

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. Part 2 (*Explanatory Statement*) of this document comprises an explanatory statement in compliance with section 897 of the Companies Act. This document relates to a transaction which, if implemented, will result in the cancellation of the listing of Pod Point Shares on the Official List and of the trading of Pod Point Shares on the main market of the London Stock Exchange. If you are in any doubt about the Acquisition, the contents of this document or what action you should take, you are recommended to seek your own personal financial, tax and legal advice immediately from your stockbroker, bank manager, solicitor, accountant or other independent financial adviser duly authorised under the FSMA if you are taking advice in the United Kingdom or, if not, from another appropriately authorised independent financial adviser in the relevant jurisdiction.

If you sell or otherwise transfer or have sold or otherwise transferred all of your Pod Point Shares, please send this document, together with any accompanying documents (but not the personalised accompanying documents) and any reply paid envelope, at once to the purchaser or transferee, or to the stockbroker, bank or other agent through whom the sale or transfer is or was effected, for delivery to the purchaser or transferee. However, such documents should not be forwarded, distributed or transmitted (in whole or in part) in, into or from any jurisdiction where to do so would constitute a violation of the relevant laws of that jurisdiction.

If you sell or otherwise transfer or have sold or otherwise transferred only part of your holding of Pod Point Shares, you should retain these documents and consult the stockbroker, bank or other agent through whom the sale or transfer is or was effected. If you have recently purchased or otherwise acquired Pod Point Shares in certificated form, notwithstanding receipt of this document and any accompanying documents from the transferor, you should contact Equiniti to obtain personalised Forms of Proxy.

The release, publication or distribution of this document and the accompanying documents (in whole or in part) in, into or from jurisdictions other than the United Kingdom may be restricted by the laws of those jurisdictions and therefore persons into whose possession these documents come should inform themselves about, and observe, any such restrictions. Any failure to comply with any such restrictions may constitute a violation of the securities laws of any such jurisdiction. To the fullest extent permitted by law, Pod Point and EDF disclaim any responsibility or liability for the violation of any such restrictions by such persons.

Neither this document nor any of the accompanying documents are intended to, and do not, constitute or form part of any offer or invitation to purchase, otherwise acquire, subscribe for, sell or otherwise dispose of, any securities or the solicitation of any vote or approval pursuant to the Scheme or otherwise, in any jurisdiction in which such offer, invitation or solicitation is unlawful.

Recommended cash acquisition of
POD POINT GROUP HOLDINGS PLC
by
EDF Energy Customers Limited
to be effected by means of a
scheme of arrangement under Part 26 of
the Companies Act 2006

Pod Point Shareholders should read carefully the whole of this document, the information incorporated by reference into this document and the accompanying Forms of Proxy. Your attention is drawn to the letter from the Chair of Pod Point in Part 1 (*Letter from the Chair of Pod Point Group Holdings plc*) of this document, which contains the unanimous recommendation of the Independent Pod Point Directors, that Scheme Shareholders vote in favour of the Scheme at the Court Meeting and Pod Point Shareholders vote in favour of the Acquisition Resolution at the General Meeting. A letter from Panmure Liberum explaining the Scheme in greater detail is set out in Part 2 (*Explanatory Statement*) of this document and constitutes an explanatory statement in compliance with section 897 of the Companies Act.

Notices of the Court Meeting and the General Meeting, both of which are to be held at the offices of Freshfields LLP, 100 Bishopsgate, London, EC2P 2SR on 18 July 2025, are set out in Part 9 (*Notice of Court Meeting*) and Part 10 (*Notice of General Meeting*) of this document, respectively. The Court Meeting will start at 10.30 a.m. and the General Meeting will start at 10.45 a.m. (or as soon thereafter as the Court Meeting has concluded or been adjourned).

The actions to be taken by Pod Point Shareholders in respect of the Court Meeting and General Meeting are set out on pages 9 to 11 and in paragraph 13 of Part 2 (*Explanatory Statement*) of this document.

Pod Point Shareholders are asked to please complete and sign both Forms of Proxy accompanying this document, BLUE for the Court Meeting and WHITE for the General Meeting, in accordance with the instructions provided therein and set out in Part 9 (*Notice of Court Meeting*) and Part 10 (*Notice of General Meeting*) of this document, and to return them to Equiniti, at Equiniti Limited, Aspect House, Spencer Road, Lancing, West Sussex BN99 6DA, United Kingdom as soon as possible and, in any event, so as to be received by not later than 10.30 a.m. on 16 July 2025 in the case of the Court Meeting and not later than 10.45 a.m. on 16 July 2025 in the case of the General Meeting or, in the case of any adjournment, by such time as is set out in the Notice of Court Meeting in Part 9 (*Notice of Court Meeting*) and in the notes to the Notice of General Meeting in Part 10 (*Notice of General Meeting*) of this document, respectively. Alternatively, the BLUE Form of Proxy for the Court Meeting (but not the WHITE Form of Proxy for the General Meeting) may be handed to a representative of Equiniti on behalf of the Chair of the Court Meeting or to the Chair of the Court Meeting at or before the commencement of that meeting. If the WHITE Form of Proxy for the General Meeting is not lodged by the relevant time, it will be invalid. Forms of Proxy returned by fax will not be accepted. You can also submit your proxy electronically at Equiniti's website, www.shareview.co.uk, so as to be received by not later than 10.30 a.m. on 16 July 2025 in the case of the Court Meeting and not later than 10.45 a.m. on 16 July 2025 in the case of the General Meeting or, in the case of any adjournment, by such time as is set out in the Notice of Court Meeting in Part 9 (*Notice of Court Meeting*) and in the notes to the Notice of General Meeting in Part 10 (*Notice of General Meeting*) of this document, respectively.

If you hold your Pod Point Shares in uncertificated form through CREST, you may also vote using the CREST proxy voting service in accordance with the procedures set out in the CREST Manual. Proxies submitted via CREST (under CREST participant ID RA19) must be received by Equiniti not later than 10.30 a.m. on 16 July 2025 in the case of the Court Meeting and not later than 10.45 a.m. on 16 July 2025 in the case of the General Meeting or, in the case of any adjournment, by such time as is set out in the Notice of Court Meeting in Part 9 (*Notice of Court Meeting*) and the notes to the Notice of General Meeting in Part 10 (*Notice of General Meeting*) of this document, respectively. The return of a completed Form of Proxy, the electronic appointment of a proxy or the submission of a proxy via CREST will not prevent you from attending the Court Meeting and/or the General Meeting (or any adjournment of such meeting) and voting in person if you so wish and if you are entitled to do so.

If you are an institutional investor you may be able to appoint a proxy electronically via the Proxymity platform, a process which has been agreed by the Company and approved by the Registrar. For further information regarding Proxymity, please go to www.proxymity.io. Your proxy must be lodged by no later than 10.30 a.m. on 16 July 2025 in the case of the Court Meeting and not later than 10.45 a.m. on 16 July 2025 in the case of the General Meeting or, in the case of any adjournment, by such time as is set out in the Notice of Court Meeting in Part 9 (*Notice of Court Meeting*) and the notes to the Notice of General Meeting in Part 10 (*Notice of General Meeting*) of this document, respectively. Before you can appoint a proxy via this process you will need to have agreed to Proxymity's associated terms and conditions. It is important that you read these carefully as you will be bound by them and they will govern the electronic appointment of your proxy.

This document (and any information incorporated into it by reference to another source) will be available, subject to any restrictions relating to persons resident in Restricted Jurisdictions, on Pod Point's website at www.investors.pod-point.com/firm-offer and on EDF's website at www.edfenergy.com/business-update-edf promptly and in any event by no later than 12 noon on 26 June 2025. For the avoidance of doubt, the content of the websites accessible from any hyperlinks referred to in this document are not incorporated into and do not form part of this document.

Pod Point Shareholders, persons with information rights and participants in the Pod Point Share Plans may contact Equiniti to: (i) request a hard copy of this document (in accordance with Rule 30.3 of the Takeover Code); or (ii) ask any questions about this document, the Court Meeting or the General Meeting or clarify any doubts as to how to complete the Forms of Proxy. Pod Point Shareholders can: (i) submit a request in writing to Equiniti; or (ii) call +44 (0) 371 384 2050. Calls are charged at the standard geographical rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. Phone lines are open between 8.30 a.m. and 5.30 p.m. (London time), Monday to Friday (excluding public holidays in England and Wales). Please note that Equiniti cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

For persons who receive a copy of this document in electronic form or via a website notification, a hard copy of this document will not be sent unless so requested. Such persons may also request that all future documents, announcements and information to be sent to them in relation to the Acquisition should be in hard copy form.

Capitalised words and phrases used in this document shall have the meanings given to them in Part 8 (*Definitions*) of this document.

You should read the rest of this document and if you are in any doubt as to the action you should take, consult an independent financial adviser. In making any investment decision you must rely on your own examination of the terms of the Scheme and the Acquisition, including the merits and risks involved.

Barclays Bank PLC, acting through its Investment Bank (“**Barclays**”), which is authorised by the Prudential Regulation Authority and regulated in the United Kingdom by the Financial Conduct Authority and the Prudential Regulation Authority, is acting exclusively for EDF and no-one else in connection with the Acquisition and will not be responsible to anyone other than EDF for providing the protections afforded to clients of Barclays nor for providing advice in relation to the subject matter of this document.

In accordance with the Takeover Code, normal United Kingdom market practice and Rule 14e-5(b) of the US Exchange Act, Barclays and its affiliates will continue to act as exempt principal trader in Pod Point securities on the London Stock Exchange. These purchases and activities by exempt principal traders which are required to be made public in the United Kingdom pursuant to the Takeover Code will be reported to a Regulatory Information Service and will be available on the London Stock Exchange website at www.londonstockexchange.com.

Panmure Liberum Limited (“**Panmure Liberum**”), which is authorised and regulated by the Financial Conduct Authority in the United Kingdom, is acting exclusively as sole financial adviser, sole Rule 3 adviser and joint corporate broker to Pod Point and no-one else in connection with the Acquisition and the matters and arrangements set out in this document. Panmure Liberum will not regard any other person as its client in relation to the Acquisition or any other matter or arrangement set out in this document and will not be responsible to anyone other than Pod Point for providing the protections afforded to clients of Panmure Liberum, nor for providing advice in relation to the Acquisition or any other matter or arrangement referred to in this document. Neither Panmure Liberum nor any of its affiliates (nor their respective directors, officers, employees or agents) owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, consequential, whether in contract, in tort, in delict, under statute or otherwise) to any person who is not a client of Panmure Liberum in connection with the Acquisition, this announcement, any statement contained herein or otherwise. No representation or warranty, express or implied, is made by Panmure Liberum as to the contents of this document.

Canaccord Genuity Limited (“**Canaccord Genuity**”), which is authorised and regulated in the United Kingdom by the Financial Conduct Authority, is acting exclusively for Pod Point and for no-one else in connection with the Acquisition and will not be responsible to any person other than Pod Point for providing the protections afforded to clients of Canaccord Genuity, nor for providing advice in relation to the matters referred to herein. Neither Canaccord Genuity nor any of its affiliates (nor any of its or their respective directors, officers, employees, representatives or agents) owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Canaccord Genuity in connection with the matters referred to in this document, or otherwise.

Apart from the responsibilities and liabilities, if any, which may be imposed on Barclays, Panmure Liberum, and Canaccord Genuity by FSMA or the regulatory regime established under that legislation or under the regulatory regime of any jurisdiction where the exclusion of liability under the relevant regulatory regime would be illegal, void or unenforceable, none of Barclays, Panmure Liberum, and Canaccord Genuity or any person affiliated with any of them assumes any responsibility whatsoever and none of them makes any representation or warranty, express or implied, in relation to the contents of this document, including its accuracy, completeness or verification or for any other statement made or purported to be made by any of them or on their behalf and nothing contained in this document is, or shall be, relied upon as a promise or representation in this respect whether as to the past or the future, in connection with Pod Point, the Pod Point Group, EDF, the EDF Group, the Acquisition or otherwise. Each of Barclays, Panmure Liberum, and Canaccord Genuity accordingly disclaims to the fullest extent permitted by law all and any responsibility and liability whether arising in tort, contract or otherwise which it might otherwise (save as referred to above) be found to have in respect of this document or any such statement.

IMPORTANT NOTICE

This document and the accompanying documents have been prepared in connection with a proposal in relation to a scheme of arrangement pursuant to, and for the purposes of complying with, the laws of England and Wales, the Takeover Code and the Listing Rules and the information disclosed may not be the same as that which would have been disclosed if these documents had been prepared in accordance with the laws of jurisdictions outside England and Wales. Nothing in this document or the accompanying documents should be relied upon for any other purpose. The statements contained in this document or the accompanying documents are not to be construed as legal, business, financial or tax advice. If you are in any doubt about the contents of this document or the accompanying documents, you should consult your own legal adviser, financial adviser or tax adviser for legal, business, financial or tax advice.

No person has been authorised to make any representations on behalf of Pod Point or EDF concerning the Acquisition or the Scheme which are inconsistent with the statements contained in this document and any such representations, if made, may not be relied upon as having been so authorised.

The statements contained in this document are made as at the date of this document, unless some other time is specified in relation to them, and service of this document shall not give rise to any implication that there has been no change in the facts set out in this document since such date. Nothing contained in this document shall be deemed to be a forecast, projection or estimate of the future financial performance of Pod Point, the Pod Point Group, EDF or the EDF Group except where otherwise expressly stated. Neither Pod Point nor EDF intends, or undertakes any obligation, to update information contained in this document, except as required by applicable law, the Takeover Code or other regulation.

Prior to the Scheme becoming Effective, applications will be made to the London Stock Exchange and the FCA for the Pod Point Shares to cease to be admitted to trading on the main market of the London Stock Exchange and to cancel their listing on the Official List, respectively.

Information for Overseas Shareholders

Unless otherwise determined by Pod Point and EDF or required by the Takeover Code, and permitted by applicable law and regulation, the Acquisition will not be made available, directly or indirectly, in, into or from a Restricted Jurisdiction and no person may vote in favour of the Scheme by any such use, means, instrumentality or form within any Restricted Jurisdiction. Accordingly, copies of this document and all documents relating to the Acquisition are not being, and must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent in, into or from a Restricted Jurisdiction, and persons receiving this document and all other documents relating to the Acquisition (including custodians, nominees and trustees) must not mail or otherwise distribute or send them in, into or from any Restricted Jurisdiction.

It is the responsibility of each Overseas Shareholder to satisfy himself or herself as to the full observance of the laws of the relevant jurisdiction in connection with the Acquisition, including the obtaining of any governmental, exchange control or other consents which may be required, or the compliance with other necessary formalities which are required to be observed and the payment of any issue, transfer or other taxes due in such jurisdiction.

If EDF were to elect to implement the Acquisition by means of a Takeover Offer, such Takeover Offer will be made in compliance with all applicable laws and regulations, including the US tender offer rules, to the extent applicable.

The financial information included in, or incorporated by reference into, this document has been prepared in accordance with accounting standards applicable in the United Kingdom that may not be comparable to the accounting standards applicable to financial statements of US companies. US generally accepted accounting principles differ in certain respects from International Financial Reporting Standards. None of the financial information in, or incorporated by reference into, this document has been audited in accordance with auditing standards generally accepted in the US or the auditing standards of the Public Company Accounting Standards Oversight Board (United States). US persons should note that the Scheme relates to shares of an English company that is a “foreign private issuer” as defined in Rule 3b-4 under the US Securities Exchange Act of 1934 (the “US Exchange Act”), and the Scheme will be governed by the laws of England and Wales. Neither the proxy solicitation rules nor the tender offer rules under the US Exchange Act will apply to the Scheme. Moreover, the Scheme will be subject to the disclosure requirements and practices applicable in the UK to takeovers implemented by scheme of arrangement, which differ from the disclosure requirements under US securities laws. It may be difficult for any US holders of Pod Point Shares to enforce their rights and

any claim arising out of the US federal securities laws in connection with the Acquisition, since EDF and Pod Point are located in, and organised under the laws of, a non-US jurisdiction, and some or all of their officers and directors may be residents of non-US jurisdictions. Any US holders of Pod Point Shares may not be able to sue a non-US company or its officers or directors in a non-US court for violations of US securities laws. Further, it may be difficult to compel a non-US company and its affiliates to subject themselves to a US court's judgment.

Neither the US Securities and Exchange Commission nor any US state securities commission has approved or disapproved of the Acquisition, or passed comment upon the adequacy or completeness of this document. Any representation to the contrary is a criminal offence.

Share purchases

To the extent permitted by applicable law, in accordance with normal UK practice and pursuant to Rule 14e-5(b) of the US Exchange Act, EDF and its members or their respective nominees or brokers (acting as agents) may from time to time make certain purchases of, or arrangements to purchase, Pod Point securities other than pursuant to the Acquisition (if implemented by way of a Takeover Offer) such as in open market or privately negotiated purchases outside the United States during the period in which the Acquisition remains open for acceptance. In accordance with the requirements of Rule 14e-5(b) of the US Exchange Act, such purchases, or arrangements to purchase, must comply with the laws of England and Wales, the Takeover Code and the Listing Rules. Also, in accordance with Rule 14e-5(b) of the US Exchange Act, each of Barclays, Panmure Liberum, and Canaccord Genuity will continue to act as an exempt principal trader in Pod Point Shares on the London Stock Exchange. If such purchases or arrangements to purchase were to be made, they would occur either in the open market at prevailing prices or in private transactions at negotiated prices and comply with applicable law, including the US Exchange Act. Any information about such purchases will be disclosed as required in the UK, will be reported to a Regulatory Information Service and will be available on the London Stock Exchange website at www.londonstockexchange.com.

Forward-looking statements

This document (including information incorporated by reference into this document), statements made regarding the Acquisition, and other information to be published by EDF and/or Pod Point, contain statements which are, or may be deemed to be, "forward-looking statements". Forward-looking statements are prospective in nature and not based on historical facts, but rather on current expectations and projections of the management of EDF and/or Pod Point about future events, and are therefore subject to risks and uncertainties which could cause actual results to differ materially from the future results expressed or implied by the forward-looking statements.

The forward-looking statements contained in this document include statements with respect to the financial condition, results of operations and business of Pod Point and certain plans and objectives of EDF with respect thereto and other statements other than historical facts. Often, but not always, forward-looking statements can be identified by the fact that they do not relate only to historical or current facts and may use words such as "anticipate", "target", "expect", "estimate", "forecast", "intend", "plan", "budget", "scheduled", "goal", "believe", "hope", "aims", "continue", "will", "may", "should", "would", "could", or other words of similar meaning. These statements are based on assumptions and assessments made by Pod Point and/or EDF in light of their experience and their perception of historical trends, current conditions, future developments and other factors they believe appropriate. By their nature, forward-looking statements involve known and unknown risk and uncertainty and other factors which may cause actual results, performance or developments to differ materially from those expressed in or implied by such forward-looking statements because they relate to events and depend on circumstances that will occur in the future. Although EDF and/or Pod Point believe that the expectations reflected in such forward-looking statements are reasonable, no assurance can be given that such expectations will prove to have been correct and you are therefore cautioned not to place undue reliance on these forward-looking statements which speak only as at the date of this document. Neither EDF nor Pod Point assumes any obligation to update or correct the information contained in this document (whether as a result of new information, future events or otherwise), except as required by applicable law.

There are a number of factors which could cause actual results and developments to differ materially from those expressed or implied in forward-looking statements. The factors that could cause actual results to differ materially from those described in the forward-looking statements include, but are not limited to: the ability to proceed with or complete the Acquisition; the ability to obtain requisite regulatory and shareholder

approvals and the satisfaction of other conditions on the proposed terms; changes in the global, political, economic, business and competitive environments and in market and regulatory forces; changes in future inflation, deflation, exchange and interest rates; changes in tax and national insurance rates; future business combinations, capital expenditures, acquisitions or dispositions; changes in general and economic business conditions; changes in the behaviour of other market participants; the anticipated benefits of the Acquisition not being realised as a result of changes in general economic and market conditions in the countries in which EDF and Pod Point operate; weak, volatile or illiquid capital and/or credit markets; changes in the degree of competition in the geographic and business areas in which EDF and Pod Point operate; the repercussions of the outbreak of epidemics; changes to the EDF Board and/or the Pod Point Board and/or the composition of their respective workforces; exposures to terrorist activity, IT system failures, cyber-crime, fraud and pension scheme liabilities; risks relating to environmental matters such as climate change, including EDF and/or Pod Point's ability, along with the government and other stakeholders, to measure, manage and mitigate the impacts of climate change effectively; changes to law and/or the policies and practices of the Bank of England, the FCA and/or other regulatory and governmental bodies; changes in the liquidity, capital, funding and/or asset position and/or credit ratings of EDF and/or Pod Point; the repercussions of the UK's exit from the EU (including any change to the UK's currency and the terms of any trade agreements (or lack thereof) between the UK and the EU), Eurozone instability, Russia's invasion of Ukraine, conflicts in the Middle East, and any UK or global cost of living crisis or recession. Other unknown or unpredictable factors could cause actual results to differ materially from those expected, estimated or projected in the forward-looking statements. If any one or more of these risks or uncertainties materialises or if any one or more of the assumptions proves incorrect, actual results may differ materially from those expected, estimated or projected. Such forward-looking statements should therefore be construed in light of such factors.

Neither EDF nor Pod Point, nor any of their respective associates or directors, officers or advisers, provides any representation, assurance or guarantee that the occurrence of the events expressed or implied in any forward-looking statements in this document will actually occur. Given the risks and uncertainties, you are cautioned not to place any reliance on these forward-looking statements.

Other than in accordance with their legal or regulatory obligations, neither EDF nor Pod Point is under any obligation, and EDF and Pod Point expressly disclaim any intention or obligation, to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

No profit forecasts or estimates or quantified benefits statements

Nothing in this document is intended, or is to be construed, as a profit forecast, profit estimate, or quantified benefits statement for any period and no statement in this document is to be interpreted to mean that earnings or earnings per share for Pod Point or EDF, as appropriate, for the current or future financial years will necessarily match or exceed the historical published earnings or earnings per share for Pod Point or EDF, as appropriate. No accretion statements or statements as to the effect of the Acquisition should be construed as profit forecasts and are, therefore, not subject to the requirements of Rule 28 of the Takeover Code.

Disclosure requirements of the Takeover Code

Under Rule 8.3(a) of the Takeover Code, any person who is interested in 1 per cent. or more of any class of relevant securities of an offeree company or of any securities exchange offeror (being any offeror other than an offeror in respect of which it has been announced that its offer is, or is likely to be, solely in cash) must make an Opening Position Disclosure following the commencement of the Offer Period and, if later, following the announcement in which any securities exchange offeror is first identified. An Opening Position Disclosure must contain details of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company, and (ii) any securities exchange offeror(s). An Opening Position Disclosure by a person to whom Rule 8.3(a) applies must be made by no later than 3.30 p.m. (London time) on the 10th business day following the commencement of the Offer Period and, if appropriate, by no later than 3.30 p.m. (London time) on the 10th business day following the announcement in which any securities exchange offeror is first identified. Relevant persons who deal in the relevant securities of the offeree company or of a securities exchange offeror prior to the deadline for making an Opening Position Disclosure must instead make a Dealing Disclosure.

Under Rule 8.3(b) of the Takeover Code, any person who is, or becomes, interested in 1 per cent. or more of any class of relevant securities of the offeree company or of any securities exchange offeror must make a Dealing Disclosure if the person deals in any relevant securities of the offeree company or of any securities exchange offeror. A Dealing Disclosure must contain details of the dealing concerned and of the person's

interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company, and (ii) any securities exchange offeror(s), save to the extent that these details have previously been disclosed under Rule 8. A Dealing Disclosure by a person to whom Rule 8.3(b) applies must be made by no later than 3.30 p.m. (London time) on the business day following the date of the relevant dealing.

