

Confidential



17/10/2025 | 08:46 BST

Dated

___/___/ 2025

**POD POINT LIMITED
and
The Guinness Partnership Limited**

REFERRAL AGREEMENT

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This Agreement is dated

_____ **2025**

Parties

- (1) POD Point Limited, registered in England and Wales with company number 06851754 whose registered office is at 222 Gray’s Inn Road, London, WC1X 8HB ("POD Point"); and
- (2) **The Guinness Partnership Limited** incorporated and registered in England Wales with company number **IP031693** whose registered office is **Bower House, 1 Stable Street, Hollinwood, Oldham OL9 7LH** (the "Company").

Background

- (A) The Company has a number of Customers who may be interested in purchasing the Services (as defined below) from POD Point.
- (B) The Company wishes to purchase the Service directly from POD Point on behalf of the Customer.
- (C) The Company wishes to appoint POD Point as its Exclusive Supplier (as defined below) and refer such Customers to POD Point on the terms of this Agreement.

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this Agreement.

1.1. Definitions:

"Applicable Laws"

means the laws of England and Wales and the European Union and any other laws or regulations, regulatory policies, statutes, guidelines or industry codes which apply to the provision of the Services from time to time.

"Business Day"

a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

"Commencement Date"

____ / ____ / **2025**
17/10/2025 | 08:46 BST

"Customer"

A Prospective Customer who chooses to accept and contract with POD Point for the provision of the Services by POD Point.

"Invoice"

a valid invoice issued by POD Point to the Company in accordance with, and in the format set out in, Schedule 2 (Invoicing Requirements) including the supporting data set out therein.

"Preferred Supplier"

the supplier recommended by the Company on a preferred supplier basis to supply the Services in the Territory.

"Prospective Customer"	a person resident or having its principal place of business in the Territory requiring the Services.
"Referral"	the provision to POD Point of the contact details of a Prospective Customer. Refer, Refers, and Referred shall be interpreted accordingly.
"Relevant Contract"	a contract for the supply of Services entered into between POD Point and a Prospective Customer who was Referred by the Company.
"Services"	the supply of EV charge points and related equipment and services set out in Schedule 1, together with any other services from time to time offered by POD Point and which POD Point, by express written notice to the Company, includes within the scope of this Agreement.
"Term"	means the term of this Agreement as set out in clause 13.
"Terms and Conditions"	means POD Point's standard terms and conditions as displayed at https://pod-point.com/standard-install-and-olev-terms-conditions .
"Territory"	means the United Kingdom.
"Trade Marks"	means the trade marks set out in Part 1 of Schedule 3 in respect of POD Point and Part 2 of Schedule 3 in relation to the Company.

- 1.2. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
- 1.3. The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.4. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.5. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.6. A reference to **writing** or **written** includes fax and e-mail.
- 1.7. Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.8. References to clauses and Schedules are to the clauses and Schedules of this Agreement; references to paragraphs are to paragraphs of the relevant Schedule.

2. Appointment

- 2.1. In consideration of the mutual exchange of obligations set out in this Agreement, the Company appoints POD Point as its Preferred Supplier in the Territory for the duration of the Term.

3. Referrals

- 3.1. The Company may make Referrals of Prospective Customers to POD Point during the Term. Such Referrals shall (at the discretion of the Company) specify on which of the bases described in Schedule 1, either standard funded referral or Pod Drive referral, that the Prospective Customer is referred to POD Point.
- 3.2. POD Point shall offer the Services to Prospective Customers Referred.
- 3.3. POD Point may from time to time update its products and/or services comprised in the Services or propose new products and/or services which, in POD Point's reasonable opinion, are materially similar in functionality to those comprised in the Services.

4. Service Levels

- 4.1. POD Point shall contact Prospective Customers within one Business Day of receiving a Referral.
- 4.2. Following Referral from the Company, POD Point shall offer Prospective Customers an installation date within fifteen (15) Business Days of completion and submission by the Customer of all paperwork required by Pod Point and the Office for Low Emission Vehicles.
- 4.3. In the event that a Prospective Customer enters into a Relevant Contract and becomes a customer, POD Point shall deliver the Services to the Customer using appropriately skilled and qualified personnel, in accordance with Applicable Laws, the Terms and Conditions and POD Point's then current installation guidelines.