If two or more persons act together pursuant to an agreement or understanding, whether formal or informal, to acquire or control an interest in relevant securities of an offeree company or a securities exchange offeror, they will be deemed to be a single person for the purpose of Rule 8.3.

Opening Position Disclosures must also be made by the offeree company and by any offeror and Dealing Disclosures must also be made by the offeree company, by any offeror and by any persons acting in concert with any of them (see Rules 8.1, 8.2 and 8.4).

Details of the offeree and offeror companies in respect of whose relevant securities Opening Position Disclosures and Dealing Disclosures must be made can be found in the Disclosure Table on the Panel's website at www.thetakeoverpanel.org.uk, including details of the number of relevant securities in issue, when the offer period commenced and when any offeror was first identified. You should contact the Panel's Market Surveillance Unit on +44 (0)20 7638 0129 if you are in any doubt as to whether you are required to make an Opening Position Disclosure or a Dealing Disclosure.

Electronic communications

Please be aware that addresses, electronic addresses and certain other information provided by Pod Point Shareholders, persons with information rights and other relevant persons for the receipt of communications from Pod Point may be provided to EDF during the Offer Period as required under Section 4 of Appendix 4 to the Takeover Code.

Rounding

Certain figures included in this document have been subjected to rounding adjustments. Accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures that precede them.

Registration

Pod Point is a public limited company registered in England and Wales (company number: 12431376) and has its registered office at 222 Gray's Inn Road, London, England, WC1X 8HB.

Date

This document is published on 25 June 2025.

TABLE OF CONTENTS

	<u>Page</u>
EXPECTED TIMETABLE OF PRINCIPAL EVENTS	8
Part 1 LETTER FROM THE CHAIR OF POD POINT GROUP HOLDINGS PLC	12
Part 2 EXPLANATORY STATEMENT	20
Part 3 CONDITIONS TO AND FURTHER TERMS OF THE ACQUISITION	35
Part 4 THE SCHEME OF ARRANGEMENT	44
Part 5 FINANCIAL INFORMATION	52
Part 6 ADDITIONAL INFORMATION	53
Part 7 SOURCE OF INFORMATION AND BASES OF CALCULATION	66
Part 8 DEFINITIONS	67
Part 9 NOTICE OF COURT MEETING	74
Part 10 NOTICE OF GENERAL MEETING	77

EXPECTED TIMETABLE OF PRINCIPAL EVENTS

Event	Time/date ⁽¹⁾
Latest time for lodging BLUE Forms of Proxy for the Court Meeting	10.30 a.m. on 16 July 2025 ⁽²⁾
Latest time for lodging WHITE Forms of Proxy for the General Meeting	10.45 a.m. on 16 July 2025 ⁽³⁾
Voting Record Time	6.30 p.m. on 16 July 2025 ⁽⁴⁾
Court Meeting	10.30 a.m. on 18 July 2025
General Meeting	10.45 a.m. on 18 July 2025 ⁽⁵⁾
<i>Certain of the following dates are subject to change (please see Note (1) below):</i>	
Court Hearing to sanction the Scheme	expected to be 31 July 2025, subject to the satisfaction (or, if applicable, waiver) of the relevant Conditions (“D”)
Last day of dealings in, and registration of transfers of, Pod Point Shares	D + 1 Business Day ⁽¹⁾
Scheme Record Time and disablement of Pod Point Shares in CREST	6.00 p.m. on D + 1 Business Day ⁽¹⁾⁽⁶⁾
Effective Date of the Scheme	immediately after the Scheme Record Time ⁽¹⁾
Cancellation of listing of Pod Point Shares on the Official List and of trading of Pod Point Shares on the London Stock Exchange	By 8.00 a.m. on D + 2 Business Days ⁽¹⁾
Latest date for despatch of cheques in respect of the Consideration and for settlement of the Consideration through CREST or other form of payment to Pod Point Shareholders	Within 14 calendar days of the Effective Date ⁽¹⁾
Long Stop Date	11.59 p.m. on 30 September 2025 ⁽¹⁾⁽⁷⁾

The Court Meeting and the General Meeting will each be held at the offices of Freshfields LLP, 100 Bishopsgate, London, EC2P 2SR.

- (1) These times and dates are indicative only and will depend, among other things, on the date upon which the Conditions are satisfied or, if capable of waiver, waived and the date on which the Court sanctions the Scheme. The timetable is also dependent on when the Court Order sanctioning the Scheme is delivered to the Registrar of Companies. Pod Point will give notice of any updates or changes to these dates and times, when known, by issuing an announcement through a Regulatory Information Service and, if required by the Panel, posting notice of the change(s) to Pod Point Shareholders and persons with information rights. Pod Point Share Plan participants will be contacted separately to inform them of the effect of the Acquisition on their Awards.
- (2) It is requested that BLUE Forms of Proxy for the Court Meeting be lodged not later than 10.30 a.m. on 16 July 2025 or, if the Court Meeting is adjourned, not later than the time set out in the Notice of Court Meeting in Part 9 (*Notice of Court Meeting*) of this document. BLUE Forms of Proxy not so lodged may be handed to a representative of Equiniti on behalf of the Chair of the Court Meeting or to the Chair of the Court Meeting at or before the commencement of the Court Meeting.
- (3) It is requested that WHITE Forms of Proxy for the General Meeting be lodged not later than 10.45 a.m. on 16 July 2025 or, if the General Meeting is adjourned, not later than the time set out in the notes to the Notice of General Meeting in Part 10 (*Notice of General Meeting*) of this document. WHITE Forms of Proxy cannot be handed to the Chair of the General Meeting at that meeting.
- (4) If either of the Shareholder Meetings is adjourned, the Voting Record Time for the relevant adjourned meeting will be 6.30 p.m. on the date falling two Business Days before the date set for that adjourned meeting.
- (5) To commence at 10.45 a.m. on 18 July 2025 or as soon thereafter as the Court Meeting has concluded or been adjourned.
- (6) Scheme Shareholders who are on the register of members of Pod Point as at this time are entitled to receive the Consideration under the Acquisition.
- (7) This date may be extended to such date (a) as Pod Point and EDF may agree, or (b) (in a competitive situation) as may be specified by EDF with the consent of the Panel, and in each case that the Court (if required) may allow.

All references in this document to times are to times in London, UK (unless otherwise stated).

ACTION TO BE TAKEN

The Court Meeting and the General Meeting will be held at the offices of Freshfields LLP, 100 Bishopsgate, London, EC2P 2SR on 18 July 2025 at 10.30 a.m. and 10.45 a.m. respectively (or, in the case of the General Meeting, as soon thereafter as the Court Meeting has concluded or been adjourned). The Scheme requires approval of the Scheme at the Court Meeting and approval of the Acquisition Resolution at the General Meeting. The notices convening the Court Meeting and the General Meeting are set out in Part 9 (*Notice of Court Meeting*) and Part 10 (*Notice of General Meeting*) of this document, respectively.

For the reasons set out in this document, the Independent Pod Point Directors unanimously recommend that Scheme Shareholders vote in favour of the Scheme at the Court Meeting and Pod Point Shareholders vote in favour of the Acquisition Resolution at the General Meeting, as the Independent Pod Point Directors who hold Pod Point Shares have each irrevocably undertaken to do (or procure to be done) in respect of their own beneficial shareholdings in Pod Point.

IT IS IMPORTANT THAT, FOR THE COURT MEETING, AS MANY VOTES AS POSSIBLE ARE CAST SO THAT THE COURT MAY BE SATISFIED THAT THERE IS A FAIR REPRESENTATION OF THE OPINION OF SCHEME SHAREHOLDERS. YOU ARE THEREFORE STRONGLY URGED TO COMPLETE AND RETURN YOUR FORMS OF PROXY (OR MAKE AN ELECTRONIC APPOINTMENT OF A PROXY OR SUBMIT A PROXY VOTE VIA CREST) AS SOON AS POSSIBLE.

Please check you have received the following with this document:

- a BLUE Form of Proxy for use in respect of the Court Meeting; and
- a WHITE Form of Proxy for use in respect of the General Meeting.

If you have not received these documents (as applicable), please contact Equiniti on the Pod Point Shareholder helpline referred to below.

To vote on the Scheme and the resolutions:

Whether or not you plan to attend the Shareholder Meetings, please complete and sign the enclosed BLUE and WHITE Forms of Proxy and return them in accordance with the instructions provided thereon as soon as possible but in any event so as to be received by no later than:

- 10.30 a.m. on 16 July 2025 in the case of the Court Meeting (BLUE form); and
- 10.45 a.m. on 16 July 2025 in the case of the General Meeting (WHITE form),

(or, in the case of any adjournment, by such time as is set out in the Notice of Court Meeting in Part 9 (*Notice of Court Meeting*) and the notes to the Notice of General Meeting in Part 10 (*Notice of General Meeting*) of this document, respectively). This will enable your votes to be counted at the Shareholder Meetings in the event of your absence. Alternatively, the BLUE Form of Proxy for the Court Meeting (but not the WHITE Form of Proxy for the General Meeting) may be handed to a representative of Equiniti on behalf of the Chair of the Court Meeting or to the Chair of the Court Meeting at or before the commencement of that meeting. If the WHITE Form of Proxy for the General Meeting is not lodged by the relevant time, it will be invalid. Forms of Proxy returned by fax will not be accepted.

As an alternative to completing and returning the printed Forms of Proxy, you can also submit your proxy electronically at Equiniti's website, www.shareview.co.uk. Pod Point Shareholders will need to create an online portfolio using the Shareholder Reference Number as printed on the Form of Proxy, and to agree to certain terms and conditions. Alternatively, Pod Point Shareholders who have already registered with Equiniti Registrars' online portfolio service, Shareview, can appoint their proxy electronically by logging on to their portfolio by using their usual user ID and password. Once logged in, simply click 'view' on the 'My Investments' page, click on the link to vote and then follow the onscreen instructions. Full details and instructions on these electronic proxy facilities are given on the website. For an electronic proxy appointment to be valid, the appointment must be received by Equiniti not later than 10.30 a.m. on 16 July 2025 in the case of the Court Meeting and not later than 10.45 a.m. on 16 July 2025 in the case of the General Meeting or, in the case of any adjournment, by such time as is set out in the Notice of Court Meeting in Part 9 (*Notice of Court Meeting*) and the notes to the Notice of General Meeting in Part 10 (*Notice of General Meeting*) of this

document, respectively. In the case of the Court Meeting only, if you have not appointed a proxy electronically by such time, you may complete the BLUE Form of Proxy and hand it to a representative of Equiniti on behalf of the Chair of the Court Meeting or to the Chair of the Court Meeting at or before the commencement of that meeting.

As an alternative to completing and returning the printed Forms of Proxy or appointing a proxy electronically, if you hold your Pod Point Shares in uncertificated form (i.e. in CREST), you may vote using the CREST proxy voting service in accordance with the procedures set out in the CREST Manual.

CREST personal members or other CREST sponsored members, and those CREST members who have appointed any voting service provider(s), should refer to their CREST sponsor or voting service provider(s), who will be able to take the appropriate action on their behalf. In order for a proxy appointment or instruction made using the CREST service to be valid, the appropriate CREST Proxy Instruction must be properly authenticated in accordance with the specifications of Euroclear and must contain the information required for such instructions as described in the CREST Manual. The message (regardless of whether it constitutes the appointment of a proxy or an amendment to the instructions given to a previously appointed proxy) must, in order to be valid, be transmitted so as to be received by Equiniti (CREST participant ID RA19) not later than 10.30 a.m. on 16 July 2025 in the case of the Court Meeting and not later than 10.45 a.m. on 16 July 2025 in the case of the General Meeting (or, in the case of an adjourned meeting, by such time as is set out in the Notice of Court Meeting in Part 9 (*Notice of Court Meeting*) and the notes to the Notice of General Meeting in Part 10 (*Notice of General Meeting*) of this document, respectively). For this purpose, the time of receipt will be taken to be the time (as determined by the time stamp applied to the message by the CREST application host) from which Equiniti is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. After this time any change of instructions to proxies appointed through CREST should be communicated to the appointee through other means. CREST members and, where applicable, their CREST sponsors or voting service providers, should note that Euroclear does not make available special procedures in CREST for any particular messages. Normal system timings and limitations will therefore apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member or sponsored member or has appointed any voting service provider(s), to procure that their CREST sponsor or voting service provider(s) take(s)) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by a particular time. CREST members and, where applicable, their CREST sponsors or voting service providers are referred, in particular, to those sections of the CREST Manual concerning the practical limitations of the CREST system and timings. Pod Point may treat as invalid a CREST Proxy Instruction in the circumstances set out in the Regulations.

If you are an institutional investor you may be able to appoint a proxy electronically via the Proxymity platform, a process which has been agreed by the Company and approved by the Registrar. For further information regarding Proxymity, please go to www.proxymity.io. Your proxy must be lodged by no later than 10.30 a.m. on 16 July 2025 in the case of the Court Meeting and not later than 10.45 a.m. on 16 July 2025 in the case of the General Meeting or, in the case of any adjournment, by such time as is set out in the Notice of Court Meeting in Part 9 (*Notice of Court Meeting*) and the notes to the Notice of General Meeting in Part 10 (*Notice of General Meeting*) of this document, respectively. Before you can appoint a proxy via this process you will need to have agreed to Proxymity's associated terms and conditions. It is important that you read these carefully as you will be bound by them and they will govern the electronic appointment of your proxy.

The completion and return of a Form of Proxy, the electronic appointment of a proxy, the submission of a proxy via CREST or the appointment of a proxy via the Proxymity platform will not prevent you from attending and voting at the Court Meeting or the General Meeting, or any adjournment thereof, in person if you should wish and if you are entitled to do so.

Pod Point Share Plans

Pod Point Share Plan participants will be contacted separately regarding the effect of the Acquisition on their Awards.

Pod Point Shareholder helpline

If you have any queries please call the Pod Point Shareholder helpline between 8.30 a.m. and 5.30 p.m. Monday to Friday (except public holidays in England and Wales) on +44 (0) 371 384 2050. Calls to the helpline from outside the UK will be charged at applicable international rates. Different charges may apply to calls from mobile telephones.

Calls may be recorded and randomly monitored for security and training purposes. Please note that Equiniti cannot provide advice on the merits of the Acquisition or give any financial, legal or tax advice.

PART 1
LETTER FROM THE CHAIR OF POD POINT GROUP HOLDINGS PLC

Pod Point GROUP HOLDINGS PLC
(incorporated and registered in England and Wales with registered number 12431376)

Independent Pod Point Directors:

Andrew Palmer (Chair)
Melanie Lane (Chief Executive Officer)
Karen Myers (Senior Independent Non-Executive Director)
Erika Schraner (Non-Executive Director)*
Gareth Davis (Non-Executive Director)
Margaret Amos (Non-Executive Director)
Norma Dove-Edwin (Non-Executive Director)*

Registered office:

222 Gray's Inn Road,
London, England,
WC1X 8HB

25 June 2025

To all Pod Point Shareholders and, for information only, to participants in the Pod Point Share Plans and persons with information rights

Dear Shareholder

**RECOMMENDED CASH ACQUISITION OF
POD POINT GROUP HOLDINGS PLC BY EDF ENERGY CUSTOMERS LIMITED**

1. Introduction

On 12 June 2025, the Independent Pod Point Directors and the EDF Board announced that they had reached agreement on the terms of a recommended cash acquisition of the entire issued and to be issued ordinary share capital of Pod Point other than the Pod Point Shares already held by EDF. As at the Latest Practicable Date, EDF held approximately 53 per cent. of the issued share capital of Pod Point. The Acquisition is intended to be implemented by means of a scheme of arrangement under Part 26 of the Companies Act.

I am writing to you on behalf of the Independent Pod Point Directors to explain the background to, and principal terms of, the Acquisition, to encourage you to vote at the Shareholder Meetings to be held on 18 July 2025 to consider the Scheme, and to explain why the Independent Pod Point Directors consider the terms of the Acquisition to be fair and reasonable and are therefore unanimously recommending that Pod Point Shareholders vote in favour of the Scheme at the Court Meeting and the Acquisition Resolution at the General Meeting, as the Independent Pod Point Directors who hold Pod Point Shares have irrevocably undertaken to do in respect of their own holdings of Pod Point Shares.

I also draw your attention to the letter from Panmure Liberum set out in Part 2 (*Explanatory Statement*) of this document, which sets out details of the Acquisition, and to the full terms of the Scheme set out in Part 5 (*The Scheme of Arrangement*) and the additional information set out in Part 9 (*Additional Information*) of this document.

2. Summary of the terms of the Acquisition

It is proposed that the Acquisition will be implemented by way of a scheme of arrangement under Part 26 of the Companies Act, which requires the approval of relevant Pod Point Shareholders and the sanction of the Court.

Under the terms of the Acquisition, which is subject to the Conditions and further terms set out in Part 3 (*Conditions to and further terms of the Acquisition*) of this document, the Scheme Shares will be transferred to EDF and Scheme Shareholders will be entitled to receive:

for each Pod Point Share

6.5 pence in cash

The Acquisition values the share capital of Pod Point at approximately £10.6 million on a fully diluted basis. The cash value of the offer represents a premium of approximately 24 per cent. to the Closing Price of 5.24 pence per Pod Point Share on 23 April 2025 (being the last trading day prior to the commencement of the Offer Period).

If, on or after 12 June 2025 (being the date of the Announcement) and on or before the Effective Date, any dividend and/or other distribution and/or return of capital is authorised, announced, declared, made or paid or becomes payable in respect of Pod Point Shares, EDF reserves the right to reduce the Consideration payable under the Acquisition by an amount equal to all or part of any such dividend and/or other distribution and/or return of capital, in which case Pod Point Shareholders would be entitled to receive and retain any such dividend and/or other distribution and/or return of capital.

3. Background to, and reasons for, the recommendation

Pod Point has grown rapidly since its foundation and is a leading brand charge point operator with the largest retail network of over 250,000 charging points in the UK. More recently the Pod Point Group has expanded its international operations launching in Spain. As the market has continued to grow and mature, the Pod Point Group has refined its proposition by entering into the UK's new "Energy Flex" markets in 2023.

However, Pod Point has been consistently cash flow negative throughout its history and as such has been reliant on grant funding and the financial support from EDF as its largest shareholder to execute its business strategy to date.

Despite core strengths of scale, brand, trusted customer relationships, energy flex capabilities and multiple routes to market, the slower-than-expected adoption of EVs, increased competition and the rise of alternative distribution channels has meant that the Pod Point Group has made slower than expected progress towards profitability and net cash generation.

In response, Pod Point has re-branded as "Pod" to provide a platform for a broader range of products over time and has adapted its customer proposition from selling stand-alone charge points to offering a monthly subscription-based charging service, that includes the charger, installation, maintenance, warranty and miles via its "Pod Drive" proposition, which leverages the value of Pod's participation in the Energy Flex markets.

This is expected to substantially increase the scope and attractiveness of Pod—and EV adoption—for drivers, generating recurring revenue to place the business on a sustainable footing.

The Independent Pod Point Directors have a high degree of conviction in the revised strategy, capabilities and potential of Pod Point as a standalone company, but recognise that the Pod Point Group's capital requirement has been exacerbated by the strategic pivot in its business model which requires additional capital to fund the up-front working capital investment.

In February 2025, Pod Point engaged Panmure Liberum to assist in examining a range of strategic and financing options in order to optimise Pod Point's capital structure as Pod Point seeks to pivot to the aforementioned subscription-based and service-led business model.

Pod Point was not able to obtain the funding required to provide long-term security for the operations of the business and to secure the interests of the wider stakeholders of the Pod Point Group prior to the approach from EDF in connection with the Acquisition.

In the absence of the Acquisition, or any alternative funding or strategic options, Pod Point will need to consider, and may be required to take immediate steps to implement, alternatives which seek to protect the interests of its creditors, including financial creditors, commercial counterparties and employees. There can be no guarantee that Pod Point would be able to implement appropriate alternatives in the available timeframe and, in that case, Pod Point would face an uncertain financial future.

The Independent Pod Point Directors believe that there is no present viable alternative likely to produce more value for Pod Point Shareholders than would be available through the Acquisition, and further that the Acquisition represents the only realistic prospect at this time of allowing Pod Point to continue as a going concern.

ACCORDINGLY, THE INDEPENDENT POD POINT DIRECTORS UNANIMOUSLY RECOMMEND THE ACQUISITION.

4. Irrevocable undertakings

EDF has received irrevocable undertakings from the Independent Pod Point Directors who are interested in Pod Point Shares to vote (or procure the voting) in favour of the Scheme at the Court Meeting and the Acquisition Resolution at the General Meeting in respect of a total of 687,000 Pod Point Shares, representing, in aggregate, approximately 0.4 per cent. of the total issued ordinary share capital of Pod Point as at the Latest Practicable Date.

EDF has also received irrevocable undertakings in respect of 21,916,721 Pod Point Shares to vote in favour of the Scheme at the Court Meeting and to vote (or procure votes) in favour of the Acquisition Resolution at the General Meeting from the Legal & General Entities representing, in aggregate, approximately 14.0 per cent. of the total issued ordinary share capital of Pod Point as at the Latest Practicable Date.

In addition, EDF has also received a non-binding letter of intent from Schroder Investment Management Limited to vote (or procure votes) in favour of the Scheme at the Court Meeting and the Acquisition Resolution at the General Meeting (or in the event that the Acquisition is implemented by Takeover Offer, to accept or procure acceptance of such offer) in respect of, in aggregate, 6,157,321 Pod Point Shares, representing approximately 3.9 per cent. of the ordinary share capital of Pod Point in issue as at the Latest Practicable Date.

EDF has therefore received irrevocable undertakings and a letter of intent in respect of a total of 28,761,042 Pod Point Shares representing, in aggregate, approximately 18.3 per cent. of the total ordinary issued share capital of Pod Point as at the Latest Practicable Date.

Under the terms of all the irrevocable undertakings received by EDF, if the Acquisition is implemented by way of a Takeover Offer, the relevant shareholders have also committed to accept (or procure the acceptance of) such Takeover Offer. Further details of these irrevocable undertakings (including the circumstances in which they may lapse) are set out in paragraph 7 of Part 6 (*Additional Information*) of this document.

5. EDF's intentions for the Pod Point business and the Combined Group

EDF's strategic plans for Pod Point

EV charging has been and will continue to be an important component of EDF's customer offering. EDF recognises Pod Point's strength in this market and is supportive of Pod Point's new strategy, comprising a refreshed brand and positioning, and the recently launched "Pod Drive" customer proposition, noting that the success of this strategy still needs to be proven, and that it will be underpinned by the ongoing successful execution of Energy Flex and Recurring Revenues and Cost Out initiatives.

EDF believes it is uniquely placed to support Pod Point in pursuing these strategic goals. EDF also sees the Acquisition bringing opportunities to:

- better serve the needs of some of the largest commercial customers of Pod Point through EDF's Izivia expertise;
- enhance product offerings and customer services for EDF's UK Home customers through combinations of EV, Heat pump, Tariff, Flex and Photovoltaic (PV) channels;
- capture benefits from cross-selling in both B2B and B2C sectors; and
- achieve significant cost savings in areas such as Pod Point's IT development and maintenance and central and support services.

Following the Effective Date, Pod Point will continue to operate as a separate legal entity within EDF's Zero Carbon Homes division, with its own business plans and dedicated management team. This will allow Pod Point to continue to be agile in implementing its strategy and responding to rapidly evolving market conditions.

Prior to the Announcement, and consistent with market practice, whilst EDF has been granted access to Pod Point's senior management for the purpose of confirmatory due diligence, it has not yet had access to sufficiently detailed information to finalise its post-completion integration plans. EDF expects to formulate these specific plans after the Effective Date and following comprehensive consultation with relevant stakeholders.

Accordingly, following the Effective Date, EDF intends to work with Pod Point's management to undertake a detailed evaluation of Pod Point's business (the "**Evaluation**"). The Evaluation will include, among other things, an assessment of the short and long-term objectives and business plans, the governance and management structure of Pod Point and how to best align them with the existing governance and management arrangements within EDF, and the identification of overlapping functions and offices and areas of cost savings. The Evaluation is expected to be completed within 90 days of the Effective Date.

Employees and management

EDF recognises the importance of the talented management team and employee base within Pod Point, which will have a key role to play in ensuring the success of the Acquisition. EDF believes that the Acquisition will bring together two businesses with similar cultures and values, and will provide the benefits and opportunities of being part of a larger, more diversified group.

EDF anticipates that the Acquisition provides the opportunity to realise cost efficiencies and reduce Pod Point's cost base, which can be achieved through a combination of operating and process efficiency, greater economies of scale, system investment and workforce reductions. EDF anticipates that such workforce reductions are likely to occur in three key areas:

- a reduction in public listed company-related functions;
- further reductions in the workforce where overlapping roles are identified during the Evaluation, notably in support functions, shared services in HR, Legal, Finance and IT support, as well as common business activities in Marketing, Flexibility Services and software development related to electricity charging services, and other areas of duplication; and
- potential additional reductions, including within the senior management team, to reduce Pod Point's costs to more sustainable levels in order to secure its future.

Any workforce changes will be subject to comprehensive planning and engagement with affected employees and their representatives in accordance with applicable law. Wherever appropriate, any headcount reductions will be realised through offering employees redeployment opportunities and/or voluntary redundancies and/or through natural attrition.

Notwithstanding the anticipated reductions in the workforce to reduce Pod Point's costs to more sustainable levels, EDF does not intend to make material changes to the balance of the skills and functions of Pod Point employees in non-overlapping functions. Save as otherwise set out in this paragraph 5, EDF does not intend to make any material changes to the conditions of employment of Pod Point employees, taken as a whole, during the first 12 months following the Effective Date. However, in the longer term, EDF intends to review the terms, conditions and benefits arrangements that apply to Pod Point employees with a view to aligning them with those of EDF employees. Following the Effective Date, the existing contractual and statutory employment rights, including in relation to pensions, of all Pod Point employees will be fully safeguarded in accordance with applicable law.

It is intended that, with effect from the Effective Date, all Pod Point Directors shall resign from their office (and that the non-executive directors be paid in lieu of three months of notice and be available to provide guidance in their respective areas for three months post the Effective Date). They will be replaced by EDF nominated directors.

EDF has not entered into, nor had any discussions regarding, any form of incentive arrangements with any member of Pod Point's management. However, EDF intends to review the terms, conditions and benefits arrangements that apply to Pod Point senior management during the Evaluation with a view to aligning them with those of EDF management. This will include Pod Point senior management being eligible to participate in a new 2025 long-term incentive plan.

Pensions

EDF does not intend to change defined contribution pension rates or member admission / eligibility criteria of Pod Point's defined contribution pension scheme during the first 12 months following the Effective Date. However, in the longer term, EDF intends to explore options to combine or transfer Pod Point's defined contribution pension scheme into EDF's defined contribution pension schemes. Pod Point does not operate a defined benefit pension scheme.

Headquarters, locations and fixed assets

As part of the Evaluation, EDF will consider how it might simplify Pod Point's office footprint. Where there is geographic overlap and a cost reduction opportunity, EDF intends to consolidate the existing offices (including Pod Point's head office in central London) and to relocate Pod Point employees to nearby locations of EDF, subject to any required engagement with affected employees and/or their representatives in accordance with applicable law. Save as set out above, EDF does not intend to change the locations of business of Pod Point or redeploy any of the fixed assets of Pod Point.

Research and development

Pod Point has a software and hardware development function in relation to its EV charging products. EDF intends to review the future of these functions during the Evaluation and assess ways in which they are best integrated with the rest of the EDF Group. This review is separate from the potential headcount reductions of overlapping roles in software development related to electricity charging services, as mentioned in "Employees and management" paragraph above.

Trading facilities

Pod Point Shares are currently listed on the Official List and admitted to trading on the London Stock Exchange. As set out in paragraph 9, applications will be made for the cancellation of the listing of Pod Point Shares on the Official List and the cancellation of trading of Pod Point Shares on the London Stock Exchange, in each case with effect from or shortly following the Effective Date, and steps will be taken to re-register Pod Point as a private limited company following the Effective Date.

No post-offer undertakings

None of the statements in this paragraph 5 are "post-offer undertakings" for the purposes of Rule 19.5 of the Takeover Code.

6. Current trading and prospects of Pod Point

The Company released its preliminary results to 31 December 2024 on 12 June 2025, in which the Company stated the below (defined terms are per the preliminary results announcement):

"2024 has been a year of challenges, change and progress for Pod. The number of EV cars sold in the UK was up 20% on 2023 and there remains a clear trajectory to the electrification of the UK economy given successive government policies as well as the transition of the UK car parc to one being dominated by EVs over the long term.

However, the glide path was not without some bumps as private new car sales were down year-on-year, adversely affecting our UK Home business segment revenues. Consumer confidence remained muted, and cost of living pressures have not disappeared. The ongoing challenges with infrastructure investment for EV charging remains an impediment to faster take-up of EV sales. Our Commercial business significantly declined, in part, due to strategic exits of non-core segments.

We also saw a change in the competitive set, with customers placing greater emphasis on energy tariff in their decision making. In response we introduced the Plug & Power bundle with EDF, which reduced the upfront cost of a chargepoint and spread the remaining cost across a two-year fixed tariff with EDF. Despite this, we delivered below our expectations in the UK Home segment.

Against this mixed backdrop, the Group made good progress during the year on many fronts under its new Leadership Team, taking advantage of our market-leading position, our emerging position in the Energy Flex market, leveraging our relationship with EDF and harnessing the benefits of regulatory change. The foundation blocks of our customer lifetime value ("CLTV") have been put in place as we move from a

business selling chargers to one selling a broader range of charging services. In May 2025, the Group launched Pod Drive, an all-inclusive home charging service. The Pod Drive subscription gives drivers a cheaper and more convenient way to charge their EV at home, reducing the up-front costs of installing a charger from £1,249 to £99, while rewarding customers with cashback on up to 7,500 “smart charged” miles per year, covering household electricity costs of charging their vehicle.

Our cost position is now more attractive given our cost out programme delivering on its £6 million target.”

7. Pod Point Share Plans

Information relating to the effect of the Acquisition on participants in the Pod Point Share Plans is set out in paragraph 9 of Part 2 (*Explanatory Statement*) of this document. Pod Point Share Plan participants will be contacted separately regarding the effect of the Acquisition on their Awards.

8. The Scheme and the Shareholder Meetings

The Acquisition is being implemented by means of a scheme of arrangement between Pod Point and its shareholders under Part 26 of the Companies Act (although EDF reserves the right to effect the Acquisition by way of a Takeover Offer subject to Panel consent, where necessary, and the terms of the Co-operation Agreement). The Scheme is an arrangement between Pod Point and Scheme Shareholders and is subject to the approval of the Court. The procedure involves, among other things, an application by Pod Point to the Court to sanction the Scheme, which will involve the Scheme Shares being transferred to EDF, in consideration for which Scheme Shareholders will receive the Consideration from EDF (on the basis described in paragraph 2 of this Part 1). The purpose of the Scheme is to provide for EDF to become the holder of the entire issued and to be issued ordinary share capital of Pod Point not already directly or indirectly owned by EDF.

To become Effective, the Scheme requires, among other things, the approval of a majority in number of the Scheme Shareholders present and voting (and entitled to vote) in person or by proxy at the Court Meeting, representing not less than 75 per cent. in value of the relevant Scheme Shares voted, and the passing of the Acquisition Resolution at the General Meeting by Pod Point Shareholders present and voting (and entitled to vote) in person or by proxy at the General Meeting, representing not less than 75 per cent. of the votes cast. EDF is not entitled to vote at the Court Meeting but is entitled to vote at the General Meeting.

The Scheme is also conditional upon no steps or corporate action having been taken, or legal proceedings having been commenced or threatened, by or against any member of the Wider Pod Point Group, for its winding-up or for the commencement of any other insolvency related process (except where the steps or corporate action have been taken, or legal proceedings commenced or threatened by, any member of the Wider EDF Group).

Following the Court Meeting and the General Meeting and the satisfaction (or, where applicable, waiver) of the other Conditions, the Scheme must also be sanctioned by the Court. The Scheme will only become Effective upon a copy of the Court Order being delivered to the Registrar of Companies. Upon the Scheme becoming Effective, it will be binding on all Scheme Shareholders holding Scheme Shares at the Scheme Record Time, irrespective of whether or not they attended or voted at the Court Meeting or the General Meeting (and, if they attended or voted, whether or not they voted in favour).

It is important that, for the Court Meeting, as many votes as possible are cast so that the Court may be satisfied that there is a fair representation of the opinion of Scheme Shareholders. You are therefore strongly urged to complete and return your Forms of Proxy (or make an electronic appointment of a proxy or submit a proxy vote via CREST) as soon as possible.

Further details of the Scheme and the Shareholder Meetings are set out in paragraph 12 of Part 2 (*Explanatory Statement*) of this document.

9. Delisting

Your attention is drawn to paragraph 10 of Part 2 (*Explanatory Statement*) of this document in relation to EDF's intentions regarding the de-listing of, and cancellation of trading in, Pod Point Shares following the Effective Date.

It is intended that the London Stock Exchange and the FCA will be requested, respectively, to cancel trading in Pod Point Shares on the London Stock Exchange's main market for listed securities and to remove the listing of the Pod Point Shares from the Official List, in each case by 8.00 a.m. on the Business Day following the Effective Date.

On the Effective Date, each certificate representing a holding of Pod Point Shares subject to the Scheme will cease to be valid. Following settlement of the Consideration to which a Scheme Shareholder is entitled under the Scheme, Scheme Shareholders will be bound on the request of Pod Point either (i) to destroy such Pod Point Share certificates; or (ii) to return such Pod Point Share certificates to Pod Point, or to any person appointed by Pod Point, for cancellation.

10. Overseas Shareholders

Overseas Shareholders should refer to paragraph 11 of Part 2 (*Explanatory Statement*) of this document, which contains important information relevant to such holders.

11. United Kingdom taxation

Your attention is drawn to paragraph 5 of Part 6 (*Additional Information*) of this document headed "United Kingdom taxation", which contains a summary of limited aspects of the United Kingdom tax treatment of the Scheme. Although this document contains certain tax-related information, it does not constitute tax advice and does not purport to be a complete analysis of all potential UK tax consequences of the Scheme.

If you are in any doubt about your own tax position or you are subject to taxation in any jurisdiction other than the UK, you should consult an appropriately qualified independent professional adviser immediately.

12. Action to be taken

Eligible Pod Point Shareholders are therefore being asked to vote on the following resolutions:

- (a) at the Court Meeting, the resolution to approve the Scheme, which requires the approval of a majority in number of the Scheme Shareholders present and voting (and entitled to vote) at the Court Meeting, either in person or by proxy, representing at least 75 per cent. in value of the Scheme Shares voted by such Scheme Shareholders; and
- (b) at the General Meeting, the special resolution of Pod Point Shareholders to approve: (A) the authorisation of the Independent Pod Point Directors to take all such actions as they may consider necessary or appropriate to give effect to the Scheme; and (B) the amendment of the Pod Point Articles in the manner described in paragraph 12 of Part 2 (*Explanatory Statement*) of this document, which requires the approval of Pod Point Shareholders representing not less than 75 per cent. of the votes validly cast at such General Meeting, either in person or by proxy.

EDF is not entitled to vote at the Court Meeting but is entitled to vote at the General Meeting.

Further details of the approvals being sought at the Court Meeting and the General Meeting and details of the actions to be taken by Pod Point Shareholders in respect of the Acquisition are set out in paragraph 13 of Part 2 (*Explanatory Statement*) of this document.

13. Recommendation

The Independent Pod Point Directors, who have been so advised by Panmure Liberum as to the financial terms of the Acquisition, consider the terms of the Acquisition to be fair and reasonable. In providing advice to the Independent Pod Point Directors, Panmure Liberum have taken into account the commercial assessments of the Independent Pod Point Directors. Panmure Liberum is providing independent financial advice to the Independent Pod Point Directors for the purposes of Rule 3 of the Takeover Code.

Accordingly, the Independent Pod Point Directors recommend unanimously that Pod Point Shareholders vote (or procure votes) in favour of the Scheme at the Court Meeting and to vote (or procure votes) in favour of the Acquisition Resolution at the General Meeting (or in the event that the Acquisition is implemented by Takeover Offer, to accept or procure acceptance of such offer) as the Independent Pod

Point Directors who hold Pod Point Shares have irrevocably undertaken to do (or procure to be done) in respect of their own beneficial holdings of 687,000 Pod Point Shares in total, representing in aggregate approximately 0.4 per cent. of Pod Point's issued ordinary share capital as at the Latest Practicable Date.

Rob Guyler, a non-executive director of Pod Point, is not considered by Pod Point to be independent for the purposes of the Acquisition by virtue of his appointment to the Pod Point Board as a representative of EDF. As a result, Rob Guyler has not been treated as an Independent Pod Point Director and has not participated in the consideration of the Acquisition by the Independent Pod Point Directors or the decision of the Independent Pod Point Directors to recommend the Scheme.

14. Further information

Your attention is drawn to the letter from Panmure Liberum set out in Part 2 (*Explanatory Statement*) of this document (being the explanatory statement made in compliance with section 897 of the Companies Act), which gives further details about the Acquisition and the Scheme that is set out in full in Part 4 (*The Scheme of Arrangement*) of this document. Please note that reading the information in this Part 1 is not a substitute for reading the remainder of this document.

Yours faithfully

Andrew Charles Palmer
Chair

PART 2
EXPLANATORY STATEMENT

(in compliance with section 897 of the Companies Act)

**PANMURE
LIBERUM**

25 June 2025

To all Pod Point Shareholders and, for information only, to participants in the Pod Point Share Plans and persons with information rights

Dear Shareholder

**RECOMMENDED CASH ACQUISITION OF
POD POINT GROUP HOLDINGS PLC BY EDF ENERGY CUSTOMERS LIMITED**

1. Introduction

On 12 June 2025, the Independent Pod Point Directors and the EDF Board announced that they had agreed the terms of a recommended cash acquisition of the entire issued and to be issued ordinary share capital of Pod Point other than the Pod Point Shares already held by EDF. As at the Latest Practicable Date, EDF held approximately 53 per cent. of the issued share capital of Pod Point. The Acquisition is intended to be implemented by means of a scheme of arrangement under Part 26 of the Companies Act.

Your attention is drawn to the letter from the Chair of Pod Point set out in Part 1 (*Letter from the Chair of Pod Point Group Holdings plc*) of this document, which forms part of this Explanatory Statement. That letter contains, among other things, information on the background to and reasons for the recommendations made by Independent Pod Point Directors to eligible Pod Point Shareholders to vote in favour of the Scheme at the Court Meeting and the Acquisition Resolution at the General Meeting.

Your attention is also drawn to Part 3 (*Conditions to and further terms of the Acquisition*), Part 5 (*Financial Information*) and Part 6 (*Additional Information*) of this document. The Scheme is set out in full in Part 4 (*The Scheme of Arrangement*) of this document.

The Independent Pod Point Directors, who have been so advised by Panmure Liberum as to the financial terms of the Acquisition, consider the terms of the Acquisition to be fair and reasonable. In providing advice to the Independent Pod Point Directors, Panmure Liberum have taken into account the commercial assessments of the Independent Pod Point Directors.

We have been authorised by the Independent Pod Point Directors to write to you to explain the terms of the Acquisition and the Scheme and to provide you with other relevant information. This Explanatory Statement contains a summary of the provisions of the Scheme. The Scheme is set out in full in Part 4 (*The Scheme of Arrangement*) of this document. Your attention is also drawn to the other parts of this document, which are deemed to form part of this Explanatory Statement, including Part 1 (*Letter from the Chair of Pod Point Group Holdings plc*), the Conditions and certain further terms set out in Part 3 (*Conditions to and further terms of the Acquisition*) and the additional information set out in Part 6 (*Additional Information*) of this document.

Pod Point Shareholders should read the whole of this document before deciding whether or not to vote in favour of the Scheme at the Court Meeting and the Acquisition Resolution at the General Meeting.

Statements made or referred to in this letter regarding EDF's reasons for the Acquisition, information concerning the business of the EDF Group, the financial effects of the Acquisition on EDF and/or intentions or expectations of or concerning the EDF Group reflect the views of the EDF Board.

Statements made or referred to in this letter regarding the background to and reasons for the recommendation of the Independent Pod Point Directors, information concerning the business of the Pod Point Group, and/or intentions or expectations of or concerning the Pod Point Group, reflect the views of the Independent Pod Point Directors.

2. Summary of the terms of the Acquisition

The Acquisition will be implemented by way of a scheme of arrangement under Part 26 of the Companies Act.

Under the terms of the Acquisition, which is subject to the Conditions and further terms set out in Part 3 (*Conditions to and further terms of the Acquisition*) of this document, the Scheme Shares will be transferred to EDF and Scheme Shareholders will be entitled to receive:

for each Pod Point Share

6.5 pence in cash

The Acquisition values the share capital of Pod Point at approximately £10.6 million on a fully diluted basis. The cash value of the offer represents a premium of approximately 24.0 per cent. to the Closing Price of 5.24 pence per Pod Point Share on 23 April 2025 (being the last trading day prior to the commencement of the Offer Period).

The Pod Point Shares will be acquired pursuant to the Acquisition fully paid and free from all liens, equities, charges, encumbrances, options, rights of pre-emption and any other third party rights and interests of any nature whatsoever and together with all rights now or hereafter attaching or accruing to them, including voting rights and the right to receive and retain in full all dividends and other distributions (if any) announced, declared, made or paid or any other return of capital or value (whether by reduction of share capital or share premium account or otherwise) by reference to a record date after the Effective Date.

If, on or after 12 June 2025 (being the date of the Announcement) and on or prior to the Effective Date, any dividend and/or other distribution and/or return of capital is authorised, announced, declared, made or paid or becomes payable in respect of Pod Point Shares, EDF reserves the right to reduce the Consideration payable under the Acquisition by an amount equal to all or part of any such dividend and/or other distribution and/or return of capital, in which case Pod Point Shareholders would be entitled to receive and retain any such dividend and/or other distribution and/or return of capital.

3. Conditions

The Acquisition and, accordingly, the Scheme is subject to the Conditions (set out in full in Part 3 (*Conditions to and further terms of the Acquisition*) of this document).

To become Effective, the Scheme requires, among other things (a) the approval of a majority in number of the Scheme Shareholders present and voting (and entitled to vote) at the Court Meeting, either in person or by proxy, representing at least 75 per cent. in value of the Scheme Shares voted by such Scheme Shareholders, and (b) the approval of the Acquisition Resolution (being a special resolution) by Pod Point Shareholders present and voting (and entitled to vote) at the General Meeting, either in person or by proxy, representing not less than 75 per cent. of the votes cast. EDF is not entitled to vote at the Court Meeting but is entitled to vote at the General Meeting. The Scheme must also be sanctioned by the Court. The Scheme can only become Effective if all Conditions to the Scheme, including shareholder approvals and the sanction of the Court, have been satisfied (unless, where applicable, the relevant Condition is waived).

The Conditions in paragraphs 1 and 2 of Part A of Part 3 (*Conditions to and further terms of the Acquisition*) of this document provide that the Scheme will lapse if:

- the Court Meeting and the General Meeting are not held on or before 9 August 2025 (being the 22nd day after the expected dates of the Court Meeting and General Meeting, respectively) or such later date, if any (a) as EDF and Pod Point may agree, or (b) (in a competitive situation) as may be specified by EDF with the consent of the Panel, and in each case that (if so required) the Court may allow;
- the Court Hearing to sanction the Scheme is not held on or before 22 August 2025 (being the 22nd day after the expected date of the Court Hearing as set out in this document) or such later date, if any (a) as EDF and Pod Point may agree, or (b) (in a competitive situation) as may be specified by EDF with the consent of the Panel, and in each case that (if so required) the Court may allow; and
- the Scheme has not become Effective by 11.59 p.m. on the Long Stop Date.

The Scheme will also lapse if any member of the Wider Pod Point Group takes steps or has steps taken against them for their winding-up or for the commencement of any other insolvency related process (except where the steps or corporate action have been taken, or legal proceedings commenced or threatened by, any member of the Wider EDF Group).

The Shareholder Meetings and the nature of the approvals required to be given at them are described in more detail in paragraph 12 of this Part 2. All Scheme Shareholders are entitled to attend the Court Hearing in person or through representation to support or oppose the sanctioning of the Scheme.

If any Condition in paragraphs 1, 2(A), 2(B) and 2(C) of Part A of Part 3 (*Conditions to and further terms of the Acquisition*) of this document is not capable of being satisfied by the date specified therein, EDF shall make an announcement through a Regulatory Information Service as soon as practicable and, in any event, by not later than 8.00 a.m. on the Business Day following the relevant date, stating whether EDF has invoked that Condition, (where applicable) waived that Condition or, with the agreement of Pod Point (or as the case may be, the Panel), specified a new date by which that Condition must be satisfied.

The Scheme will become Effective in accordance with its terms upon a copy of the Court Order being delivered to the Registrar of Companies. Subject to the sanction of the Scheme by the Court, this is expected to occur during calendar Q3 of 2025. Unless the Scheme becomes Effective by no later than 11.59 p.m. on the Long Stop Date, the Scheme will not become Effective and the Acquisition will not proceed.

Upon the Scheme becoming Effective: (i) it will be binding on all Scheme Shareholders holding Scheme Shares at the Scheme Record Time, irrespective of whether or not they attended or voted at the Court Meeting or the General Meeting (and if they attended or voted, whether or not they voted in favour); (ii) share certificates in respect of Pod Point Shares will cease to be valid; and (iii) entitlements to Pod Point Shares held within the CREST system will be cancelled. On or shortly after the Effective Date, the Scheme Shares will be transferred to EDF.

4. Background to and reasons for the Acquisition

EDF has a long-standing commitment to supporting the UK's transition to net zero and has identified the decarbonisation of transport as a strategic priority. EVs will play a central role in this transition and the provision of reliable, accessible, and smart charging infrastructure is essential to accelerating EV adoption across the UK.

Pod Point is one of the UK's leading providers of EV charging solutions, with a well-established brand, broad customer base, and nationwide footprint with strong commercial relationships with leading OEMs, housebuilders, leasing and fleet companies. EDF views EV charging as an integral component of its broader vision for the future of energy services. EDF recognises Pod Point's strength in the EV market, and is supportive of Pod Point's new "Pod Drive" consumer proposition and broader charging solutions strategy, recognising that the success of this strategy still needs to be proven.

Since its initial investment in 2020, EDF has consistently provided both financial and operational support to Pod Point. This includes supporting the business through the challenges of the COVID-19 pandemic, facilitating investment in product development and charger footprint, and working closely with Pod Point's management ahead of its IPO and listing on the London Stock Exchange in 2021. Following Pod Point's IPO, EDF continued to provide support as the company's majority shareholder, actively supporting its long-term growth ambitions to ensure continued access to resources and expertise from within the Wider EDF Group.

EDF has long recognised the potential for value creation stemming from cooperation between Pod Point and EDF. EV charging companies have struggled in the public markets, and since IPO, Pod Point has not performed in line with EDF's expectations given the difficult market conditions.

An independent Pod Point would require substantial third party financing, which would be highly challenging to obtain given current market conditions. Absent such further financing, Pod Point faces liquidity pressures and it is therefore clear that Pod Point requires a sustainable long term solution that eliminates the risk of financial distress.