5. Duties of the Company

- 5.1. The Company shall have no authority, and shall not hold itself out, or permit any person to hold itself out, as being authorised to bind POD Point in any way, and shall not do any act which might reasonably create the impression that the Company is so authorised.
- 5.2. The Company shall not make or enter into any contracts or commitments or incur any liability for or on behalf of POD Point, including for the provision of the Services or the price for them, and shall not negotiate any terms for the provision of the Services with Prospective Customers.
- 5.3. The parties agree that The Commercial Agents (Council Directive) Regulations 1993 ("**CAR**") do not apply to this Agreement or their relationship under it, nor shall any amended or equivalent regulations or other laws or instruments having similar effect to the CAR.
- 5.4. The Company must disclose to each Prospective Customer that it represents POD Point and that it has no authority or ability to negotiate or vary the Services or the terms of the Services or enter into any contract on behalf of POD Point.

- 5.5. The Company shall not produce any marketing material for POD Point's services or use POD Point's name, logo or Trade Marks on any marketing material for the Services without the prior written consent of POD Point.
- 5.6. The Company shall not, without POD Point's prior written consent, make or give any representations, warranties or other promises concerning the Services which are not contained in POD Point's marketing material.
- 5.7. The Company shall pay POD Point for all of the Services provided to Prospective Customers in accordance with POD Point's Invoice and the charges set out in Part 1 of Schedule 1 to this Agreement. All charges exclude VAT and the Company will pay all Invoices in full, without any deduction or set off and in cleared funds, within 30 days of the Invoice date. Pod Point reserves the right to charge interest on any amount overdue at the rate of 4% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount. If POD Point does not receive payment in accordance with these terms, it may take action to suspend the operation of the associated ChargePoint until such time as payment is made.

6. Obligations of POD Point

- 6.1. POD Point shall provide the Company at all material times with the information the Company reasonably requires to carry out its duties, including marketing information for and details of the Services, and information about POD Point.
- 6.2. POD Point shall inform the Company immediately if POD Point suspends or ceases to perform the Services.
- 6.3. POD Point shall have no authority, and shall not hold itself out, or permit any person to hold itself out, as being authorised to bind the Company in any way, and shall not do any act which might reasonably create the impression that the POD Point is so authorised.
- 6.4. POD Point shall not make or enter into any contracts or commitments or incur any liability for or on behalf of the Company, including for the provision of contract hire and leasing or fleet management services or any other similar services to that provided by the Company to the Prospective Customer, nor the price for them, and shall not negotiate any terms for the provision of any such services with Prospective Customers.
- 6.5. POD Point shall indemnify the Company against all claims and proceedings and all liability, loss, costs and expenses incurred by the Company as a result of any claim made or brought by a third party in respect of any loss, damage or distress caused to them as a result of any breach by POD Point of the Terms and Conditions by POD Point, its employees or agents, or any actions or omissions of POD Point relating to the Services, provided that the Company gives to POD Point prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it

7. Marketing

- 7.1. The Company grants to POD Point a non-exclusive, non-transferable, royalty free licence, with no right to sub-licence, in the Territory to use the Company's Trade Marks during the Term on marketing materials and on POD Point's website solely for the purposes of marketing and promoting the Services to Prospective Customers, but for no other purpose whatsoever without prior written consent from the Company.
- 7.2. POD Point hereby grants to the Company a non-exclusive, non-transferable, royalty free licence, with no right to sub-licence, in the Territory to use POD Point's Trade

Marks during the Term solely for the purposes of marketing and promoting the Services to Prospective Customers and on the Company's website but for no other purpose whatsoever without written consent from POD Point.

- 7.3. Each party shall only make use of the other party's Trade Marks for the purposes expressly authorised in, and in strict accordance with, this Agreement and, in particular but without limitation, shall not use the other party's Trade Marks in any way which would tend to allow such marks to become generic, lose their distinctiveness, become liable to mislead the public, or be materially detrimental to or inconsistent with the good name, goodwill, reputation and/or image of the other party.
- 7.4. Neither party shall, whether during this Agreement or following its termination or expiry, adopt, use or apply anywhere in the world to register any trade mark, symbol or device which is identical to, incorporates or is confusingly similar to, or is a simulation or colourable imitation of any Trade Mark of the other party, or which unfairly competes with any Trade Mark of the other party
- 7.5. In the event of termination for whatever reason or expiry of this Agreement, the licences referred to in Clauses 7.1 and 7.2 above shall terminate automatically.

8. Confidentiality

- 8.1. Each party undertakes that it shall not at any time during the Term, and for a period of three years after termination of this Agreement, disclose to any person other than the Parties to this Agreement any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 8.2.
- 8.2. Each party may disclose the other party's confidential information:
 - (a) to its employees, officers, representatives, or advisers who need to know such information for the purposes of carrying out the party's obligations under this Agreement. Each party shall procure that its employees, officers, representatives, or advisers to whom it discloses the other party's confidential information comply with this clause 8; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 8.3. No party shall use any other party's confidential information for any purpose other than to perform its obligations under this Agreement.
- 8.4. Each party shall promptly return to the other party all documents and other records (in whatever form) containing confidential information of the other party on termination of this Agreement, and no copies shall be kept, whether digitally or otherwise, other than archival copies which shall remain subject to the same obligations of confidentiality until permanently destroyed or erased.

9. Compliance

- 9.1. Each party shall at its own expense comply with all Applicable Laws and with any conditions binding on it in any applicable licences, registrations, permits and approvals.

10. Anti-bribery

- 10.1. Each party shall comply with all Applicable Laws, relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010.
- 10.2. Each party shall promptly report to the other party any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of this Agreement.

11. Data protection

11.1. Definitions.

- (a) **Agreed Purposes** means offering Services to Prospective Customers and performing Relevant Contracts.
- (b) **Controller, data controller, processor, data processor, data subject, personal data, processing and appropriate technical and organisational measures** have the meaning set out in the Data Protection Legislation in force at the time.
- (c) **Data Protection Legislation** means (i) the UK Data Protection Act 2018 (ii) the General Data Protection Regulation ((EU) 2016/679) (**GDPR**) including without limitation the Privacy and Electronic Communication regulation (PECR) and any national implemented laws, regulations, and secondary legislation, for so long as the GDPR is effective in the UK, and (ii) any successor legislation to the UK Data Protection Act 2018 and the GDPR once it becomes law.
- (d) **Permitted Recipients** means the parties to this Agreement, the employees of each party and any third parties engaged to perform obligations in connection with this Agreement.
- (e) **Shared Personal Data** means the personal data to be shared between the parties under this Agreement.
- (f) **Personal data:** means any personal data shared by the data subject directly with POD Point under this Agreement and the Shared Personal Data, all processed for the agreed purposes by both parties or POD Point only.
- (g) **Data Discloser** is the party to this Agreement that discloses Shared Personal Data to the other party.
- (h) **Data recipient** is the party to this Agreement that receives the Shared Personal Data shared by the other party.

11.2. The provisions which follow set out the framework for the sharing of personal data and the processing of the personal data between and by each of the parties as independent data controllers. Each party acknowledges that one party (the Data Discloser) will regularly disclose to the other party (the Data Recipient) Shared Personal Data collected by the Data Discloser for the Agreed Purposes. Each party shall:

- (a) in relation to the personal data be individually and separately responsible for and comply with all the obligations imposed on a data controller under the data protection legislation;
- (b) be a controller of the Shared Personal data it discloses or make available to the other party and will process that Shared Personal data as separate and independent data controller for the agreed purposes.