EDF believes that Pod Point will be better positioned to pursue its long-term strategic goals as a wholly-owned subsidiary, free from the short-term demands of public equity markets and able to benefit from long-term funding commitments and EDF capabilities in Flex, Public Charging and home energy management.

By acquiring the Pod Point Shares that it does not already own, EDF will be able to provide Pod Point with long-term stability and enhanced operational support as part of the broader EDF group. This will enable Pod Point to continue investing in charging products, technological innovation, and leading customer service, while accelerating progress towards the UK's decarbonisation targets.

EDF believes that full ownership of Pod Point will also facilitate closer integration with its wider UK energy activities, enabling synergies across residential, commercial, grid flexibility and public charging infrastructure, as well as unlocking opportunities to optimise EV charging with low-carbon and renewable electricity supply.

EDF brings a strong track record as a leading energy company with global expertise in low-carbon generation, infrastructure investment, and customer energy solutions. Its scale, financial strength, and technical capabilities make it the ideal partner to support infrastructure projects such as EV charging networks and the auxiliary services that complement the sector. In addition, EDF's innovative leadership in sustainable projects and grid decarbonisation showcases its ability to act as a highly complementary and stable long-term partner for Pod Point as it seeks to accelerate the provision of charging services in order to support the energy transition across the UK.

As such, EDF considers the offer to be highly attractive to Pod Point's shareholders and delivers the certainty to realise their investment in cash today, in contrast to the material risk and uncertainty associated with securing third party financing for and executing Pod Point's current strategy as a listed company.

5. Information on Pod Point

Pod Point is a pioneer in the EV charging industry, having launched in 2009 and since demonstrated a consistent track record of innovation in both the EV charging space and more recently in Energy Flex, becoming the first EV charging company to access both the wholesale and capacity markets.

Pod Point is one of the leading providers of EV charging solutions in the UK, with a network of over 250,000 chargers, a highly regarded consumer brand and a broad set of deep commercial relationships with OEMs, housebuilders and leasing and fleet companies. Pod Point has recently launched a unique consumer offer, "Pod Drive", a subscription-based proposition that provides consumers with cost savings, convenience and choice. "Pod Drive" introduces the operating model of "home charging as a service".

Pod Point is listed on the main market of the London Stock Exchange, employs 335 people (excluding non-executive directors, contractors and through the "Omnipresent" platform) and is headquartered in London.

6. Information on EDF

EDF supports the UK in achieving its net zero ambitions by leading the transition to a cleaner, low emission, electric future and tackling climate change. It is the UK's largest producer of zero carbon electricity and supplies millions of customers with electricity and gas.

EDF supports its business and retail customers on their journey to sustainable energy in areas such as EVs, electricity generation and storage, sale of excess energy and solar panels and heat pump installation. EDF is one of the largest electricity suppliers to British business and a leading supplier of innovative energy solutions that are helping businesses become more energy independent. In addition, the company's energy services business, Dalkia, is one of the largest technical service providers in the UK and Ireland.

EDF is a private limited liability company incorporated in England and Wales and is an indirectly wholly owned subsidiary of EDF S.A.. EDF S.A. Group is the world's largest electricity generator. In the UK, EDF employs around 14,000 people at locations across England, Scotland, Wales and Northern Ireland.

For the financial year ended 31 December 2023, EDF generated a total revenue of approximately £17.7 billion and profit before tax of £1.2 billion. EDF's financial statements for the financial year ended 31 December 2024 are in the course of preparation.

7. Cash confirmation

The Consideration payable by EDF pursuant to the Acquisition will be funded by its existing cash resources.

Barclays, as financial adviser to EDF, is satisfied that sufficient resources are available to EDF to enable it to satisfy in full the Consideration payable to Pod Point Shareholders under the terms of the Acquisition.

8. Pod Point Directors and the effect of the Scheme on their interests

Details of the interests of the Pod Point Directors in the share capital of Pod Point, and options and awards in respect of such share capital, are set out in paragraph 4 of Part 6 (*Additional Information*) of this document. Scheme Shares held by the Pod Point Directors will be subject to the Scheme.

Particulars of the service contracts (including termination provisions) of the Pod Point CEO and letters of appointment of the Non-Executive Pod Point Directors are set out in paragraph 11 of Part 6 (*Additional Information*) of this document.

EDF has received irrevocable undertakings from each of the Independent Pod Point Directors who own Pod Point Shares to vote (or, where applicable, procure voting) in favour of the Scheme at the Court Meeting and the Acquisition Resolution at the General Meeting (or, in the event that the Acquisition is implemented by way of a Takeover Offer, to accept or procure acceptance of such Takeover Offer), in respect of their entire beneficial holdings, in aggregate, 687,000 Pod Point Shares, representing approximately 0.4 per cent. of Pod Point's issued share capital on the Latest Practicable Date. These undertakings will remain binding in the event that a higher competing offer for Pod Point is made but will cease to be binding in the event the Acquisition is withdrawn or lapses in accordance with its terms and EDF publicly confirms that it does not intend to proceed with the Acquisition or to implement the Acquisition (by way of a Scheme or Takeover Offer or otherwise). Further information in relation to the irrevocable undertakings given by the Independent Pod Point Directors is set out in paragraph 4 of Part 1 (*Letter from the Chair of Pod Point Group Holdings plc*) and in paragraph 7 of Part 6 (*Additional Information*) of this document.

It is intended that, with effect from the Effective Date, all Pod Point Directors shall resign from their office (and that the Non-Executive Pod Point Directors be paid in lieu of three months of notice and be available to provide guidance in their respective areas for three months post the Effective Date). They will be replaced by EDF nominated directors.

The effect of the Scheme on the interests of the Independent Pod Point Directors does not differ from the effect of the Scheme on the interests of other persons.

9. Pod Point Share Plans

Participants in the Pod Point Share Plans will be contacted separately regarding the effect of the Acquisition on their Awards and with the details of the arrangements applicable to them.

The Scheme will extend to any Pod Point Shares issued or transferred pursuant to the vesting of Awards at or before the Scheme Record Time.

The Scheme will not extend to Pod Point Shares issued after the Scheme Record Time. However, it is proposed to amend the Pod Point Articles at the General Meeting to provide that, if the Acquisition becomes Effective, any Pod Point Shares issued to any person other than EDF and/or its nominees after the Scheme Record Time (including in satisfaction of the vesting of Awards under the Pod Point Share Plans) will be immediately transferred to EDF in consideration for the payment by EDF to such persons (or, where applicable, payment by EDF to the relevant Pod Point Group employer which Pod Point shall then procure payment to such persons) of an amount equal to the Consideration for each Pod Point Share so transferred (subject to a deduction for any applicable tax and national insurance or social security contributions and an adjustment in the event of a reorganisation of, or material alteration to, the share capital of Pod Point after the Effective Date).

Further information on the proposed amendments to the Pod Point Articles is contained in paragraph 12(B) of this Part 2 and in the notice of General Meeting in Part 10 (*Notice of General Meeting*) of this document.

A summary of the effect of the Acquisition on outstanding Awards is set out below. In the event of any conflict between the summary set out below and the rules of the relevant Pod Point Share Plan and/or the communications to participants in the Pod Point Share Plans regarding the effect of the Acquisition on their Awards and the details of the arrangements applicable to them (the “**Share Plan Notices**”), the rules of the relevant Pod Point Share Plan or the terms of the relevant Share Plan Notices (as the case may be) will prevail.

LTIP

Outstanding Awards under the LTIP that are unvested on the Court Sanction Date will vest (and, where relevant, be automatically exercised) on the Court Sanction Date in accordance with the LTIP rules.

The extent to which such outstanding Awards will vest in connection with the Acquisition is to be determined by the Pod Point Remuneration Committee pursuant to the LTIP rules and, where applicable, the Pod Point Directors’ Remuneration Policy. Pursuant to the LTIP rules, the Pod Point Remuneration Committee will assess the achievement of any applicable performance conditions up to the Court Sanction Date in its sole discretion, in accordance with the rules of the LTIP, Pod Point’s normal practice, and (where applicable) the Pod Point Directors’ Remuneration Policy. In respect of outstanding Awards under the LTIP, the Pod Point Remuneration Committee expects that:

- 100% of 2022 LTIP awards;
- 25% of the 2022 LTIP (CFO) award;
- 25% of 2023 LTIP awards;
- 25% of the 2024 Core LTIP 3 year awards;
- 25% of the 2024 Core LTIP 4 year awards; and
- 0% of the 2024 “powering up” LTIP executive director awards,

will vest as a result of the assessment of the achievement of the applicable performance conditions.

The Pod Point Remuneration Committee has discretion to disapply time pro-rating in whole or in part. It is the current intention of the Pod Point Remuneration Committee to determine that LTIP Awards shall not be subject to time pro-rata as a result of the Acquisition.

Non-Employee LTIP

Outstanding Awards under the Non-Employee LTIP that are unvested on the Court Sanction Date will vest on the Court Sanction Date in accordance with the terms of the Non-Employee LTIP. These Awards will be cash-settled in accordance with their terms.

The extent to which such outstanding Awards under the Non-Employee LTIP will vest in connection with the Acquisition is to be determined by the Pod Point Remuneration Committee pursuant to the terms of the Non-Employee LTIP. The Remuneration Committee will assess the achievement of any applicable performance conditions up to the Court Sanction Date in its sole discretion, in accordance with the rules of the Non-Employee LTIP, Pod Point’s normal practice, and (where applicable) the Pod Point Directors’ Remuneration Policy.

In respect of outstanding Awards under the Non-Employee LTIP, as at the Latest Practicable Date the Pod Point Remuneration Committee expects that:

- 25% of 2023 LTIP awards; and
- 25% of the 2024 Core LTIP 4 year award,

will vest as a result of the assessment of the achievement of the applicable performance conditions.

The Pod Point Remuneration Committee has discretion to disapply time pro-rating in whole or in part. In respect of outstanding Non-Employee LTIP Awards, it is the current intention of the Pod Point Remuneration Committee to determine that such awards shall not be subject to time pro-rata as a result of the Acquisition.

DBSP

In respect of outstanding Awards granted under the DBSP, such Awards will vest and be automatically exercised in full on the Court Sanction Date, with no application of time pro-rating, in accordance with the DBSP rules.

IPO Share Plan

IPO Restricted Options

Outstanding Awards under the IPO Share Plan that are IPO Restricted Options will vest in full (with no application of time pro-rating) and be automatically exercised on the Court Sanction Date in accordance with the IPO Share Plan rules.

IPO Performance Options

Outstanding Awards under the IPO Share Plan that are IPO Performance Options will vest and be automatically exercised on the Court Sanction Date in accordance with the IPO Share Plan rules.

The extent to which such outstanding Awards vest in connection with the Acquisition is to be determined by the Pod Point Remuneration Committee pursuant to the IPO Share Plan rules. Pursuant to the IPO Share Plan rules, the Pod Point Remuneration Committee will assess the achievement of applicable performance conditions up to the Court Sanction Date (subject to any required consent from the “Participant Representative”), in accordance with the rules of the IPO Share Plan, Pod Point’s normal practice, and (where applicable) the Pod Point Directors’ Remuneration Policy.

In respect of outstanding IPO Performance Options, as at the Latest Practicable Date the Pod Point Remuneration Committee expects that:

- 30% of the first tranche of such Awards; and
- 0% of the second tranche of such Awards,

will vest as a result of the assessment of the achievement of the applicable performance conditions.

The Pod Point Remuneration Committee has discretion to disapply time pro-rating in whole or in part. In respect of outstanding IPO Performance Options, it is the current intention of the Pod Point Remuneration Committee to determine that such Awards shall not be subject to time pro-ratio as a result of the Acquisition.

Non-Employee IPO Share Plan

Non-Employee IPO Restricted Awards

Outstanding Awards under the Non-Employee IPO Share Plan that are Non-Employee IPO Restricted Awards will vest in full, with no application of time pro-rating, on the Court Sanction Date in accordance with the IPO Share Plan rules. These Awards will be cash-settled in accordance with their terms.

Non-Employee IPO Performance Awards

Outstanding Awards under the Non-Employee IPO Share Plan that are Non-Employee IPO Performance Awards will vest on the Court Sanction Date in accordance with the Non-Employee IPO Share Plan rules.

The extent to which such outstanding Awards vest in connection with the Acquisition is to be determined by the Pod Point Remuneration Committee pursuant to the IPO Share Plan rules. Pursuant to the Non-Employee IPO Share Plan rules, the Pod Point Remuneration Committee will assess the achievement of applicable performance conditions up to the Court Sanction Date (subject to any required consent from the “Participant Representative”), in accordance with the rules of the Non-Employee IPO Share Plan, Pod Point’s normal practice, and (where applicable) the Pod Point Directors’ Remuneration Policy.

In respect of outstanding Non-Employee IPO Performance Awards, as at the Latest Practicable Date the Pod Point Remuneration Committee expects that:

- 30% of the first tranche of such Awards; and
- 0% of the second tranche of such Awards,

will vest as a result of the assessment of the achievement of the applicable performance conditions.

The Pod Point Remuneration Committee has discretion to disapply time pro-rating in whole or in part. In respect of outstanding Awards, it is the current intention of the Pod Point Remuneration Committee to determine that such Awards shall not be subject to time pro-ration. These Awards will be cash-settled in accordance with their terms.

SIP

Pod Point Shares held in the SIP trust on behalf of the SIP participants will participate in the Scheme (on the same terms as for other Pod Point Shareholders).

Participants in Pod Point Share Plans who have ceased to be Pod Point employees

Any participants in the Pod Point Share Plans who ceased to be Pod Point employees as at the date of the Co-operation Agreement, but who were permitted to retain their Awards in accordance with the rules of the applicable Pod Point Share Plan will be treated as set out above in respect of those Awards (save that any applicable pro-rating will be calculated by reference to the date they ceased to be a Pod Point employee).

It is Pod Point's intention that any participants in the Pod Point Share Plans who cease (or give or receive notice to cease) to be Pod Point employees between the date of the Co-operation Agreement and the Effective Date shall be treated in accordance with (i) the leaver provisions contained in the applicable Pod Point Share Plans, and (ii) normal Pod Point practice and, if they are permitted to retain a proportion of their Awards following the cessation of their employment, they shall be subject to pro-rating (where such pro-rating would be the default treatment under the relevant plan rules), calculated by reference to the date they ceased to be a Pod Point employee as a proportion of the period from the date of grant of the relevant Award to its ordinary vesting date, and to the terms of the Co-operation Agreement (unless otherwise agreed between EDF and Pod Point).

10. Dealing and settlement

The last day of dealings in, and registration of transfers of, Pod Point Shares on the main market of the London Stock Exchange is expected to be the Effective Date and no transfers will be registered after 6.00 p.m. on that date. Prior to the Effective Date, Pod Point will apply to the FCA and the London Stock Exchange, respectively, for the listing of the Pod Point Shares on the Official List to be cancelled and for the Pod Point Shares to cease to be admitted to trading on the London Stock Exchange's main market for listed securities. Such cancellation is expected to take effect by 8.00 a.m. one Business Day after the Effective Date. On the Effective Date, share certificates in respect of Pod Point Shares will cease to be valid and entitlements to Pod Point Shares held within the CREST system will be cancelled.

Subject to the Scheme becoming Effective, settlement of the Consideration to which any Scheme Shareholder is entitled under the Scheme will be effected in the manner described below.

(A) Scheme Shares in uncertificated form (that is, in CREST)

Where, at the Scheme Record Time, a Scheme Shareholder holds Scheme Shares in uncertificated form, except with the consent of the Panel, settlement of the Consideration to which such Scheme Shareholder is entitled will be paid through CREST in pounds sterling as soon as practicable after the Effective Date (and in any event within 14 calendar days or within such other time period as may be approved by the Panel), in accordance with the CREST payment arrangements.

As from the Scheme Record Time, each holding of Scheme Shares credited to any stock account in CREST will be disabled and all Scheme Shares will be removed from CREST in due course.

EDF reserves the right to pay any Consideration to all or any Scheme Shareholders who hold Scheme Shares in uncertificated form at the Scheme Record Time in the manner referred to in sub-paragraph (C) below if, for any reasons outside its reasonable control, it is not able to effect settlement in the manner referred to in this sub-paragraph (B).

(B) Scheme Shares in certificated form (that is, not in CREST)

Where, at the Scheme Record Time, a Scheme Shareholder holds Scheme Shares in certificated form settlement of the Consideration due pursuant to the Scheme will be effected as soon as practicable after the Effective Date, and in any event within 14 calendar days of the Effective Date. Settlement of the Consideration due pursuant to the Scheme will be effected by cheque. All such cheques will be in pounds sterling drawn on a branch of a clearing bank in the United Kingdom, provided that, if the amount payable to any Scheme Shareholder exceeds £100,000, EDF reserves the right to agree with such Scheme Shareholder to facilitate electronic payment of such consideration in lieu of a cheque.

(C) Pod Point Share Plans

In the case of Scheme Shares issued or transferred pursuant to the Pod Point Share Plans after the Court Sanction Date and prior to the Scheme Record Time, the Consideration due under the Scheme in respect of those Scheme Shares will be paid by EDF, or EDF will procure the payment of such Consideration, to the relevant Pod Point Group employer as soon as practicable after the Effective Date and in any event within 14 calendar days of the Effective Date by such method as may be agreed with Pod Point, and Pod Point shall then procure that payments are made to the relevant Scheme Shareholders via payroll (or in the case of Scheme Shareholders who are no longer employed with or engaged by the Pod Point Group, into such account as they may specify) as soon as practicable, subject to the deduction of any applicable income taxes, national insurance or social security contributions or any other required withholding in any relevant jurisdiction. For the avoidance of doubt, the payment of the Consideration by the relevant Pod Point Group employer to relevant Scheme Shareholders pursuant to this paragraph shall be effected reasonably promptly after the Effective Date but is not required to be effected within 14 calendar days of the Effective Date.

(D) General

Cheques in respect of the Consideration will be despatched by first class post or, if overseas, air mail (or by such other method as may be approved by the Panel) as soon as practicable (and in any event within 14 calendar days or within such other time period as may be approved by the Panel) after the Effective Date. Cheques will be sent to Scheme Shareholders at the address appearing in Pod Point's register of members at the Scheme Record Time (or, in the case of joint holders, to the holder whose name appears first in the relevant register in respect of the joint holding concerned at the Scheme Record Time).

Any Pod Point Shareholder who is recorded in the books of Equiniti as "gone away" will not have their cheque issued until they contact, and provide an updated address to, Equiniti for security reasons.

If any Scheme Shareholders have not encashed their respective cheques (or otherwise claimed their Consideration) within six months of the Effective Date, Pod Point and EDF will procure that the Consideration due to such Scheme Shareholders under the Scheme shall be held on trust for such Scheme Shareholders for a period of 12 years from the Effective Date, and such Scheme Shareholders may claim the Consideration due to them (net of any expenses and taxes) by written notice to Equiniti or Pod Point (or its nominee or agent) in a form which Pod Point reasonably determines evidences their entitlement to such Consideration at any time during the period of 12 years from the Effective Date.

On the Effective Date, each certificate representing a holding of Pod Point Shares subject to the Scheme will cease to be valid. Following settlement of the Consideration to which a Scheme Shareholder is entitled under the Scheme, Scheme Shareholders will be bound on the request of Pod Point either (i) to destroy such Pod Point Share certificates; or (ii) to return such Pod Point Share certificates to Pod Point, or to any person appointed by Pod Point, for cancellation.

All documents and remittances sent to Scheme Shareholders in accordance with this paragraph 10 will be sent at the risk of the person entitled thereto.

Save with the consent of the Panel, settlement of the Consideration due to any Scheme Shareholder under the Scheme will be implemented in full in accordance with the terms set out in this Part 2 without regard to any lien, right of set off, counterclaim or analogous right to which EDF may otherwise be, or claim to be, entitled against any Scheme Shareholder.

11. Overseas Shareholders

The release, publication or distribution of this document in, into or from jurisdictions other than the United Kingdom may be restricted by the laws of those jurisdictions and therefore persons into whose possession this document and any accompanying documents come should inform themselves about, and observe, any applicable restrictions. Any failure to comply with such restrictions may constitute a violation of the securities laws of such jurisdictions.

Neither this document nor the accompanying documents are intended to, and do not, constitute or form part of any offer or invitation to purchase, otherwise acquire, subscribe for, sell or otherwise dispose of, any securities or the solicitation of any vote or approval pursuant to the Scheme or otherwise, in any Restricted Jurisdiction. Nothing in this document or the accompanying documents should be relied upon for any other purpose.

The implications of the Acquisition for persons resident in, or citizens of, jurisdictions outside the United Kingdom may be affected by the laws of the relevant jurisdictions. Such Overseas Shareholders should inform themselves about and observe any applicable legal requirements. It is the responsibility of each Overseas Shareholder to satisfy itself as to the full observance of the laws of the relevant jurisdiction in connection therewith, including the obtaining of any governmental, exchange control or other consents which may be required, or the compliance with other necessary formalities which are required to be observed and the payment of any issue, transfer or other taxes due in such jurisdiction.

This document and the accompanying documents have been prepared for the purposes of complying with the laws of England and Wales, the Takeover Code and the Listing Rules and the information disclosed may not be the same as that which would have been disclosed if these documents had been prepared in accordance with the laws of jurisdictions outside England and Wales. **Overseas Shareholders should consult their own legal and tax advisers with regard to the legal and tax consequences of the Scheme for their particular circumstances.**

All Pod Point Shareholders (including, without limitation, nominees, trustees or custodians) who would, or otherwise intend to, forward this document and its accompanying documents to any jurisdiction outside the United Kingdom, should seek appropriate independent professional advice before taking any action.

12. The Scheme and the Shareholder Meetings

It is proposed that, under the Scheme, the Scheme Shares will be transferred to EDF (and/or its nominee(s)) so that the entire issued share capital of Pod Point is held by EDF (and/or its nominee(s)).

Scheme Shareholders whose names appear on the register of Pod Point at the Scheme Record Time, which is currently expected to be 6.00 p.m. on the Effective Date, will receive the Consideration for each Scheme Share held by them.

The Scheme will require, amongst other things, the approval of the Scheme by Scheme Shareholders at the Court Meeting and the approval of the Acquisition Resolution by Pod Point Shareholders at the separate General Meeting.

The Court Meeting and the General Meeting will each be held on 18 July 2025. The Court Meeting will start at 10.30 a.m. on that date and the General Meeting will start at 10.45 a.m. on that date or as soon thereafter as the Court Meeting has concluded or been adjourned.

The Court Meeting is being held at the direction of the Court to seek the approval of Scheme Shareholders for the Scheme. The General Meeting is being convened to seek the approval of Pod Point Shareholders for the Acquisition Resolution to enable the Pod Point Directors to implement the Scheme and to amend the Pod Point Articles as described in this paragraph 12.

The Scheme is set out in full in Part 4 (*The Scheme of Arrangement*) of this document.

Notices of both the Court Meeting and the General Meeting, which set out in full the resolutions to be considered and, if thought fit, approved at the relevant meetings, are set out at the end of this document. Entitlement to attend and vote at these meetings and the number of votes which may be cast thereat will be determined by reference to the register of members of Pod Point at the Voting Record Time.

If the Scheme becomes Effective, it will be binding on all Scheme Shareholders holding Scheme Shares at the Scheme Record Time, irrespective of whether or not they attended or voted at the Court Meeting or the General Meeting (and irrespective of whether or not they voted in favour of the resolutions at such Shareholder Meetings).

Any Pod Point Shares which EDF or any other member of the EDF Group (or their respective nominees) may acquire before the Court Meeting are not Scheme Shares and therefore none of EDF or any other member of the EDF Group (or their respective nominees) is entitled to vote at the Court Meeting in respect of the Pod Point Shares held or acquired by it and will not exercise the voting rights attaching to such Pod Point Shares at the General Meeting. EDF will undertake to be bound by the Scheme.