- (c) ensure that it has appropriate legal basis, necessary notices and where applicable consents to enable the lawful transfer of the Shared Personal Data to the Data Recipient for the Agreed Purposes;
 - (d) give full information to any data subject whose personal data may be processed under this Agreement of the nature of such processing. This includes giving notice that, on the termination of this Agreement, personal data relating to them may be retained for as long as it is necessary by or, as the case may be, transferred to one or more of the Data Recipients, their successors and assigns;
 - (e) process the Shared Personal Data only for the Agreed Purposes;
 - (f) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
 - (g) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less demanding than those imposed by this Agreement;
 - (h) ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data;
 - (i) not transfer any personal data outside of the European Economic Area (EEA) or the United Kingdom (UK) unless the following conditions are fulfilled: (i) the data subject has enforceable rights and effective legal remedies with regard to the transferred personal data; (ii) the transferring party complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; (iii) appropriate safeguards are in place to ensure the safe transfer of the personal data outside the UK and the EEA.
- 11.3. Each party shall comply with the Data Protection Legislation and agrees that any material breach of the Data Protection Legislation shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this Agreement with immediate effect.
- 11.4. Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:
- (a) comply with its obligation as data controller under the Data Protection Legislation with regards to responding to data subject access request;
 - (b) if necessary and only regarding the Shared Personal Data, provide the other party with reasonable assistance in complying with any data subject access request;
 - (c) if necessary and only regarding the Shared Personal Data, assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - (d) notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;
 - (e) Following a written request from the data subject, provided that there is no legitimate interest for each party to keep the personal data and unless required by law to retain the personal data delete or return the personal data and copies thereof to the data subject on termination of this Agreement.

- (f) maintain complete and accurate records and information to demonstrate its compliance with this clause 11; and
 - (g) provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, and the procedures to be followed in the event of a data security breach.
- 11.5. Each party shall indemnify the other against all claims and proceedings and all liability, loss, costs and expenses incurred by the other as a result of any claim made or brought by a data subject or other legal person in respect of any loss, damage or distress caused to them as a result of any breach by the other party of the Data Protection Legislation by that party, its employees or agents. The indemnified party shall give to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, and reasonable assistance in dealing with the claim.

12. Limitation of liability

- 12.1. Nothing in this Agreement shall limit or exclude the liability of either party for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - (b) fraud or fraudulent misrepresentation;
 - (c) any matter in respect of which it would be unlawful to exclude or restrict liability.
- 12.2. Subject to clause 12.1 above:
- (a) neither party shall under any circumstances whatever be liable to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, revenue, goodwill, or anticipated savings;
 - (b) neither party shall under any circumstances whatever be liable to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for (i) any loss arising out of the lawful termination of this Agreement or any decision not to renew its term, or (ii) any loss that is an indirect or secondary consequence of any act or omission of the party in question;
 - (c) the total liability of either party under any indemnity given under this Agreement shall be limited to £5 million for any one event or series of connected events;
 - (d) the total liability of either party for damage to property caused by the negligence of its employees in connection with this Agreement shall be limited to £5 million for any one event or series of connected events; and
 - (e) the total liability of either party to the other in respect of all other loss or damage arising under or in connection with this Agreement excluding liability arising in connection with the supply of Services in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed a total of £200,000 per year of this Agreement;
 - (f) the liability of POD Point arising in connection with the supply of Services shall be set out in the Terms and Conditions.

13. Commencement and duration

- 13.1. This Agreement shall start on the Commencement Date and shall continue for a period of 3 years thereafter ("**Term**"), unless terminated earlier in accordance with clause 14.

14. Termination

- 14.1. Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
 - (b) the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
 - (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - (d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - (f) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;
 - (g) the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
 - (h) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
 - (i) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
 - (j) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14.1(c) to clause 14.1(i) (inclusive);
 - (k) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

15. Consequences of termination

- 15.1. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.
- 15.2. Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.

16. No partnership or agency

- 16.1. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 16.2. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

17. Entire agreement

- 17.1. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 17.2. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 17.3. Nothing in this clause shall limit or exclude any liability for fraud.

18. Variation

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

19. Assignment and other dealings

This Agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement without the consent of the other party (not to be unreasonably withheld or delayed) save that the Company may do so to any of the members of its group without consent.