(A) Court Meeting

The Court Meeting has been convened at the direction of the Court for 10.30 a.m. on 18 July 2025 to enable the Scheme Shareholders who are registered as members of Pod Point at the Voting Record Time to consider and, if thought fit, approve the Scheme. At the Court Meeting (or any adjournment of the Court Meeting), voting will be by poll and each Scheme Shareholder present in person or by proxy will be entitled to one vote for each Scheme Share held at the Voting Record Time. The approval required at the Court Meeting is a simple majority in number of the Scheme Shareholders present and voting (and entitled to vote) at the Court Meeting, either in person or by proxy, representing at least 75 per cent. in value of the relevant Scheme Shares voted by such Scheme Shareholders. EDF is not entitled to vote at the Court Meeting.

It is important that, for the Court Meeting, as many votes as possible are cast so that the Court may be satisfied that there is a fair representation of the opinion of Scheme Shareholders. You are therefore strongly urged to complete and return your BLUE Form of Proxy (or make an electronic appointment of a proxy or submit a proxy vote via CREST) as soon as possible.

You will find the Notice of Court Meeting in Part 9 (*Notice of Court Meeting*) of this document.

(B) General Meeting

In addition, the General Meeting has been convened for the same date as the Court Meeting (to be held at 10.45 a.m. on 18 July 2025 or as soon thereafter as the Court Meeting has concluded or been adjourned) to consider and, if thought fit, pass the Acquisition Resolution, being a special resolution to approve:

- (i) the authorisation of the Independent Pod Point Directors to take all such actions as they may consider necessary or appropriate to give effect to the Scheme; and
- (ii) the amendment of the Pod Point Articles in the manner described in this paragraph 12(B) of this Part 2.

Currently, Pod Point Shares issued after the Scheme Record Time will not be subject to the Scheme. Accordingly, it is proposed, as part of the Acquisition Resolution at the General Meeting, to amend the Pod Point Articles to ensure that:

- any Pod Point Shares issued under the Pod Point Share Plans or otherwise after the Voting Record Time and on or prior to the Scheme Record Time will be subject to the Scheme; and
- subject to the Scheme becoming Effective, any Pod Point Shares issued to any person other than EDF (or its nominee(s)) after the Scheme Record Time will be automatically acquired by EDF (or its nominee(s)) on the same terms as under the Scheme (other than terms as to timing and formalities, and subject to an adjustment to the Consideration per Pod Point Share in the event of any reorganisation of, or material alteration to, the share capital of Pod Point after the Effective Date so as to reflect such reorganisation or alteration).

These provisions will avoid any person other than EDF (and/or its nominee(s)) holding Pod Point Shares after the Effective Date.

Paragraph (b) of the special resolution set out in the Notice of General Meeting in Part 10 (*Notice of General Meeting*) of this document seeks the approval of Pod Point Shareholders for such amendments.

The Acquisition Resolution, which is proposed as a special resolution, will require votes in favour representing not less than 75 per cent. of the votes cast at the General Meeting in person (including by corporate representative) or by proxy.

The vote of the Pod Point Shareholders at the General Meeting will be held by way of a poll. Each Pod Point Shareholder who is entered on the register of members of Pod Point at the Voting Record Time present, either in person or by proxy, and eligible to vote on the Acquisition Resolution, will be entitled to one vote for each Pod Point Share so held.

You will find the Notice of General Meeting in Part 10 (*Notice of General Meeting*) of this document.

(C) Sanction of the Scheme

Following the Shareholder Meetings, the Scheme must be sanctioned by the Court. Pod Point will give adequate notice of the date and time of the Court Hearing, currently expected to be 31 July 2025, by issuing an announcement through a Regulatory Information Service. The Court Hearing is to be held on a date to be agreed between Pod Point, EDF and the Court. All Pod Point Shareholders are entitled to attend the Court Hearing in person or through counsel to support or oppose the sanctioning of the Scheme.

The Scheme will become Effective in accordance with its terms on delivery of a copy of the Court Order to the Registrar of Companies.

If the Scheme becomes Effective: (i) it will be binding on all Scheme Shareholders holding Scheme Shares at the Scheme Record Time, irrespective of whether or not they attended the Shareholder Meetings or voted in favour of the Scheme at the Court Meeting or in favour of the Acquisition Resolution at the General Meeting; and (ii) share certificates in respect of Pod Point Shares will cease to be valid and entitlements to Pod Point Shares will cease to be valid and will be cancelled. Settlement of the Consideration due to eligible Pod Point Shareholders will be effected no later than 14 calendar days after the Effective Date.

Unless the Scheme becomes Effective by no later than 11.59 p.m. on the Long Stop Date, the Scheme will not become Effective and the Acquisition will not proceed.

(D) Modifications to the Scheme

The Scheme contains a provision for EDF and Pod Point to consent jointly on behalf of all persons concerned, to any modification of, or addition to, the Scheme or to any condition approved or imposed by the Court. The Court would be unlikely to approve any modification of, or addition to, or impose a condition on, the Scheme which might be material to the interests of Pod Point Shareholders unless Pod Point Shareholders were informed of such modification, addition or condition and given the opportunity to vote on that basis. It would be a matter for the Court to decide, in its discretion, whether or not a further meeting of Pod Point Shareholders should be held in these circumstances.

In accordance with the Takeover Code, modifications or revisions to the Scheme may only be made: (i) more than 14 calendar days prior to the date of the Shareholder Meetings (or any later day to which such Shareholder Meetings are adjourned); or (ii) at a later date, with the consent of the Panel. A switch to a Takeover Offer is not a modification or revision for the purposes of this paragraph.

(E) Alternative means of implementing the Acquisition

EDF has reserved the right (with the consent of the Panel (where necessary) and subject to the terms of the Co-operation Agreement) to elect to implement the Acquisition by way of a Takeover Offer as an alternative to the Scheme, in which case additional documents will be required to be sent to Pod Point Shareholders. In such event, the Takeover Offer will (unless otherwise agreed with Pod Point or required by the Panel) be made on substantially the same terms (subject to appropriate amendments, including an acceptance condition set at 75 per cent. of the Pod Point Shares or such other percentage as may be agreed between the parties in writing after (to the extent necessary) consultation with the Panel) as those which would apply to the Scheme.

(F) Offer-related arrangements

Details of the offer-related arrangements are set out in paragraph 9 of Part 6 (*Additional Information*) of this document.

13. Action to be taken

The Court Meeting and the General Meeting will be held at the offices of Freshfields LLP, 100 Bishopsgate, London, EC2P 2SR on 18 July 2025 at 10.30 a.m. and 10.45 a.m. respectively (or, in the case of the General Meeting, as soon thereafter as the Court Meeting has concluded or been adjourned). The Scheme requires approval of the Scheme at the Court Meeting and approval of the Acquisition Resolution at the General Meeting as set out in paragraph 12 of this Part 2. The notices convening the Court Meeting and the General Meeting are set out in Part 9 (*Notice of Court Meeting*) and Part 10 (*Notice of General Meeting*) of this document, respectively.

It is important that, for the Court Meeting, as many votes as possible are cast so that the Court may be satisfied that there is a fair representation of the opinion of Scheme Shareholders. You are therefore strongly urged to complete and return your Forms of Proxy (or make an electronic appointment of a proxy or submit a proxy vote via CREST) as soon as possible.

Please check you have received the following with this document:

- a BLUE Form of Proxy for use in respect of the Court Meeting; and
- a WHITE Form of Proxy for use in respect of the General Meeting.

If you have not received these documents (as applicable), please contact Equiniti on the Pod Point Shareholder helpline referred to below.

To vote on the Scheme and the resolutions:

Whether or not you plan to attend the Shareholder Meetings, please complete and sign the enclosed BLUE and WHITE Forms of Proxy and return them in accordance with the instructions provided thereon as soon as possible but in any event so as to be received by no later than:

- 10.30 a.m. on 16 July 2025 in the case of the Court Meeting (BLUE form); and
- 10.45 a.m. on 16 July 2025 in the case of the General Meeting (WHITE form),

(or, in the case of any adjournment, by such time as is set out in the Notice of Court Meeting in Part 9 (*Notice of Court Meeting*) and the notes to the Notice of General Meeting in Part 10 (*Notice of General Meeting*) of this document, respectively). This will enable your votes to be counted at the Shareholder Meetings in the event of your absence. Alternatively, the BLUE Form of Proxy for the Court Meeting (but not the WHITE Form of Proxy for the General Meeting) may be handed to a representative of Equiniti on behalf of the Chair of the Court Meeting or to the Chair of the Court Meeting at or before the commencement of that meeting. If the WHITE Form of Proxy for the General Meeting is not lodged by the relevant time, it will be invalid. Forms of Proxy returned by fax will not be accepted.

As an alternative to completing and returning the printed Forms of Proxy, you can also submit your proxy electronically at Equiniti's website, www.shareview.co.uk. Pod Point Shareholders will need to create an online portfolio using the Shareholder Reference Number as printed on the Form of Proxy, and to agree to certain terms and conditions. Alternatively, Pod Point Shareholders who have already registered with Equiniti Registrars' online portfolio service, Shareview, can appoint their proxy electronically by logging on to their portfolio by using their usual user ID and password. Once logged in, simply click 'view' on the 'My Investments' page, click on the link to vote and then follow the onscreen instructions. Full details and instructions on these electronic proxy facilities are given on the website. For an electronic proxy appointment to be valid, the appointment must be received by Equiniti not later than 10.30 a.m. on 16 July 2025 in the case of the Court Meeting and not later than 10.45 a.m. on 16 July 2025 in the case of the General Meeting or, in the case of any adjournment, by such time as is set out in the Notice of Court Meeting in Part 9 (*Notice of Court Meeting*) and the notes to the Notice of General Meeting in Part 10 (*Notice of General Meeting*) of this document, respectively. In the case of the Court Meeting only, if you have not appointed a proxy electronically by such time, you may complete the BLUE Form of Proxy and hand it to a representative of Equiniti on behalf of the Chair of the Court Meeting or to the Chair of the Court Meeting at or before the commencement of that meeting.

As an alternative to completing and returning the printed Forms of Proxy or appointing a proxy electronically, if you hold your Pod Point Shares in uncertificated form (i.e. in CREST), you may vote using the CREST proxy voting service in accordance with the procedures set out in the CREST Manual.

CREST personal members or other CREST sponsored members, and those CREST members who have appointed any voting service provider(s), should refer to their CREST sponsor or voting service provider(s), who will be able to take the appropriate action on their behalf. In order for a proxy appointment or instruction made using the CREST service to be valid, the appropriate CREST Proxy Instruction must be properly authenticated in accordance with the specifications of Euroclear and must contain the information required for such instructions as described in the CREST Manual. The message (regardless of whether it constitutes the appointment of a proxy or an amendment to the instructions given to a previously appointed proxy) must, in order to be valid, be transmitted so as to be received by Equiniti (CREST participant ID RA19) not later than 10.30 a.m. on 16 July 2025 in the case of the Court Meeting and not later than 10.45 a.m. on 16 July 2025 in the case of the General Meeting (or, in the case of an adjourned meeting, by such time as is set out in the Notice of Court Meeting in Part 9 (*Notice of Court Meeting*) and the notes to the Notice of General Meeting in Part 10 (*Notice of General Meeting*) of this document, respectively). For this purpose, the time of receipt will be taken to be the time (as determined by the time stamp applied to the message by the CREST application host) from which Equiniti is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. After this time any change of instructions to proxies appointed through CREST should be communicated to the appointee through other means. CREST members and, where applicable, their CREST sponsors or voting service providers, should note that Euroclear does not make available special procedures in CREST for any particular messages. Normal system timings and limitations will therefore apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member or sponsored member or has appointed any voting service provider(s), to procure that their CREST sponsor or voting service provider(s) take(s)) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by a particular time. CREST members and, where applicable, their CREST sponsors or voting service providers are referred, in particular, to those sections of the CREST Manual concerning the practical limitations of the CREST system and timings. Pod Point may treat as invalid a CREST Proxy Instruction in the circumstances set out in the Regulations.

If you are an institutional investor you may be able to appoint a proxy electronically via the Proxymity platform, a process which has been agreed by the Company and approved by the Registrar. For further information regarding Proxymity, please go to www.proxymity.io. Your proxy must be lodged by no later than 10.30 a.m. on 16 July 2025 in the case of the Court Meeting and not later than 10.45 a.m. on 16 July 2025 in the case of the General Meeting or, in the case of any adjournment, by such time as is set out in the Notice of Court Meeting in Part 9 (*Notice of Court Meeting*) and the notes to the Notice of General Meeting in Part 10 (*Notice of General Meeting*) of this document, respectively. Before you can appoint a proxy via this process you will need to have agreed to Proxymity's associated terms and conditions. It is important that you read these carefully as you will be bound by them and they will govern the electronic appointment of your proxy.

The completion and return of a Form of Proxy, the electronic appointment of a proxy, the submission of a proxy via CREST or the appointment of a proxy via the Proxymity platform will not prevent you from attending and voting at the Court Meeting or the General Meeting, or any adjournment thereof, in person if you should wish and if you are entitled to do so.

Pod Point Share Plans

Pod Point Share Plan participants will be contacted separately regarding the effect of the Acquisition on their Awards.

Pod Point Shareholder helpline

If you have any queries and are a Pod Point Shareholder, please call the Pod Point Shareholder helpline between 8.30 a.m. and 5.30 p.m. Monday to Friday (except public holidays in England and Wales) on +44 (0) 371 384 2050. Calls to the helpline from outside the UK will be charged at applicable international rates. Different charges may apply to calls from mobile telephones.

Calls may be recorded and randomly monitored for security and training purposes. Please note that Equiniti cannot provide advice on the merits of the Acquisition or give any financial, legal or tax advice.

14. Further information

The terms of the Scheme are set out in full in Part 4 (*The Scheme of Arrangement*) of this document. Your attention is also drawn to the further information contained in, or incorporated by reference into, this document which forms part of this Explanatory Statement.

Yours faithfully

Stephen Jones

For and on behalf of

Panmure Liberum

PART 3
CONDITIONS TO AND FURTHER TERMS OF THE ACQUISITION

Part A: Conditions to the Scheme and the Acquisition

Long Stop Date

1. The Acquisition is conditional upon the Scheme becoming unconditional and becoming Effective, subject to the Takeover Code, by not later than the Long Stop Date.

Statutory conditions

2. The Scheme is subject to the following conditions:
 - (A) (i) its approval by a majority in number of the Scheme Shareholders present and voting (and entitled to vote), either in person or by proxy, at the Court Meeting and at any separate class meeting which may be required (or any adjournment thereof), and who represent not less than 75 per cent. in value of the Scheme Shares voted by those Scheme Shareholders; and (ii) such Court Meeting and any such separate class meeting (or any adjournment thereof) being held on or before 9 August 2025, being the 22nd day after the expected date of the Court Meeting (or such later date, if any (a) as EDF and Pod Point may agree, or (b) (in a competitive situation) as may be specified by EDF with the consent of the Panel, and in each case that (if so required) the Court may allow);
 - (B) (i) the Acquisition Resolution being duly passed by the requisite majority or majorities of Pod Point Shareholders at the General Meeting (or any adjournment thereof); and (ii) such General Meeting being held on or before 9 August 2025, being the 22nd day after the expected date of the General Meeting (or such later date, if any (a) as EDF and Pod Point may agree, or (b) (in a competitive situation) as may be specified by EDF with the consent of the Panel, and in each case that (if so required) the Court may allow); and
 - (C) (i) the sanction of the Scheme by the Court (with or without modification, but subject to any such modification being on terms acceptable to EDF and Pod Point) and the delivery of a copy of the Court Order to the Registrar of Companies; and (ii) the Court Hearing being held on or before 22 August 2025, being the 22nd day after the expected date of the Court Hearing (or such later date, if any (a) as EDF and Pod Point may agree, or (b) (in a competitive situation) as may be specified by EDF with the consent of the Panel, and in each case that (if so required) the Court may allow).

General conditions

3. In addition, subject to the requirements of the Panel, EDF and Pod Point have agreed that the Acquisition is conditional upon the following Conditions and, accordingly, the necessary actions to make the Scheme Effective will not be taken unless the following Conditions (as amended if appropriate) have been satisfied, or, where relevant, waived:

Insolvency condition

- (A) no steps or corporate action have been taken, or legal proceedings commenced or threatened, by or against a member of the Wider Pod Point Group, for its winding-up (including, but not limited to, the submission of a winding-up petition), dissolution, insolvency or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise), or for the granting of any moratorium of any of its indebtedness, or for its entry into any compromise, arrangement or composition for the benefit of its creditors or members (other than the Scheme), or for the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager, trustee or similar officer of it or any material part of its assets (or any analogous proceedings or appointment in any overseas jurisdiction), provided that this condition will not apply if the steps or corporate action have been taken, or legal proceedings commenced or threatened by, any member of the Wider EDF Group;

Other third party clearances

- (B) no Third Party having given notice of a decision to take, institute, implement or threaten any action, proceeding, suit, investigation, enquiry or reference (and in each case, not having withdrawn the same), or having required any action to be taken or otherwise having done anything, or having enacted, made or

proposed any statute, regulation, decision, order or change to published practice (and in each case, not having withdrawn the same) and there not continuing to be outstanding any statute, regulation, decision or order which would or might reasonably be expected to:

- (i) require, prevent or materially delay the divestiture or alter the terms envisaged for such divestiture by any member of the Wider EDF Group or by any member of the Wider Pod Point Group of all or any part of its businesses, assets or property (including, shares or other securities (or equivalent)) or impose any limitation on the ability of all or any of them to conduct their businesses (or any part thereof) or to own, control or manage any of their assets or properties (or any part thereof) to an extent which is material in the context of the Wider EDF Group or the Wider Pod Point Group, in either case taken as a whole;
- (ii) require any member of the Wider EDF Group or the Wider Pod Point Group to acquire or offer to acquire any shares, other securities (or the equivalent) or interest in any member of the Wider Pod Point Group or the Wider EDF Group or any asset owned by any third party (other than in the implementation of the Acquisition, or, if applicable, pursuant to sections 974 to 991 of the Companies Act), which is material in the context of the Wider EDF Group or the Wider Pod Point Group, in either case taken as a whole;
- (iii) impose any material limitation on, or result in a material delay in, the ability of any member of the Wider EDF Group directly or indirectly to acquire, hold or to exercise effectively all or any rights of ownership in respect of shares or other securities in, or to exercise voting or management control over, any member of the Wider Pod Point Group
- (iv) otherwise materially adversely affect any or all of the business, assets, profits, or prospects of the Wider Pod Point Group or the Wider EDF Group taken as a whole;
- (v) result in any member of the Wider Pod Point Group or any member of the Wider EDF Group ceasing to be able to carry on business under any name under which it presently carries on business, to an extent which is material in the context of the Wider EDF Group or the Wider Pod Point Group, in either case taken as a whole;
- (vi) make the Acquisition or its implementation void, unenforceable and/or illegal under the laws of any relevant jurisdiction, or otherwise, directly or indirectly prevent or prohibit, restrict, restrain, or materially delay or materially interfere with the implementation of, or impose material additional conditions or obligations with respect to, or otherwise materially challenge, impede or interfere with or require material amendment of the Acquisition; or
- (vii) impose any material limitation on or result in any material delay in the ability of any member of the Wider EDF Group or any member of the Wider Pod Point Group to conduct, integrate or co-ordinate all or any part of its business with all or any part of the business of any other member of the Wider EDF Group and/or the Wider Pod Point Group in a manner which is materially adverse in the context of the Wider EDF Group or Wider Pod Point Group, in either case taken as a whole,

and all applicable waiting and other time periods (including any extensions thereof) during which any such Third Party could decide to take, institute, implement or threaten any such action, proceeding, suit, investigation, enquiry or reference or take any other step under the laws of any jurisdiction in respect of the Acquisition or the acquisition of any Pod Point Shares or otherwise intervene having expired, lapsed or been terminated;

- (C) all filings, applications and/or notifications which are necessary or considered appropriate by EDF (acting reasonably) having been made in connection with the Acquisition and all relevant waiting periods and other time periods (including any extensions thereof) under any applicable legislation or regulation of any jurisdiction having expired, lapsed or been terminated (as appropriate) and all statutory or regulatory obligations in any jurisdiction having been complied with in connection with the Acquisition or the carrying on by any member of the Wider Pod Point Group of a material part of its business;
- (D) all necessary Authorisations for the proposed acquisition of any shares or other securities in, or control of, Pod Point by any member of the Wider EDF Group having been obtained in terms and in a form reasonably satisfactory to EDF from all necessary Third Parties or persons with whom any member of the Wider Pod Point Group has entered into contractual arrangements, and all such Authorisations,

together with all Authorisations which are necessary or appropriate to carry on the business of any member of the Wider Pod Point Group, remaining in full force and effect and all filings necessary for such purpose have been made and there being no notice or intimation of any intention to revoke, suspend, restrict, modify or not to renew any of the same at the time at which the Acquisition becomes otherwise unconditional and all necessary statutory or regulatory obligations in any jurisdiction having been complied with;

Certain matters arising as a result of any arrangement, agreement etc.

(E) except as Disclosed, there being no provision of any arrangement, agreement, lease, licence, franchise, permit or other instrument to which any member of the Wider Pod Point Group is a party or by or to which any such member or any of its assets is or may be bound, entitled or be subject or any event or circumstance which, as a consequence of the Acquisition or because of a change in the control or management of any member of the Wider Pod Point Group or otherwise, would reasonably be expected to result in, in each case to an extent which is material in the context of the Wider Pod Point Group as a whole:

- (i) any monies borrowed by, or any other indebtedness or liabilities, actual or contingent, of, or any grant available to, any member of the Wider Pod Point Group being or becoming repayable, or capable of being declared repayable, immediately or prior to its or their stated maturity date or repayment date, or the ability of any such member to borrow monies or incur any indebtedness being withdrawn or inhibited or being capable of becoming or being withdrawn or inhibited;
- (ii) the rights, liabilities, obligations, interests or business of any member of the Wider Pod Point Group under any such arrangement, agreement, licence, permit, lease or instrument or the interests or business of any member of the Wider Pod Point Group in or with any other person or body or firm or company (or any agreement or arrangement relating to any such interests or business) being or becoming capable of being terminated, or adversely modified or affected or any onerous obligation or liability arising or any action being taken thereunder;
- (iii) any member of the Wider Pod Point Group ceasing to be able to carry on business under any name under which it presently carries on business, to an extent which is material in the context of the Wider Pod Point Group taken as a whole;
- (iv) any assets or interests of any member of the Wider Pod Point Group being or failing to be disposed of or charged or ceasing to be available to any such member or any right arising under which any such asset or interest could be required to be disposed of or charged or could cease to be available to any member of the Wider Pod Point Group otherwise than in the ordinary course of business;
- (v) the creation, save in the ordinary and usual course of business, or enforcement of any mortgage, charge or other security interest over the whole or any part of the business, property or assets of any member of the Wider Pod Point Group or any such mortgage, charge or other security interest (whenever created, arising or having arisen), becoming enforceable;
- (vi) the business, assets, profits, value of, or the financial or trading position or prospects of, any member of the Wider Pod Point Group being prejudiced or adversely affected;
- (vii) the creation or acceleration of any liability (actual or contingent) by any member of the Wider Pod Point Group, other than trade creditors or other liabilities incurred in the ordinary course of business;
- (viii) any liability of any member of the Wider Pod Point Group to make any severance, termination, bonus or other payment to any of its directors or other officers other than in the ordinary course of business; or
- (ix) any requirement of any member of the Wider Pod Point Group to acquire, subscribe, pay up or repay any shares or other securities (or the equivalent),

and, no event having occurred which, under any provision of any arrangement, agreement, licence, permit, franchise, lease or other instrument to which any member of the Wider Pod Point Group is a party or by or to which any such member or any of its assets are bound, entitled or subject, would or would reasonably be expected to result in any of the events or circumstances as are referred to in Conditions 3(E)(i) to 3(E)(viii) in each case to an extent or in a manner which is material in the context of the Wider Pod Point Group taken as a whole;

Certain events occurring since 31 December 2024

(F) except as Disclosed, no member of the Wider Pod Point Group having since 31 December 2024:

- (i) save as between Pod Point and its wholly-owned subsidiaries or between such wholly-owned subsidiaries and save for the issue of Pod Point Shares on the exercise of options and the vesting of awards under the Pod Point Share Plans, issued or agreed to issue or authorised or proposed or announced its intention to authorise or propose the issue, of additional shares of any class, or securities or securities convertible into, or exchangeable for, or rights, warrants or options to subscribe for or acquire, any such shares, securities or convertible securities or transferred or sold or agreed to transfer or sell or authorised or proposed the transfer or sale of Pod Point Shares out of treasury;
- (ii) recommended, declared, paid or made or proposed or agreed to recommend, declare, pay or make any bonus issue, dividend or other distribution (whether payable in cash or otherwise) other than dividends (or other distributions whether payable in cash or otherwise) lawfully paid or made by any wholly-owned subsidiary of Pod Point to Pod Point or any of its wholly-owned subsidiaries;
- (iii) other than pursuant to the Acquisition (and except for transactions between Pod Point and its wholly-owned subsidiaries or between the wholly-owned subsidiaries of Pod Point and transactions in the ordinary course of business) implemented, effected, authorised or proposed or announced its intention to implement, effect, authorise or propose any merger, demerger, reconstruction, amalgamation, scheme, commitment or offer or disposal of assets or shares or loan capital (or the equivalent thereof) in any undertaking or undertakings, in each case to an extent which is material in the context of the Wider Pod Point Group taken as a whole;
- (iv) except for transactions between Pod Point and its wholly-owned subsidiaries or between the wholly-owned subsidiaries of Pod Point and except for transactions in the ordinary course of business disposed of, or transferred, mortgaged or created any security interest over any material asset or any right, title or interest in any asset or authorised, proposed or announced any intention to do so to an extent which, in each case, is material in the context of the Wider Pod Point Group taken as a whole;
- (v) except for transactions between Pod Point and its wholly-owned subsidiaries or between the wholly-owned subsidiaries of Pod Point issued, authorised, made or proposed or announced an intention to issue, authorise or make any change in or to the terms of any debentures or loan capital or become subject to any contingent liability or incurred or increased any indebtedness to an extent which, in each case, is material in the context of the Wider Pod Point Group taken as a whole;
- (vi) entered into any licence or other disposal of intellectual property rights of any member of the Wider Pod Point Group, which are material in the context of the Wider Pod Point Group taken as a whole and outside of the ordinary course of business;
- (vii) entered into or varied or authorised, proposed or announced its intention to enter into or vary any contract, arrangement, agreement, transaction or commitment (whether in respect of capital expenditure or otherwise) (otherwise than in the ordinary course of business) which is of a long term, unusual or onerous nature or magnitude or which is or which involves or could reasonably be expected to involve an obligation of a nature or magnitude which in any such case, is material in the context of the Pod Point Group, or which is or is reasonably expected to be materially restrictive on the business of any member of the Wider Pod Point Group to an extent which, in each case, is material in the context of the Wider Pod Point Group taken as a whole;

- (viii) entered into or varied or authorised, proposed or announced its intention to enter into or vary the terms of, or made any offer (which remains open for acceptance) to enter into or vary the terms of any contract, service agreement, commitment or arrangement with any director or senior executive of any member of the Wider Pod Point Group, except for salary increases, bonuses or variations of terms in the ordinary course;
- (ix) except as permitted by or pursuant to the terms of the Co-operation Agreement, proposed, agreed to provide or modified the terms of any share option scheme, incentive scheme or other benefit relating to the employment or termination of employment of any employee of the Wider Pod Point Group, which, taken as a whole, are material in the context of the Wider Pod Point Group taken as a whole;
- (x) purchased, redeemed or repaid or announced any proposal to purchase, redeem or repay any of its own shares or other securities or reduced or, except in respect of the matters mentioned in sub-paragraph (i) above, made any other change to any part of its share capital, to an extent which is material in the context of the Wider Pod Point Group taken as a whole;
- (xi) waived, compromised or settled any claim otherwise than in the ordinary course of business which is material in the context of the Wider Pod Point Group taken as a whole;
- (xii) terminated or varied the terms of any agreement or arrangement between any member of the Wider Pod Point Group and any other person in a manner which would, or would reasonably be expected to, have a material adverse effect on the financial position of the Wider Pod Point Group taken as a whole, except as a result of the actions of the Wider EDF Group;
- (xiii) made any alteration to its memorandum or articles of association or other incorporation documents (in each case, other than in connection with the Scheme or the Acquisition);
- (xiv) in relation to any pension scheme or other retirement, leaving service or death benefit arrangement established for any directors or employees of any entity in the Wider Pod Point Group or their dependants and established by a member of the Wider Pod Point Group (a “**Relevant Pension Plan**”), except in relation to changes made or agreed as a result of, or arising from, changes to legislation, made or agreed or consented to any change to:
 - (A) the terms of the trust deeds and/or rules constituting any Relevant Pension Plan;
 - (B) the contributions payable to any Relevant Pension Plan or to the benefits which accrue, or to the pensions which are payable, thereunder;
 - (C) the basis on which qualification for, or accrual or entitlement to, such benefits or pensions are calculated or determined; or
 - (D) the basis upon which the liabilities (including pensions) of any Relevant Pension Plan are funded, valued, made, agreed or consented to;

where to do so has or is reasonably likely to have a material impact on the Wider Pod Point Group;
- (xv) established or proposed the establishment of any Relevant Pension Plan to the extent which is material in the context of the Wider Pod Point Group taken as a whole, and other than as required in accordance with applicable law;
- (xvi) been unable, or admitted in writing that it is unable, to pay its debts or commenced negotiations with one or more of its creditors (other than with the Wider EDF Group) with a view to rescheduling or restructuring any of its indebtedness, or having stopped or suspended (or threatened to stop or suspend) payment of its debts generally or ceased or threatened to cease carrying on all or a substantial part of its business which is material in the context of the Wider Pod Point Group taken as a whole;
- (xvii) (other than in respect of a member of the Wider Pod Point Group which is dormant and was solvent at the relevant time) taken or proposed any steps, corporate action or had any legal proceedings instituted or threatened against it in relation to the suspension of payments, a moratorium of any indebtedness, its winding-up (voluntary or otherwise), dissolution, reorganisation or for the appointment of a receiver, administrator, manager, administrative

receiver, trustee or similar officer of all or any material part of its assets or revenues or any analogous or equivalent steps or proceedings in any jurisdiction or appointed any analogous person in any jurisdiction or had any such person appointed;

- (xviii) entered into or implemented any joint venture, asset or profit sharing arrangement, partnership or merger of business or corporate entities (other than the Scheme) which is material in the context of the Wider Pod Point Group taken as a whole;
- (xix) following the date of the Announcement (and except for any matters referred to in the Announcement), taken (or agreed or proposed to take) any action which requires, or would require, the consent of the Panel or the approval of Pod Point Shareholders in general meeting in accordance with, or as contemplated by, Rule 21.1 of the Takeover Code; or
- (xx) entered into any agreement, arrangement, commitment or contract or passed any resolution or made any offer (which remains open for acceptance) with respect to or announced an intention to, or to propose to, effect any of the transactions, matters or events referred to in this Condition 3(F);

No adverse change, litigation, regulatory enquiry or similar

(G) except as Disclosed, since 31 December 2024 there having been:

- (i) no adverse change and no circumstance having arisen which would be or would reasonably be expected to result in any material adverse change in, the business, assets, value, financial or trading position or profits or prospects or operational performance of any member of the Wider Pod Point Group which is material in the context of the Wider Pod Point Group taken as a whole;
- (ii) no litigation, arbitration proceedings, prosecution or other legal proceedings to which any member of the Wider Pod Point Group is or may become a party (whether as claimant, defendant or otherwise) having been threatened, announced, instituted or remaining outstanding by, against or in respect of, any member of the Wider Pod Point Group, in each case which is or would be expected to be material in the context of the Wider Pod Point Group taken as a whole;
- (iii) no enquiry, review or investigation by, or complaint or reference to, any Third Party against or in respect of any member of the Wider Pod Point Group having been threatened, announced or instituted or remaining outstanding by, against or in respect of any member of the Wider Pod Point Group, in each case which would reasonably be expected to have a material adverse effect on the Wider Pod Point Group taken as a whole;
- (iv) no contingent or other liability having arisen or become apparent to EDF or increased other than in the ordinary course of business which is reasonably likely to affect adversely the business, assets, financial or trading position or profits or prospects of any member of the Wider Pod Point Group to an extent which is material in the context of the Wider Pod Point Group taken as a whole;
- (v) no steps having been taken and no omissions having been made which are reasonably likely to result in the withdrawal, cancellation, termination or modification of any licence held by any member of the Wider Pod Point Group which is necessary for the proper carrying on of its business and the withdrawal, cancellation, termination or modification of which would reasonably be expected to have a material adverse effect on the Wider Pod Point Group taken as a whole; and
- (vi) no member of the Wider Pod Point Group having conducted its business in breach of any applicable laws and regulations in manner which is material in the context of the Wider Pod Point Group taken as a whole;

No discovery of certain matters regarding information, liabilities and environmental issues

(H) save as Disclosed, since 31 December 2024 EDF not having discovered that:

- (i) any financial, business or other information concerning the Wider Pod Point Group publicly announced before the date of the Announcement or disclosed at any time to any member of the Wider EDF Group by or on behalf of any member of the Wider Pod Point Group before the date of the Announcement is misleading, contains a misrepresentation of any fact, or omits to state a fact necessary to make that information not misleading, and which is, in any case, material in the context of the Wider Pod Point Group taken as a whole;
- (ii) any member of the Wider Pod Point Group or any partnership, company or other entity in which any member of the Wider Pod Point Group has a significant economic interest and which is not a subsidiary undertaking of Pod Point is subject to any liability, contingent or otherwise, which is material in the context of the Wider Pod Point Group taken as a whole;
- (iii) any past member or present member of the Wider Pod Point Group has not complied with any applicable legislation, regulations or other requirements of any jurisdiction or any Authorisations relating to the use, treatment, storage, carriage, disposal, discharge, spillage, release, leak or emission of any waste or hazardous substance or any substance likely to impair the environment (including property) or harm human or animal health or otherwise relating to environmental matters or the health and safety of humans, which non-compliance would be likely to give rise to any material liability including any penalty for non-compliance (whether actual or contingent) on the part of any member of the Wider Pod Point Group, in each case to an extent which is material in the context of the Wider Pod Point Group taken as a whole;

Intellectual property

(I) except as Disclosed and since 31 December 2024, no circumstance having arisen or event having occurred in relation to any intellectual property owned or used by any member of the Wider Pod Point Group which would have a material adverse effect on the Wider Pod Point Group taken as a whole, including:

- (i) any member of the Wider Pod Point Group losing its title to any intellectual property used in its business, or any intellectual property owned by any member of the Wider Pod Point Group and material to its business being revoked, cancelled or declared invalid; or
- (ii) any claim being asserted in writing or threatened in writing by any person challenging the ownership of any member of the Wider Pod Point Group to, or the validity or effectiveness of, any of its intellectual property; or
- (iii) any agreement regarding the use of any intellectual property licensed to or by any member of the Wider Pod Point Group being terminated or varied; and

Anti-corruption, sanctions and criminal property

(J) except as Disclosed, EDF not having discovered:

- (i) (i) any past or present member, director, officer or employee of the Wider Pod Point Group, in connection with their position at the Wider Pod Point Group is or has at any time engaged in any activity, practice or conduct (or omitted to take any action) which would constitute an offence under the Bribery Act 2010, the US Foreign Corrupt Practices Act of 1977, as amended, or any other anti-corruption legislation applicable to the Wider Pod Point Group; or (ii) any past or present member of the Wider Pod Point Group or any person that performs or has performed services for or on behalf of the Wider Pod Point Group is or has at any time engaged in any activity, practice or conduct in connection with the performance of such services which would constitute an offence under the Bribery Act 2010, the US Foreign Corrupt Practices Act of 1977, as amended, or any other applicable anti-corruption legislation;
- (ii) any asset of any member of the Wider Pod Point Group constitutes criminal property as defined by section 340(3) of the Proceeds of Crime Act 2002 (but disregarding paragraph (b) of that definition);

- (iii) any past or present member, director, officer or employee of the Wider Pod Point Group or any other person for whom any such person may be liable or responsible, has engaged in any business with, made any investments in, made any funds or assets available to or received any funds or assets from: (i) any government, entity or individual in respect of which US, UK or European Union persons, or persons operating in those territories, are prohibited from engaging in activities or doing business, or from receiving or making available funds or economic resources, by applicable US, UK or European Union laws or regulations, including the economic sanctions administered by the United States Office of Foreign Assets Control or HM Revenue & Customs; or (ii) any government, entity or individual targeted by any of the economic sanctions of the United Nations, the United States, the United Kingdom, the European Union or any of its member states or any other governmental or supranational body or authority in any jurisdiction, except as may have been licensed by the relevant authority; or
- (iv) a member of the Wider Pod Point Group has engaged in any transaction or conduct which would cause any member of the Wider Pod Point Group or the Wider EDF Group to be in breach of any applicable law or regulation upon the completion of the Acquisition, including any economic sanctions of the United States Office of Foreign Assets Control or HM Revenue & Customs, or any government, entity or individual targeted by any of the economic sanctions of the United Nations, the United States, the United Kingdom or the European Union or any of its member states.

Part B: Further terms of the Acquisition

1. The Conditions set out in paragraphs 2(A), 2(B) and 3 (inclusive) of Part A above must each be fulfilled, determined by EDF to be or to remain satisfied or (if capable of waiver) be waived by EDF prior to the commencement of the Court Hearing, failing which the Scheme will lapse.
2. Subject to the requirements of the Panel and the Takeover Code, EDF reserves the right in its sole discretion to waive, in whole or in part, all or any of the Conditions set out in Part A above, except the Conditions set out in paragraphs 1, 2(A)(i), 2(B)(i) and 2(C)(i) of Part A above which cannot be waived.
3. The deadlines set out in the Conditions in paragraphs 1, 2(A)(ii), 2(B)(ii) and 2(C)(ii) of Part A above for the timing of the Long Stop Date, the Court Meeting, the General Meeting and/or the Court Hearing may be extended. If any of the Conditions in paragraphs 1, 2(A)(ii), 2(B)(ii) and 2(C)(ii) of Part A above is not satisfied by the deadline specified in the relevant Condition, EDF will make an announcement by 8.00 a.m. on the Business Day following such deadline confirming whether it has invoked the relevant Condition, waived the relevant deadline or agreed with Pod Point to extend the deadline in relation to the relevant Condition.
4. EDF shall be under no obligation to waive (if capable of waiver), to determine to be or remain satisfied or treat as fulfilled any of the Conditions that it is entitled (with the consent of the Panel and subject to the requirements of the Takeover Code) to waive, by a date and time earlier than the latest date specified in paragraph 1 for the fulfilment or waiver thereof, notwithstanding that the other Conditions may at such earlier date have been waived or fulfilled and that there are at such earlier date no circumstances indicating that any of such Conditions may not be capable of fulfilment.
5. Under Rule 13.5(a) of the Takeover Code, and subject to paragraph 6 below, EDF may only invoke a Condition that is subject to Rule 13.5(a) of the Takeover Code so as to cause the Acquisition not to proceed, to lapse or to be withdrawn with the consent of the Panel and any Condition that is subject to Rule 13.5(a) of the Takeover Code may be waived by EDF. The Panel will normally only give its consent if the circumstances which give rise to the right to invoke the Condition are of material significance to EDF in the context of the Acquisition. This will be judged by reference to the facts of each case at the time that the relevant circumstances arise.
6. Conditions 1 (subject to Appendix 7 of the Takeover Code), 2(A), 2(B) and 2(C) of Part A above and, if applicable, any acceptance condition if the Acquisition is implemented by means of a Takeover Offer, are not subject to Rule 13.5(a) of the Takeover Code.
7. The Pod Point Shares to be acquired under the Acquisition will be acquired with full title guarantee, fully paid and free from all liens, equities, charges, encumbrances, options, rights of pre-emption and any other third party rights and interests of any nature and together with all rights now or hereafter attaching

or accruing to them, including, without limitation, voting rights and the right to receive and retain in full all dividends and other distributions and any return of capital (whether by reduction of share capital or share premium account or otherwise) declared, made, paid or becoming payable by reference to a record date falling on or after the Effective Date (other than any dividend, distribution or return of capital in respect of which a corresponding reduction in the consideration payable under the terms of the Acquisition has been made as described in paragraph 8 below).

8. Subject to the terms of the Acquisition, if, on or after the date of the Announcement and on or prior to the Effective Date, any dividend and/or other distribution and/or return of capital is authorised, announced, declared, made or paid or becomes payable in respect of Pod Point Shares, EDF reserves the right to reduce the Consideration payable under the terms of the Acquisition by an amount equal to all or part of any such dividend and/or other distribution and/or return of capital, in which case: (a) any reference in the Announcement or in this document to the consideration will be deemed to be a reference to the consideration as so reduced; and (b) the relevant eligible Pod Point Shareholders will be entitled to receive and retain any such dividend and/or other distribution and/or return of capital authorised, announced, declared, made or paid. To the extent that any such dividend, distribution or return of capital is authorised, announced, declared, made or paid or becomes payable: (x) pursuant to the Acquisition on a basis which entitles EDF to receive the dividend or distribution or return of capital and to retain it; or (y) is subsequently cancelled, the consideration payable under the terms of the Acquisition will not be subject to change in accordance with this paragraph. Any exercise by EDF of its rights referred to in this paragraph shall be the subject of an announcement and, for the avoidance of doubt, shall not be regarded as constituting any revision or variation of the Acquisition.
9. EDF reserves the right to elect (subject to the consent of the Panel and to the terms of the Co-operation Agreement) to implement the Acquisition by way of a Takeover Offer as an alternative to the Scheme. In such event, the Acquisition will (unless otherwise consented to by Pod Point or required by the Panel) be implemented on substantially the same terms, so far as applicable, as those which would apply to the Scheme, subject to the terms of the Co-operation Agreement and appropriate amendments including (without limitation) the inclusion of an acceptance condition set at 75 per cent. (or such other percentage as EDF may, subject to the rules of the Takeover Code and with the consent of the Panel, decide) of the shares to which the Acquisition relates and those required by, or deemed appropriate by, EDF under applicable law, so far as is applicable). Furthermore, if such Takeover Offer is made and sufficient acceptances of such Takeover Offer are received and/or sufficient Pod Point Shares are otherwise acquired by EDF, it is the intention of EDF to apply the provisions of Chapter 3 of Part 28 of the Companies Act to acquire compulsorily any outstanding Pod Point Shares in respect of which the Takeover Offer has not been accepted.
10. The availability of the Acquisition to persons not resident in the United Kingdom may be affected by the laws of the relevant jurisdictions. Persons who are not resident in the United Kingdom should inform themselves about and observe any applicable legal and regulatory requirements.
11. The Acquisition is not being made, directly or indirectly, in, into or from, or by use of the mails of, or by any means of instrumentality (including, but not limited to, facsimile, e-mail or other electronic transmission, telex or telephone) of interstate or foreign commerce of, or of any facility of a national, state or other securities exchange of, any Restricted Jurisdiction.
12. The Scheme will be governed by English law and is subject to the jurisdiction of the Court and to the Conditions and further terms set out in this document. The Acquisition will be subject to the applicable requirements of the Takeover Code, the Panel, the UK Listing Rules, the London Stock Exchange and the Financial Conduct Authority.
13. Each of the Conditions will be regarded as a separate Condition and will not be limited by reference to any other Condition.

PART 4
THE SCHEME OF ARRANGEMENT

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES
COMPANIES COURT (ChD)

Claim No. CR-2025-003352

IN THE MATTER OF POD POINT GROUP HOLDINGS PLC
and
IN THE MATTER OF THE COMPANIES ACT 2006

SCHEME OF ARRANGEMENT

(under Part 26 of the Companies Act 2006)

between
Pod Point Group Holdings plc
and
the Scheme Shareholders
(as hereinafter defined)

PRELIMINARY

(A) In this Scheme, unless inconsistent with the subject or context, the following expressions shall bear the following meanings:

“Acquisition”	the proposed acquisition by EDF of the entire issued and to be issued share capital of Pod Point not already held by EDF to be implemented by means of this Scheme (and, where the context admits, any subsequent revision, variation, extension or renewal of this Scheme);
“Announcement”	the announcement of a firm intention to make an offer for the entire issued and to be issued share capital of Pod Point not already held by EDF pursuant to Rule 2.7 of the Takeover Code made by Pod Point and EDF on 12 June 2025;
“Awards”	the share awards, conditional share awards, options, phantom options, and/or phantom conditional awards granted under the Pod Point Share Plans;
“Business Day”	a day (other than a Saturday, Sunday, public or bank holiday) on which banks are generally open for business in London, United Kingdom;
“certificated” or “in certificated form”	a share or other security which is not in uncertificated form (that is, not in CREST);
“Companies Act”	the Companies Act 2006, as amended from time to time;
“Company” or “Pod Point”	Pod Point Group Holdings plc, a public limited company incorporated in England and Wales with registered number 12431376 and whose registered office is at 222 Gray’s Inn Road, London, England, WC1X 8HB;
“Conditions”	the conditions to the implementation of the Acquisition, as set out in Part A of Part 3 (<i>Conditions to and further terms of the Acquisition</i>) of the Scheme Document and “Condition” means such one or more of them as the context may require;

“Consideration”	the cash consideration of 6.5 pence per Pod Point Share payable by EDF to Scheme Shareholders (as appearing on the register of members of Pod Point at the Scheme Record Time) pursuant to the Acquisition;
“Court”	the High Court of Justice in England and Wales;
“Court Meeting”	the meeting of the Scheme Shareholders convened by order of the Court pursuant to Part 26 of the Companies Act to consider and, if thought fit, approve this Scheme (with or without modification), including any adjournment thereof;
“Court Order”	the order of the Court sanctioning the Scheme under Part 26 of the Companies Act;
“CREST”	the relevant system (as defined in the Regulations) to facilitate the transfer of title in uncertificated form in respect of which Euroclear is the Operator (as defined in the Regulations);
“CREST Manual”	the CREST Manual published by Euroclear, as amended from time to time;
“DBSP”	the Pod Point Deferred Bonus Share Plan 2021, as amended from time to time;
“EDF”	EDF Energy Customers Limited, a private limited company incorporated under the laws of England and Wales with registered number 02228297;
“EDF Group”	EDF and its subsidiary undertakings;
“Effective”	the Scheme having become effective pursuant to its terms;
“Effective Date”	the date on which the Scheme becomes Effective;
“Encumbrances”	liens, equities, charges, encumbrances, options, rights of pre-emption and any other third party rights and interests of any nature;
“Equiniti”	Equiniti Limited, the Company’s registrar;
“Euroclear”	Euroclear UK & International Limited;
“Excluded Shares”	any Pod Point Shares which are: (a) registered in the name of, or beneficially owned by, any member of the EDF Group (or any person as nominee for any such member of the EDF Group); or (b) held by Pod Point in treasury, in each case, as at the Scheme Record Time;
“FCA” or “Financial Conduct Authority”	the Financial Conduct Authority of the United Kingdom acting in its capacity as the competent authority for the purposes of Part VI of FSMA, or its successor from time to time;
“FSMA”	the Financial Services and Markets Act 2000, as amended from time to time;
“gone away”	registered with an address from which communications are consistently returned to the Company by post;
“holder”	a registered holder and includes a person entitled by transmission;
“IPO Share Plan”	the Pod Point IPO Share Plan, as amended from time to time;
“Latest Practicable Date”	close of business on 23 June 2025;