20. No automatic waiver

- 20.1. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 20.2. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

21. Severance

- 21.1. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
- 21.2. If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

22. Notices

- 22.1. Any notice or other communication given to a party under or in connection with this Agreement shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, or by commercial courier, or email.
- 22.2. A notice or other communication shall be deemed to have been received:
- (a) if delivered personally, when left at the address referred to in clause 22.1;
 - (b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;
 - (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed;
 - (d) or, if sent by email, one Business Day after transmission.
- 22.3. The right to send notices or communications by email under this clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

23. Third party rights

No one other than a party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

24. Governing law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

25. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This Agreement has been entered into on the date stated at the beginning of it.

**Schedule 1.
Services**

Part 1. Hardware Only

Funded Charger Rates – Invoiced

Product	RRP Inc. VAT	Company Discount Inc. VAT	Company Price Inc. VAT
Solo 3S 7kW (Universal)	£999	£20	£979
Solo 3S 7kW (Tethered)	£1049	£70	£979

Referral Charger Rates – Driver to Pay Direct

Product	RRP Inc. VAT	Company Discount Inc. VAT	Company Price Inc. VAT
Solo 3S 7kW (Universal)	£999	£50	£949
Solo 3S 7kW (Tethered)	£1049	£50	£999

Please Note - Prices Include:

- Standard installation* & unit commissioning by a Pod Point engineer
- Solo 3S Home Charge Unit
- 5 year warranty
- 24/7 customer support

*Standard Installation parameters are as detailed here:

<https://pod-point.com/legal/home-charger-terms-of-sale>

**Company discount can be taken as rebate or given in full/in part to customers.

Pod Point reserves the right to increase the price of its hardware at any time over the course of this Agreement.

Part 2 – Payment

For each Relevant Contract which has resulted in a completed home charge installation POD Point shall pay the Company on a quarterly basis a rebate at a flat rate set out in Part

Pod Point reserves the right to increase the price of its hardware at any time over the course of this Agreement.

Part 2. Pod Drive

Pod Point's new **Pod Drive** proposition is a simple and affordable subscription proposition, with a £99 joining fee and fixed monthly subscription, for an agreed minimum contract period.

Pod Point charge no other up-front costs to purchase a charger or fund home installation, typically saving the customer a £1,000+ outlay

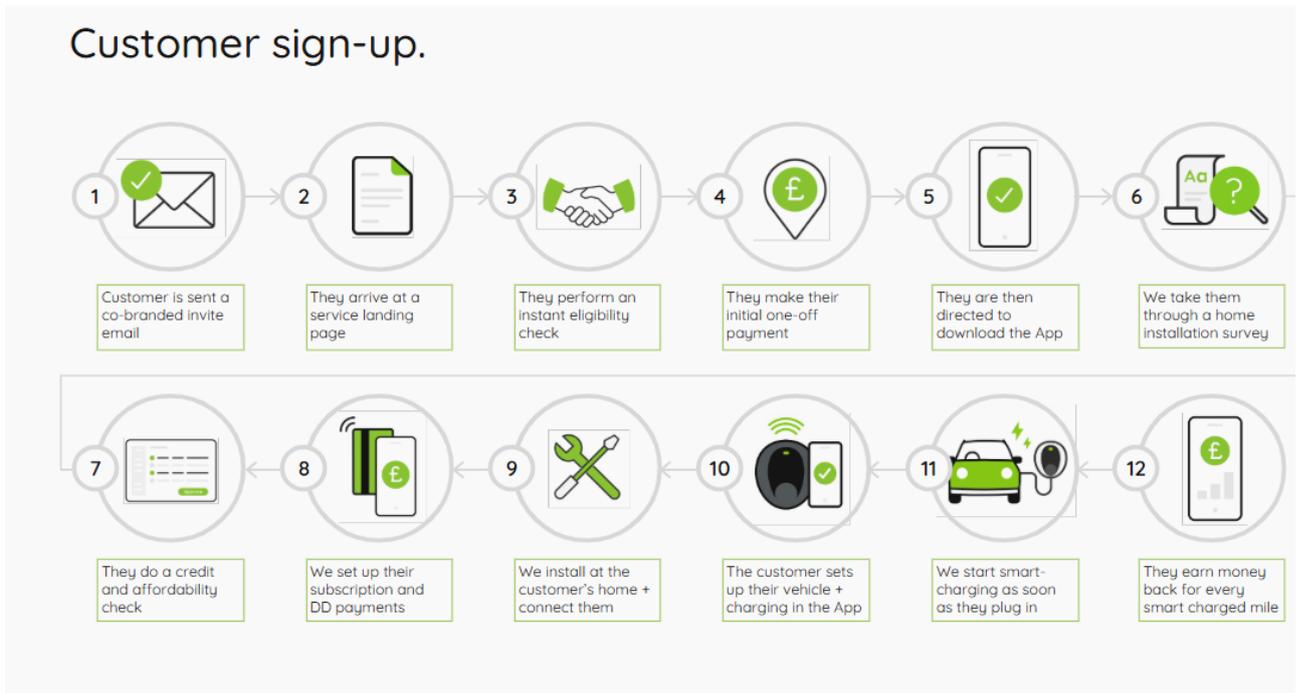
Pod Point installs a fully managed charging system (assuming a standard installation*), only requiring customers to plug in when at home to receive their inclusive benefits.