“Long Stop Date”	11.59 p.m. on 30 September 2025, or such later date, if any: (a) as EDF and Pod Point may agree, or (b) (in a competitive situation) as may be specified by EDF with the consent of the Panel, and in each case that (if so required) the Court may allow;
“LTIP”	the Pod Point Long Term Incentive Plan, as amended from time to time;
“members”	members of the Company on the register of members at any relevant date;
“Non-Employee IPO Share Plan”	the cash-based plan pursuant to which awards are granted to non-employees engaged by the Pod Point Group which mimic the terms and structure of the IPO Share Plan;
“Non-Employee LTIP”	the cash-based plan pursuant to which phantom awards are granted to certain non-employees engaged by the Pod Point Group which mimic the terms and structure of the LTIP;
“Panel”	the Panel on Takeovers and Mergers in the United Kingdom or its successor from time to time;
“Pod Point EBT”	the Pod Point Employee Benefit Trust;
“Pod Point Group”	Pod Point and its subsidiary undertakings and where the context permits, each of them;
“Pod Point Share Plans”	each of the LTIP, Non-Employee LTIP, DBSP, IPO Share Plan, Non-Employee IPO Share Plan, and SIP
“Pod Point Shareholders”	the holders of Pod Point Shares;
“Pod Point Shares”	the existing unconditionally allotted or issued and fully paid ordinary shares of £0.001 each in the capital of Pod Point and any further such ordinary shares which are unconditionally allotted or issued;
“SIP”	the Pod Point Share Incentive Plan, as amended from time to time;
“Registrar of Companies”	the Registrar of Companies in England and Wales;
“Regulations”	the Uncertificated Securities Regulations 2001 (SI 2001 No. 3755), as amended from time to time;
“Scheme”	this scheme of arrangement in its present form or with or subject to any modification, addition or condition which Pod Point and EDF may agree and which the Court may approve or impose;
“Scheme Document”	the circular dated 25 June 2025 sent by Pod Point to Pod Point Shareholders and persons with information rights of which this Scheme forms a part;
“Scheme Record Time”	6.00 p.m. on the Effective Date or such other date and/or time as EDF and Pod Point may agree;
“Scheme Shareholders”	the holders of Scheme Shares;
“Scheme Shares”	all Pod Point Shares which remain in issue at the Scheme Record Time and are: <ul style="list-style-type: none"> (i) in issue at the date of the Scheme Document; (ii) (if any) issued after the date of the Scheme Document but before the Voting Record Time; and

	(iii) (if any) issued at or after the Voting Record Time but on or before the Scheme Record Time in respect of which the original or any subsequent holder thereof is, or shall have agreed in writing to be, bound by the Scheme,
	in each case other than any Excluded Shares;
“subsidiary undertaking”	shall be construed in accordance with the Companies Act;
“Takeover Code”	the City Code on Takeovers and Mergers, as amended from time to time;
“uncertificated” or “in uncertificated form”	a share or other security title to which is recorded in the relevant register of the share or security as being held in uncertificated form, in CREST, and title to which, by virtue of the Regulations, may be transferred by means of CREST;
“Voting Record Time”	6.30 p.m. on 16 July 2025 or, if the Court Meeting is adjourned, 6.30 p.m. on the day which is two Business Days before the date of such adjourned meeting,

and where the context so admits or requires, the plural includes the singular and vice versa.

References to clauses and sub-clauses are to clauses and sub-clauses of this Scheme, and references to times are to times in London, UK (unless otherwise stated).

- (B) The issued ordinary share capital of Pod Point as at the Latest Practicable Date was £156,900.118 divided into 156,900,118 Pod Point Shares, all of which are credited as fully paid up. Pod Point does not hold any Pod Point Shares in treasury.
- (C) As at the Latest Practicable Date, Awards to acquire up to 6,357,374 Pod Point Shares have been awarded and remain outstanding pursuant to the Pod Point Share Plans and the Pod Point EBT holds in aggregate 585,003 Pod Point Shares that can be used to satisfy outstanding Awards.
- (D) As at the Latest Practicable Date, 82,907,682 Pod Point Shares are registered in the name of or beneficially owned by EDF and other members of the EDF Group.
- (E) EDF has, subject to the satisfaction or, where capable, waiver of the Conditions (other than the Condition set out in paragraph 2(C) of Part A of Part 3 (*Conditions to and further terms of the Acquisition*) of the Scheme Document) prior to 11.59 p.m. on the Long Stop Date, agreed to appear by counsel at the hearing to sanction this Scheme and to undertake to the Court to be bound by the terms of this Scheme in so far as they relate to EDF and to do, or procure to be executed and done, all such documents, acts and things as may be necessary or desirable to be executed or done by it for the purpose of giving effect to this Scheme.

THE SCHEME

1. Transfer of the Scheme Shares

- 1.1 On and with effect from the Effective Date, EDF and/or its nominee(s) shall acquire all of the Scheme Shares, fully paid up with full title guarantee, free from all Encumbrances and together with all rights as at the Effective Date or thereafter attaching or accruing to them, including, without limitation, voting rights and the right to receive and retain in full all dividends and other distributions declared, paid or made, or any other return of capital or value (whether by reduction of share capital or share premium account or otherwise), made by reference to a record date after the Effective Date.
- 1.2 For the purposes of such acquisition, the Scheme Shares shall be transferred to EDF and/or its nominee(s) and such transfer shall be effected by means of a form or forms of transfer or other instrument(s) or instruction(s) of transfer, and to give effect to such transfer(s) any person may be appointed by Pod Point as attorney and/or agent and/or otherwise on behalf of each Scheme Shareholder, and shall be authorised as such attorney and/or agent and/or otherwise on behalf of each Scheme Shareholder to execute and deliver as transferor one or more form(s) of transfer or other instrument(s) or instruction(s) of transfer (whether as a deed or otherwise) of, or otherwise give any instructions to transfer, all of the Scheme Shares and every form, instrument or instruction of transfer so executed or instruction so given shall be as effective as if it had been executed or given by the holder or holders of the Scheme Shares thereby transferred. Such forms, instruments or instructions of transfer shall be deemed to be the principal instruments of transfer and the equitable or beneficial interest in the Scheme Shares shall only be transferred to EDF (and/or its nominee(s)), together with the legal interest in such Scheme Shares, pursuant to such forms, instruments or instructions of transfer.
- 1.3 With effect from the Effective Date and until the register of members of the Company is updated to reflect the transfer of the Scheme Shares pursuant to clauses 1.1 and 1.2, EDF or its agents shall be entitled to direct the exercise of any voting rights and any or all rights and privileges attaching to any Scheme Shares, and each Scheme Shareholder irrevocably:
 - (a) appoints EDF (and/or its nominee(s)) as its attorney and/or agent and/or otherwise to exercise on behalf of such Scheme Shareholder (in place of and to the exclusion of that Scheme Shareholder):
 - (i) any voting rights attached to its Scheme Shares (including in relation to any proposal to convert the Company to a private limited company); and (ii) any or all rights and privileges attaching to its Scheme Shares, including, without limitation, the right to receive any distribution or other benefit accruing or payable in respect thereof and the right to requisition the convening of a general meeting of the Company or of any class of its shareholders;
 - (b) appoints EDF (and/or its nominee(s)) as its attorney and/or agent and/or otherwise to sign on behalf of such Scheme Shareholder any documents, and to do any such things, as may in the opinion of EDF (and/or its nominees) be necessary or desirable in connection with the exercise of any votes or any other rights or privileges attaching to its Scheme Shares, including, without limitation, an authority to sign any consent to short notice of any general or separate class meeting of Pod Point (including in relation to any proposal to convert Pod Point to a private limited company) and to execute, on behalf of such Scheme Shareholder, a form of proxy in respect of its Scheme Shares appointing any person nominated by EDF to attend any general and separate class meetings of Pod Point (or any adjournment thereof) and to exercise or refrain from exercising the votes attaching to the relevant Scheme Shares on such Scheme Shareholder's behalf;
 - (c) authorises EDF (and/or its nominee(s)) to take such action as EDF or its nominee sees fit in relation to any dealings with or disposal of its Scheme Shares (or any interest in such Scheme Shares) and authorises the Company and/or its agents to send to EDF (and/or its nominee(s)) at EDF's registered office any notice, circular, warrant or other document or communication which the Company may be required to send to such Scheme Shareholder as a member of the Company in respect of its Scheme Shares (including any share certificate(s) or other document(s) of title issued as a result of conversion of the relevant Scheme Shares into certificated form); and
 - (d) undertakes not to, without the consent of EDF: (i) exercise any votes or (subject to clause 2.2) any other rights or privileges attaching to the relevant Scheme Shares; or (ii) appoint a proxy or representative for, or to attend, any general meeting or separate class meeting of the Company.

- 1.4 The authorities granted pursuant to clauses 1.2 and 1.3 shall be treated for all purposes as having been granted by deed.

2. Consideration for the transfer of the Scheme Shares

- 2.1 In consideration for the transfer of the Scheme Shares to EDF (and/or its nominee(s)) as provided in clause 1, EDF shall (subject to, and in accordance with, the remaining provisions of this Scheme) pay, or procure that there shall be paid, to or for the account of each Scheme Shareholder (as appearing in the register of members of the Company at the Scheme Record Time):

for each Scheme Share

6.5 pence in cash

- 2.2 If, on or after 12 June 2025 (being the date of the Announcement) and on or prior to the Effective Date, any dividend, distribution and/or other return of capital or value is announced, declared, made or paid by the Company or becomes payable by the Company in respect of the Pod Point Shares, EDF shall be entitled to reduce the Consideration that would be payable for the Pod Point Shares pursuant to the Acquisition by an amount up to the amount of such dividend and/or distribution and/or other return of capital or value.
- 2.3 If EDF exercises its right to reduce the Consideration in accordance with the terms of clause 2.2:
- (a) Scheme Shareholders will be entitled to receive and retain that dividend, distribution and/or other return of capital or value (or the relevant part of it) in respect of the Pod Point Shares they held at the record time for such dividend, distribution and/or other return of capital or value;
 - (b) any reference in this Scheme and the Scheme Document to the Consideration payable under the Scheme shall be deemed to be a reference to the Consideration as so reduced; and
 - (c) the exercise of such rights shall not be regarded as constituting any revision or variation of the terms of this Scheme.
- 2.4 To the extent that any dividend, distribution and/or other return of capital or value is authorised, announced, declared, made or paid by the Company or becomes payable by the Company in respect of the Pod Point Shares and: (i) the Scheme Shares are transferred pursuant to this Scheme on a basis which entitles EDF to receive such dividend, distribution and/or other return of capital or value and to retain it; or (ii) it is cancelled in full before payment by the Company, the Consideration will not be subject to change in accordance with clause 2.2 of this Scheme.

3. Settlement of Consideration

- 3.1 Not more than 14 calendar days after the Effective Date (or such other period as may be approved by the Panel), EDF shall settle the Consideration due to the relevant Scheme Shareholders as follows:
- (a) subject to clause 3.1(c), in the case of Scheme Shares which at the Scheme Record Time are held in certificated form, despatch or procure the despatch to the persons entitled thereto, or as they may direct, of cheques for the sums payable to them respectively in accordance with clause 2, save that (i) cheques due to any Scheme Shareholder who is recorded by Equiniti as “gone away” will not be issued until such Scheme Shareholder contacts, and provides an updated address to, Equiniti, and (ii) if the amount payable to any Scheme Shareholder exceeds £100,000, EDF reserves the right to agree with such Scheme Shareholder to facilitate electronic payment of such consideration in lieu of a cheque;
 - (b) in the case of Scheme Shares which at the Scheme Record Time are held in uncertificated form, instruct, or procure the instruction of, Euroclear to create a CREST assured payment obligation in favour of the persons entitled thereto in accordance with clause 2 and with the CREST assured payment arrangements (as set out in the CREST Manual) provided that EDF reserves the right to make payment of the said sums in accordance with clause 3.1(a);
 - (c) in the case of Scheme Shares issued or transferred pursuant to the Pod Point Share Plans after the making of the Court Order and prior to the Scheme Record Time, pay, or procure the payment of, the amount due in respect of such Scheme Shares to the relevant Pod Point Group employer by such method as may be agreed with the Company, and the Company shall then procure that payments are made to the relevant Scheme Shareholders via payroll (or in the case of Scheme Shareholders who

are no longer employed with the Pod Point Group, into such account as they may specify) as soon as practicable, subject to the deduction of any applicable income taxes, national insurance or social security contributions or any other required withholding in any relevant jurisdiction. For the avoidance of doubt, the payment of the Consideration to relevant Scheme Shareholders through payroll pursuant to this sub-clause shall be effected reasonably promptly after the Effective Date but is not required to be effected within 14 calendar days of the Effective Date; or

(d) by such other method as may be approved by the Panel.

- 3.2 With effect from the Scheme Record Time, each holding of Scheme Shares credited to any stock account in CREST shall be disabled and all Scheme Shares will be removed from CREST in due course.
- 3.3 All deliveries of notices, documents of title, cheques, certificates or statements of entitlement required to be made pursuant to this Scheme shall be effected by posting the same by first class post in pre-paid envelopes, or, if overseas, by air mail (or by such other method as may be approved by the Panel) addressed to the persons entitled thereto at their respective addresses as appearing in the register of members of the Company at the Scheme Record Time (or, in the case of joint holders, at the address of that one of the joint holders whose name stands first in the relevant register in respect of such joint holding at the Scheme Record Time), and no member of the Pod Point Group or of the EDF Group, or their respective nominees or agents or Equiniti, will be responsible for any loss or delay in the transmission of the Consideration (or any notices, documents of title, cheques, certificates, statements of entitlement or payment) sent in any manner described above which shall be sent at the risk of the person or persons entitled thereto.
- 3.4 All payments to Scheme Shareholders shall be in pounds sterling and (in the case of cheques) drawn on the branch of a clearing bank in the United Kingdom.
- 3.5 In each case, payments shall be made to the persons entitled thereto or, in the case of joint holders, to that one of the joint holders whose name stands first (in the case of Scheme Shareholders) in the register of members of Pod Point in respect of such joint holding at the Scheme Record Time, or to such other persons (if any) as such persons may direct in writing and the encashment of any such cheque, the instruction of Euroclear to create any such CREST assured payment obligation or the making of any such electronic transfer as is referred to in clause 3.1 shall be a complete discharge of EDF's obligations under this Scheme to pay the monies represented thereby.
- 3.6 If any Scheme Shareholders have not encashed their respective cheques (or otherwise claimed their Consideration) within six months of the Effective Date, Pod Point and EDF will procure that the Consideration due to such Scheme Shareholders under this Scheme shall be held on trust for such Scheme Shareholders for a period of 12 years from the Effective Date, and such Scheme Shareholders may claim the Consideration due to them (net of any expenses and taxes) by written notice to Equiniti or Pod Point (or its nominee or agent) in a form which Pod Point reasonably determines evidences their entitlement to such Consideration at any time during the period of 12 years from the Effective Date.
- 3.7 The provisions of this clause 3 shall take effect subject to any prohibition or condition imposed by law.

4. Certificates and cancellations

With effect from and including the Effective Date:

- 4.1 all certificates representing Scheme Shares shall cease to be valid as documents of title to the shares represented thereby and every holder thereof shall be bound, at the request of the Company, to deliver up the same to the Company (or to any person appointed by the Company to receive the same) or, as it may direct, to destroy the same;
- 4.2 the Company shall procure that Euroclear be instructed to cancel or transfer the entitlements to Scheme Shares of Scheme Shareholders in uncertificated form;
- 4.3 following the cancellation of the entitlements to Scheme Shares of holders of Scheme Shares in uncertificated form, Pod Point's registrars, Equiniti, shall be authorised to rematerialise entitlements to such Scheme Shares; and

- 4.4 subject to the completion, delivery and, if applicable, stamping of any transfers, forms, instruments or instructions as may be required in accordance with clause 1, the Company shall make, or procure to be made, the appropriate entries in its register of members to reflect the transfer of the Scheme Shares to EDF and/or its nominees in accordance with clause 1.

5. Mandates

All mandates (including communication preferences) given to Pod Point or Equiniti by Scheme Shareholders in force at the Scheme Record Time relating to Scheme Shares shall, as from the Effective Date, cease to be valid.

6. The Effective Date

- 6.1 This Scheme shall become Effective as soon as a copy of the Court Order shall have been delivered to the Registrar of Companies.
- 6.2 Unless this Scheme has become effective at or before 11.59 p.m. on the Long Stop Date, this Scheme shall never become effective.

7. Modification

EDF and the Company may jointly consent on behalf of all persons concerned to any modification of, or addition to, this Scheme or to any condition which the Court may approve or impose. Any such modification or addition shall require the consent of the Panel where such consent is required under the Takeover Code. For the avoidance of doubt, no modification can be made to the Scheme pursuant to this clause 7 once the Scheme has been sanctioned and taken effect.

8. Governing law

This Scheme is governed by the laws of England and Wales and is subject to the exclusive jurisdiction of the English courts. The rules of the Takeover Code apply to this Scheme.

Dated 25 June 2025

PART 5

FINANCIAL INFORMATION

Part A: Financial information relating to Pod Point

The following sets out the financial information in respect of Pod Point as required by Rule 24.3 of the Takeover Code. The documents referred to below, the contents of which have previously been announced through a Regulatory Information Service, are incorporated by reference into this document pursuant to Rule 24.15 of the Takeover Code:

- the audited accounts of Pod Point for the financial year ended 31 December 2024 are set out on pages 131 to 189 (both inclusive) in Pod Point's annual report for the financial year ended 31 December 2024 available from Pod Point's website at <https://investors.pod-point.com/>; and
- the audited accounts of Pod Point for the financial year ended 31 December 2023 are set out on pages 137 to 189 (both inclusive) in Pod Point's annual report for the financial year ended on 31 December 2023 available from Pod Point's website at <https://investors.pod-point.com/>.

Part B: Pod Point ratings information

No ratings agency has publicly accorded Pod Point with any current credit rating or outlook.

Part C: Financial information relating to EDF

The following sets out the financial information in respect of EDF as required by Rule 24.3 of the Takeover Code. The documents referred to below are incorporated into this document by reference pursuant to Rule 24.15 of the Takeover Code:

- the audited accounts of EDF for the financial year ended 31 December 2023 are set out on pages 31 to 62 (both inclusive) in EDF's annual report for the financial year ended 31 December 2023 available from EDF's website at <https://www.edfenergy.com/business-update-edf/>; and
- the audited accounts of EDF for the financial year ended 31 December 2022 are set out on pages 27 to 55 (both inclusive) in EDF's annual report for the financial year ended on 31 December 2022 available from EDF's website at <https://www.edfenergy.com/business-update-edf/>.

Part D: EDF ratings and outlooks

Prior to the commencement of the Offer Period, EDF had been assigned a long-term issuer credit rating of BBB – by Fitch Ratings, outlook stable.

Since the Offer Period began, on 24 April 2025, Fitch Ratings affirmed EDF's existing long-term issuer rating with a stable outlook.

Part E: Financial effects of the Acquisition on EDF

Following the Scheme becoming Effective, Pod Point will become a wholly owned subsidiary of EDF, and EDF's assets, liabilities and earnings will reflect its holding of 100 per cent. of Pod Point's share capital. In addition, the cash and cash equivalents position of the EDF Group would be decreased to reflect the payment of the Consideration to Scheme Shareholders in connection with the Acquisition.

Part F: No incorporation of website information

Save as expressly referred to herein, neither the content of Pod Point's or EDF's websites, nor the content of any website accessible from hyperlinks on Pod Point's or EDF's websites, is incorporated into, or forms part of, this document.

PART 6 ADDITIONAL INFORMATION

1. Responsibility

- (a) The Independent Pod Point Directors, whose names are set out in paragraph 2(a) of this Part 6, accept responsibility for the information contained in this document (including any expressions of opinion) other than the information for which responsibility is taken by others pursuant to paragraph 1(c) of this Part 6. To the best of the knowledge and belief of the Independent Pod Point Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this document for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.
- (b) Rob Guyler, a non-executive director of Pod Point, is not considered by Pod Point to be independent for the purposes of the Acquisition by virtue of his appointment to the Pod Point Board as a representative of EDF. As a result, Rob Guyler has not been treated as an Independent Pod Point Director and has not participated in the consideration of the Acquisition by the Independent Pod Point Directors or the decision of the Independent Pod Point Directors to recommend the Scheme. Due to such restrictions on his participation in discussions of the Independent Pod Point Directors since the initial approach by EDF, Rob Guyler accepts responsibility for the information contained in this document (including any expressions of opinion), except for (a) information relating to (i) the terms and conditions of the Acquisition or the Scheme, (ii) any steps or action to be taken or which have been taken (or agreements or arrangements which have been or are entered into) in relation to the implementation of the Acquisition or the Scheme; (iii) the treatment of the Pod Point Share Plans under the Acquisition and/or the Scheme and the impact of the Acquisition and/or the Scheme on participants in the Pod Point Shares Plans as set out in paragraph 9 of Part 2 (*Explanatory Statement*) of this document; (b) any information relating to the intentions, expectations, opinions or beliefs of the Independent Pod Point Directors relating to the Acquisition or the Scheme, including the information set out in paragraph 3 and paragraph 13 of Part 1 (*Letter from the Chair of Pod Point Group Holdings plc*) of this document; and (c) any information for which responsibility is taken by the EDF Directors and others pursuant to paragraph 1(c) below. To the best of the knowledge and belief of Rob Guyler, the information contained in this document for which he is responsible is in accordance with the facts and does not omit anything likely to affect the import of such information.
- (c) The EDF Directors, whose names are set out in paragraph 2(b) of this Part 6, and Simone Rossi, the Chief Executive Officer of EDF Energy Holdings Limited, accept responsibility for the information contained in this document (including any expressions of opinion) relating to EDF, the EDF Group, the EDF Directors and their respective close relatives, related trusts and persons connected with them, and persons deemed to be acting in concert with EDF (as such term is defined in the Takeover Code) (together “**EDF Information**”). To the best of the knowledge and belief of the EDF Directors and Simone Rossi (who have taken all reasonable care to ensure that such is the case), the EDF Information is in accordance with the facts and does not omit anything likely to affect the import of such information.

2. Directors

- (a) The Independent Pod Point Directors and their respective positions are as follows:

Name	Position
Andy Palmer	Chair
Melanie Lane	Chief Executive Officer
Karen Myers	Senior Independent Non-Executive Director
Gareth Davies	Independent Non-Executive Director
Margaret Amos	Independent Non-Executive Director
Norma Dove-Edwin*	Independent Non-Executive Director
Erika Schraner*	Independent Non-Executive Director

* As announced by Pod Point on 4 March 2025, Norma Dove-Edwin and Erika Schraner have notified the Pod Point Board of their decision not to seek re-election at Pod Point’s forthcoming annual general meeting on 30 June 2025 and to step down from their positions as Pod Point Directors with effect therefrom.

Rob Guyler, a non-executive director of Pod Point, is not considered by Pod Point to be independent for the purposes of the Acquisition by virtue of his appointment to the Pod Point Board as a representative of EDF. As a result, Rob Guyler has not been treated as an Independent Pod Point Director. The Independent Pod Point Directors and Rob Guyler comprise the Pod Point Directors.

The registered office of Pod Point is 222 Gray's Inn Road, London, England, WC1X 8HB. The business address of each of the Pod Point Directors is 222 Gray's Inn Road, London, England, WC1X 8HB.