The charging system includes an agreed amount of 'charging miles' and a comprehensive service guarantee within their monthly fee. Pod Point pay the customer for every smart-charged mile charged via their charger up to their included allowance. And everyone benefits from smart-charging using more green energy.

Customers referred by the Company will receive preferential terms for the duration of their subscription. Following referral by the Company, the terms of Pod Point's agreement with the customer will be:

Pod Drive Contract Term	Pod Drive Referral basis
Charger:	Award-winning Pod Point Solo 3S 7kw solar-compatible charger with built-in charging cable
Installation:	Standard installation* included
Customer survey/joining fee:	£49
Monthly fee payable by customer:	£40p/m by direct debit
Term length of agreement:	36 months (rolling term thereafter)
Included miles allowance for referred customer:	Up to 10,000 smart-charged miles p/a (at 2.28p per mile), paid direct to customer
Warranty:	Lifetime product & installation warranty during duration of the subscription – see warranty & SLA information below

The customer's Pod Drive sign-up journey is set out below:



For Pod Drive customers referred by the Company, the following warranty SLA applies:

Charging fault that requires a physical site visit:	Within 48 hours
Fully comprehensive swap out warranty:	lifetime warranty during duration of the subscription

Please note that any Pod Drive Referral is strictly subject to terms and conditions being agreed between the relevant customer and Pod Point, which includes the customer passing basic affordability checks. Assumes a standard installation* (see [Pod Point Home Charger Terms of Sale | Pod Point](#) for details of what is considered standard and for details of approach to non-standard installations) and that the charger is commissioned by a Pod Point engineer or appointed sub-contractor. See Podenergy.com for more details.

Schedule 2.

Invoicing Requirements

1. POD Point will provide to the Company one Invoice per month to one email address in respect of Services provided to Prospective Customers during a specified period setting out the number of EV charge points installed and the applicable price(s) together with the following supporting data: the name of the driver; the price of the install; install date; EV charge point type; and the vehicle order number (if required). The Invoice and supporting data shall be provided by POD Point to the Company in the form of the examples set out below (or a substantially similar form).
2. If a vehicle order number is required by the 'Company', the Company shall provide the vehicle order number to POD Point at the point of order and it's the responsibility of the [customer/dealership] to make sure this is correct.
3. If the Company requires a Purchase Order (PO) to be issued and a PO number to be associated with each order in the supporting data provided with every Invoice, the Company must provide the relevant PO to POD Point for approval at the point of order. POD Point encourages the use of blanket POs. If no PO is provided, then the Invoice and supporting data will be provided to the Company without a PO number associated to each order.

3.Trade Marks

Part 2. POD Point Trade Marks



Part 3. Company Trade Marks



For and on Behalf of The Guinness Partnership Limited	For and on Behalf of POD Point Ltd
Name: Carol Morrison	Name: Val-Daniel Geary
Position: Senior Lawyer - Contracts	Position: VP - PARTNERSHIPS
Date: 20/11/2025 10:34 GMT	Date: 17/10/2025 08:46 BST
Signature: Signed by: <i>Carol Morrison</i> 74BCA66B3F8F408...	Signature: DocuSigned by: <i>Val-Daniel Geary</i> 928122CEA520499...