(b) The EDF Directors and their respective positions are as follows:

<u>Name</u>	<u>Position</u>
Philippe Commaret	Managing Director of EDF UK Customers segment
Neils Roy Roberts	Chief Information Officer
Tobias Allen	Director of Business Development
Emily Boase	Director of People of the Customers and Corporate segment of EDF
Christopher Dalley	Director of Wholesale Market Services
Kaa Holmes	Director of Communications
Richard Hughes	Director of Retail to Domestic and Small Business Customers
Ceri Humphrey	Director of Finance of the Customers segment of EDF
Camilla McCorkell	Director of EDF Business Solutions

The registered office of EDF and the business address of each of the EDF Directors and Simone Rossi is Nova North, 11 Bressenden Place, London, England, SW1E 5BY.

3. Market quotations

Set out below are the Closing Prices of Pod Point Shares taken from Bloomberg on:

- (a) the first dealing day in each of the six months immediately before the date of this document;
- (b) 23 April 2025 (the last dealing day before the commencement of the Offer Period); and
- (c) the Latest Practicable Date.

<u>Date</u>	<u>Pod Point Shares (pence)</u>
2 January 2025	14.44
3 February 2025	10.10
3 March 2025	10.20
1 April 2025	7.60
23 April 2025	5.24
1 May 2025	6.08*
1 June 2025	6.08*
23 June 2025	6.33

4. Interests and dealings

For the purposes of this paragraph 4:

“acting in concert” with Pod Point or EDF, as the case may be, means any such person acting or deemed to be acting in concert with Pod Point or EDF, as the case may be, for the purposes of the Takeover Code;

“close relative” has the meaning given to it in the Takeover Code;

“dealing” has the meaning given to it in the Takeover Code and **“dealt”** has the corresponding meaning;

“derivative” has the meaning given to it in the Takeover Code;

* Pod Point's Shares were suspended from trading from 1 May 2025 and therefore the price indicated is the share price at the time of suspension. The suspension on trading was lifted on 17 June 2025.

“disclosure period” means the period commencing on 24 April 2024 (being the date that is twelve months prior to the commencement of the Offer Period) and ending on the Latest Practicable Date;

“financial collateral arrangements” are arrangements of the kind referred to in Note 3 on Rule 4.6 of the Takeover Code;

“interest” or **“interests”** in relevant securities shall have the meanings given to those terms in the Takeover Code and references to interests of the EDF Directors or interests of the Pod Point Directors in relevant securities shall include all interests of any other person whose interests in such securities the EDF Directors or the Pod Point Directors (as applicable) are taken to be interested in pursuant to Part 22 of the Companies Act;

“Note 11 arrangement” means any indemnity or other dealing arrangement, including any indemnity or option arrangements, and any agreement or understanding, formal or informal, of whatever nature, relating to relevant Pod Point securities which may be an inducement to deal or refrain from dealing (other than irrevocable commitments to vote in favour of the Scheme and/or related resolutions, details of which are set out in paragraph 7 of this Part 6);

“relevant EDF securities” means relevant securities (such term having the meaning given to it in the Takeover Code in relation to an offeror) of EDF, including equity share capital of EDF and securities convertible into and rights to subscribe for such equity share capital;

“relevant securities” means relevant EDF securities and relevant Pod Point securities;

“relevant Pod Point securities” means relevant securities (such term having the meaning given to it in the Takeover Code in relation to an offeree) of Pod Point, including Pod Point Shares and securities convertible into and rights to subscribe for Pod Point Shares; and

“short position” means any short position (whether conditional or absolute and whether in the money or otherwise), including any short position under a derivative, any agreement to sell or any delivery obligation or right to require another person to purchase or take delivery.

(a) *Persons acting in concert with EDF*

In addition to the EDF Directors (together with their close relatives and related trusts) and Simone Rossi and members of the EDF S.A. Group, the persons who are acting in concert with EDF for the purposes of the Takeover Code and the Acquisition and which are required to be disclosed are:

<u>Name</u>	<u>Type of company</u>	<u>Registered Office</u>	<u>Relationship with EDF</u>
Barclays	Financial Services	1 Churchill Place, London, E14 5HP	Financial Adviser

(b) *Persons acting in concert with Pod Point*

In addition to the Pod Point Directors (together with their close relatives and related trusts) and members of the Pod Point Group (and their related pension schemes), the persons acting in concert with Pod Point for the purposes of the Takeover Code and the Acquisition and which are required to be disclosed are:

<u>Name</u>	<u>Type of company</u>	<u>Registered Office</u>	<u>Relationship with Pod Point</u>
Panmure Liberum	Financial Services	25 Ropemaker St, London EC2Y 9LY	Financial Adviser
Canaccord Genuity	Financial Services	88 Wood St, Barbican, London EC2V 7QR	Financial Adviser

(c) *Interests and dealings in Relevant Securities of Pod Point*

- (i) As at the Latest Practicable Date, EDF held the following interests in relevant Pod Point securities:

<u>Name</u>	<u>Number of Pod Point Shares</u>	<u>% of Pod Point's existing share capital</u>
EDF*	82,907,682	52.84

* EDF will not vote at the Court Meeting.

- (ii) As at the Latest Practicable Date, EDF Directors held the following interests in relevant Pod Point securities:

<u>Name</u>	<u>Number of Pod Point Shares</u>	<u>% of Pod Point's existing share capital</u>
Camilla McCorkell*	1,120	0.00

* Camilla McCorkell will not (and has instructed the registered holder not to) vote at the Court Meeting.

- (iii) As at the Latest Practicable Date, Pod Point Directors held the following interests in relevant Pod Point securities:

Pod Point Shares

<u>Name</u>	<u>Number of Pod Point Shares</u>	<u>% of Pod Point's existing share capital</u>
Melanie Lane	400,000	0.25
Gareth Davis	88,889	0.06
Andy Palmer	128,778	0.08
Karen Myers	25,778	0.02
Margaret Amos	4,444	0.00
Erika Schraner	25,778	0.02
Norma Dove-Edwin	13,333	0.01

Awards

<u>Name</u>	<u>Pod Point Share Plan</u>	<u>Maximum Number of Pod Point Shares under option</u>	<u>Date of grant</u>	<u>Exercise price per Pod Point Share (£)</u>	<u>Vesting Date</u>
Melanie Lane	Pod Point 2024 LTIP	1,000,000	31 May 2024	Nil	31 May 2027
		750,000	31 May 2024	Nil	31 May 2028

(d) *General*

- (i) Save as disclosed above, as at the Latest Practicable Date:
- (A) no member of the EDF Group has any interest in, any short position in relation to, or any right to subscribe in respect of, any relevant Pod Point securities nor has any member of the EDF Group dealt in any relevant Pod Point securities during the disclosure period;
- (B) none of the EDF Directors has any interest in, any short position in relation to, or any right to subscribe in respect of, any relevant Pod Point securities, nor has any such person dealt in any relevant Pod Point securities during the disclosure period;
- (C) no person acting in concert with EDF has any interest in, any short position in relation to, or any right to subscribe in respect of, any relevant Pod Point securities, nor has any such person dealt in any relevant Pod Point securities during the disclosure period;

- (D) neither EDF, nor any person acting in concert with EDF, has any Note 11 arrangement with any other person, nor has any such person dealt in any relevant Pod Point securities during the disclosure period; and
 - (E) neither EDF, nor any person acting in concert with EDF, has borrowed or lent any relevant Pod Point securities (including any financial collateral arrangements), save for any borrowed shares which have been either on-lent or sold.
- (ii) Save as disclosed above, as at the Latest Practicable Date:
- (A) neither Pod Point, nor any of the Pod Point Directors has any interest in, any short position in relation to, or any right to subscribe in respect of, any relevant securities, nor has any such person dealt in any relevant securities during the Offer Period;
 - (B) no person acting in concert with Pod Point has any interest in, or any short position in relation to, or any right to subscribe in respect of, any relevant Pod Point securities, nor has any such person dealt in any relevant Pod Point securities during the Offer Period;
 - (C) neither Pod Point, nor any person acting in concert with Pod Point, has any Note 11 arrangement with any other person, nor has any such person dealt in any relevant Pod Point securities during the Offer Period; and
 - (D) neither Pod Point, nor any person acting in concert with Pod Point, has borrowed or lent any relevant Pod Point securities (including any financial collateral arrangements), save for any borrowed shares which have been either on-lent or sold.

5. United Kingdom taxation

The comments set out below summarise certain limited aspects of the UK taxation treatment of certain Pod Point Shareholders under the Scheme and do not purport to be a complete analysis of all tax considerations relating to the Scheme. They are based on current UK legislation and what is understood to be current HM Revenue and Customs (“HMRC”) practice (which may not be binding on HMRC), in each case as at the Latest Practicable Date, both of which are subject to change, possibly with retrospective effect. They are not, and should not be taken as being, advice.

The comments are intended as a general guide and do not deal with certain categories of Pod Point Shareholder such as: persons subject to special tax regimes (such as collective investment schemes) or able to benefit from specific reliefs or exemptions (such as charities); brokers, dealers in securities, intermediaries, market makers, insurance companies, trustees of certain trusts; persons holding their Scheme Shares as part of hedging or commercial transactions; exempt pension funds; persons connected with depositary arrangements or clearance services or insurance companies; qualifying new residents; temporary non-residents; persons who have or could be treated for tax purposes as having acquired their Pod Point Shares in connection with a trade, profession or vocation carried out in the UK (whether through a branch or agency or otherwise) or who have or could be treated for tax purposes as having acquired their Pod Point Shares by reason of an office or their employment (including pursuant to the Pod Point Share Plans) or as holding their Pod Point Shares as carried interest. Nothing in these paragraphs should be taken as providing personal tax advice. In particular, the following paragraphs do not refer to UK inheritance tax.

References in this paragraph 5 to “**UK Holders**” are to Pod Point Shareholders who: (a) are resident for tax purposes in, and only in, the UK at all relevant times and, in the case of individuals, to whom “split year” treatment does not apply; (b) hold their Pod Point Shares as an investment (other than under a self-invested personal pension plan or individual savings account); and (c) are the absolute beneficial owners of their Pod Point Shares.

The comments below relate to UK Holders only, except in relation to UK stamp duty or SDRT.

IF YOU ARE IN ANY DOUBT ABOUT YOUR TAX POSITION, AND IN PARTICULAR IF YOU MAY BE SUBJECT TO TAXATION IN ANY JURISDICTION OTHER THAN THE UNITED KINGDOM, YOU SHOULD CONSULT AN APPROPRIATELY QUALIFIED INDEPENDENT PROFESSIONAL ADVISER IMMEDIATELY.

(a) United Kingdom taxation of chargeable gains

Under the Scheme, Scheme Shareholders will be entitled to receive the Consideration of 6.5 pence for each Pod Point Share. The transfer of the Pod Point Shares under the Scheme for the Consideration should be treated as a disposal of a UK Holder's Pod Point Shares for the purposes of UK CGT or UK corporation tax on chargeable gains (as applicable) which may, depending on the UK Holder's circumstances (including the UK Holder's base cost of their holding of their Pod Point Shares and the availability of exemptions, reliefs or allowable losses), give rise to a liability to UK CGT or UK corporation tax on chargeable gains (as applicable) or an allowable capital loss.

(i) Individual UK Holders

Subject to available exemptions, reliefs or allowances, chargeable gains arising on a disposal of Scheme Shares by an individual UK Holder for cash will be subject to UK CGT at the rate of 18 per cent. except to the extent that the gain, when it is added to the UK Holder's other taxable income and chargeable gains in the relevant tax year, takes the individual UK Holder's aggregate income and gains over the upper limit of the income tax basic rate band, in which case it will be taxed at the rate of 24 per cent.

The annual tax-free allowance (the "annual exempt amount") for UK CGT (£3,000 for the tax year 2025/2026) may be available to individual UK Holders, such that UK CGT is chargeable only on gains arising from all sources during the tax year in excess of this figure.

(ii) Corporate UK Holders

Subject to available exemptions, reliefs or allowances, chargeable gains arising on a disposal of Scheme Shares by a UK Holder within the charge to UK corporation tax on chargeable gains, will be subject to UK corporation tax.

The current main rate of UK corporation tax is 25 per cent. An alternative rate of UK corporation tax may apply if a UK Holder within the charge to UK corporation tax on chargeable gains is eligible for a lower rate, such as the small profits rate, or marginal relief.

(b) UK stamp duty and SDRT

No UK stamp duty or SDRT will be payable by Pod Point Shareholders on the transfer of their Scheme Shares under the Scheme.

6. Bases of calculation and sources of information

In this document, unless otherwise stated or the context otherwise requires, the bases and sources used are as set out in Part 7 (*Source of Information and Bases of Calculation*) of this document.

7. Irrevocable undertakings

Pod Point Directors

EDF has received irrevocable undertakings from those Pod Point Directors who own Pod Point Shares, in respect of their entire beneficial holdings of 687,000 Pod Point Shares, representing in aggregate approximately 0.4 per cent. of the existing issued ordinary share capital of Pod Point. These undertakings require each person listed below to vote (or procure the voting, as applicable) in favour of the Scheme at the Court Meeting and the Acquisition Resolution at the General Meeting or to accept, or procure the acceptance of, the Takeover Offer (if the Acquisition is implemented as a Takeover Offer), in respect of their beneficial holdings of Pod Point Shares.

<u>Name</u>	<u>Number of Pod Point Shares in respect of which undertaking is given</u>	<u>Percentage of Pod Point's issued share capital</u>
Andy Palmer	128,778	0.08
Melanie Lane	400,000	0.25
Gareth Davies	88,889	0.06
Margaret Amos	4,444	0.00
Norma Dove-Edwin	13,333	0.01

<u>Name</u>	<u>Number of Pod Point Shares in respect of which undertaking is given</u>	<u>Percentage of Pod Point's issued share capital</u>
Karen Myers	25,778	0.02
Erika Schraner	25,778	0.02
Total:	687,000	0.44

These irrevocable undertakings also extend to any Pod Point Shares acquired by Melanie Lane as a result of the vesting of awards or the exercise of options under the Pod Point Share Plans.

These irrevocable undertakings remain binding in the event a higher competing offer is made for Pod Point by a third party and will only cease to be binding on the earlier of the following occurrences:

- (a) EDF announces its valid and binding election to implement the Acquisition by way of a Takeover Offer, and the formal document containing the Takeover Offer is not published within 28 days (or such longer period as the Panel may agree) after the date of the announcement of such election unless, on or before that date (as extended, if applicable), EDF announces its election to implement the acquisition by way of a Scheme or otherwise;
- (b) the Scheme lapses or is withdrawn in accordance with its terms (or having announced its election to implement the Acquisition by way of a Takeover Offer, that Takeover Offer is subsequently withdrawn or lapses in accordance with its terms) and EDF publicly confirms that it does not intend to proceed with the Acquisition or to implement the Acquisition (by way of a Takeover Offer or Scheme or otherwise);
- (c) EDF announces, with the consent of the Panel, that it does not intend to make or proceed with the Acquisition and no new, revised or replacement offer or scheme is announced in accordance with Rule 2.7 of the Takeover Code at the same time;
- (d) the Scheme has not become Effective by the Long Stop Date; or
- (e) any competing general offer for Pod Point (other than by EDF or its concert parties) becomes or is declared unconditional or otherwise becomes effective.

Pod Point Shareholders

In addition to the Independent Pod Point Directors, the Legal and General Entities have given to EDF irrevocable undertakings to vote in favour (or procure the voting in favour, as applicable) of the Scheme at the Court Meeting and the Acquisition Resolution at the General Meeting (or in the event that the Acquisition is implemented by way of a Takeover Offer, to accept or procure the acceptance of such Takeover Offer) in respect of their beneficial holdings of Pod Point Shares:

<u>Name</u>	<u>Number of Pod Point Shares in respect of which undertaking is given</u>	<u>Percentage of Pod Point's issued share capital</u>
Legal & General Assurance Society Limited	7,670,177	4.9%
Legal & General Capital Investments Limited	14,246,544	9.1%
Total:	21,916,721	14.0%

The irrevocable undertakings given by the Legal & General Entities will cease to be binding on the earlier of the following occurrences:

- (a) if EDF announces its valid and binding election to implement the Acquisition by way of a Takeover Offer and the formal document containing the Takeover Offer is not published within 28 days (or such longer period as the Panel may agree) after the date of the announcement of such election unless, on or before that date (as extended, if applicable), EDF announces its election to implement the Acquisition by way of a Scheme or otherwise;

- (b) if the Scheme lapses or is withdrawn in accordance with its terms (or having announced its election to implement the Acquisition by way of a Takeover Offer, that Takeover Offer is subsequently withdrawn or lapses in accordance with its terms) and EDF publicly confirms that it does not intend to proceed with the Acquisition or to implement the Acquisition (by way of a Scheme or Takeover Offer or otherwise);
- (c) if EDF announces, with the consent of the Panel, that it does not intend to make or proceed with the Acquisition and no new, revised or replacement offer or scheme is announced in accordance with Rule 2.7 of the Takeover Code at the same time;
- (d) if any third party announces, in accordance with the Takeover Code, a firm intention to make an offer (whether made by way of a takeover offer or a scheme of arrangement) for the entire issued share capital of Pod Point on terms more favourable than the terms of the Acquisition (a “**Competing Offer**”);
- (e) if any Competing Offer is declared wholly unconditional or, if proceeding by way of a scheme of arrangement, becomes effective; or
- (f) if the Scheme has not become Effective by the Long Stop Date.

Schroder Investment Management Limited have also provided a non-binding letter of intent to vote (or procure votes) in favour of the Scheme at the Court Meeting and the Acquisition Resolution to be proposed at the General Meeting (or, in the event that the Acquisition is implemented by way of a Takeover Offer, to accept such Takeover Offer) in respect of, in aggregate, 6,157,321 Pod Point Shares, representing approximately 3.9 per cent. of the ordinary share capital of Pod Point in issue as at the Latest Practicable Date.

8. Material contracts

(a) EDF

Save for the offer-related arrangements described at paragraph 9 of this Part 6, no member of the EDF Group has, during the period commencing on 24 April 2023 (being the date that is two years before the commencement of the Offer Period) and ending on the Latest Practicable Date, entered into any material contract otherwise than in the ordinary course of business.

(b) Pod Point

Save as disclosed below and save for the offer-related arrangements described at paragraph 9 of this Part 6, no member of the Pod Point Group has, during the period commencing on 24 April 2023 (being the date that is two years before the commencement of the Offer Period) and ending on the Latest Practicable Date, entered into any material contract otherwise than in the ordinary course of business.

The following contract, not being a contract entered into in the ordinary course of business, and which is or may be material, has been entered into by Pod Point in the period beginning on 24 April 2023 (being two years prior to the commencement of the Offer Period) and ending on the Latest Practicable Date.

Facility Agreement

Overview

The Company entered into a credit facility agreement dated 15 November 2023 with EDF as lender, as amended on 23 January 2025 (the “**Facility Agreement**”). Under the Facility Agreement, EDF makes available to the Company total commitments equal to £30,000,000. The Facility Agreement is due to terminate on 1 November 2028.

The Company must apply all amounts borrowed by it under the Facility Agreement towards the general corporate purposes of the Pod Point Group.

Repayment

Upon the Company ceasing to be a subsidiary (within the meaning of section 1159 of the Companies Act), the facility may be cancelled by EDF and all outstanding amounts, together with accrued interest, shall become immediately due and payable.

Representations and Warranties, Undertakings and Events of Default

The Facility Agreement contains customary representations and warranties given by Pod Point. Pod Point also gives customary undertakings, including in respect of the provision of information to EDF. The Facility Agreement provides for customary events of default.

Governing law and dispute resolution

The Facility Agreement is governed by English law. The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with the Facility Agreement.

9. Offer-related arrangements

Co-operation Agreement between EDF and Pod Point

EDF and Pod Point have entered into a co-operation agreement dated on 12 June 2025, pursuant to which, among other things, EDF has agreed to certain undertakings to co-operate and provide Pod Point with certain information for the purposes of the Scheme Document and to otherwise assist with the preparation of the Scheme Document.

The Co-operation Agreement records EDF's and Pod Point's intention to implement the Acquisition by way of the Scheme, subject to the ability of EDF to proceed by way of a Takeover Offer.

EDF has the right to terminate the Co-operation Agreement in certain customary circumstances including but not limited to:

- if agreed in writing between EDF and Pod Point;
- upon written notice served by EDF to Pod Point if, (i) a third party announces a firm intention to make an offer or revised offer (whether or not subject to the satisfaction or waiver of any pre-conditions) for Pod Point, which is recommended, in whole or in part, by the Pod Point Independent Directors and/or (ii) the Pod Point Independent Directors recommendation in respect of the Acquisition changes in a manner that is adverse in the context of the Acquisition;
- upon written notice served by either EDF or Pod Point to the other if, a third party offer for Pod Point completes, becomes effective or is declared or becomes unconditional;
- upon written notice by EDF to Pod Point prior to the Long Stop Date that any Condition has been invoked by EDF (where the invocation of the relevant Condition is permitted by the Panel);
- upon written notice by either EDF or Pod Point to the other (where the Acquisition is being implemented by a Scheme), if the Scheme is not approved by the requisite majority of the holders of Scheme Shares at the Court Meeting and/or requisite majority of the Pod Point Shareholders do not pass the resolutions at the Pod Point General Meeting necessary to approve, implement and effect the Scheme, or the Court refuses to sanction the Scheme (other than where (i) EDF has exercised its right to switch to a Takeover Offer or, (ii) within five Business Days, a firm intention announcement (under Rule 2.7 of the Code) made by EDF or any person acting in concert with EDF to implement the Acquisition by a different offer, scheme or other structure on substantially the same or improved terms is released; or
- upon service of written notice by either EDF or Pod Point to the other, if the Acquisition (whether implemented by way of the Scheme or the Takeover Offer) is withdrawn, terminated or lapses in accordance with its terms and, where required, with the consent of the Panel, unless such withdrawal, termination or lapse: (i) is as a result of a switch to a Takeover Offer; or (ii) is to be followed, within five Business Days, by a firm intention announcement (under Rule 2.7 of the Code) made by EDF or any person acting in concert with EDF to implement the Acquisition by a different offer, scheme or other structure on substantially the same or improved terms.

Pursuant to the terms of the Co-operation Agreement and the requirements of paragraph 3(g)(i) of Appendix 7 to the Takeover Code, EDF undertakes that it will deliver a notice in writing to Pod Point and the Panel on the Business Day prior to the Court Hearing confirming either: (i) the satisfaction or waiver of the Conditions (other than the Conditions set out in paragraph 2(C) of Part 3 of this document); or (ii) to the extent permitted by the Panel, that it intends to invoke or treat as unsatisfied or incapable of satisfaction one or more Conditions.

The Co-operation Agreement also contains provisions that apply in respect of the Pod Point Share Plans and certain other employee incentive arrangements (and redundancy-related payments, although wherever appropriate, any headcount reductions will be realised through offering employees redeployment opportunities and/or voluntary redundancies and/or through natural attrition).

10. Service contracts and letters of appointment of the Pod Point Directors

Pod Point CEO

The Pod Point CEO entered into a service agreement with Pod Point as summarised below.

The Pod Point CEO's appointment as Chief Executive Officer commenced on 1 May 2024, and she is engaged under a service agreement with the Company dated 16 February 2024. Her current annual base salary is £450,000 per annum. Her salary is reviewed by the Pod Point Remuneration Committee annually.

The Pod Point CEO is eligible to participate in an annual discretionary bonus scheme, with a maximum potential bonus opportunity of 125% of base salary. She is also eligible to participate in the LTIP, with a maximum opportunity of 200% of salary.

The Pod Point CEO is entitled to various additional benefits, including a car allowance of £20,000 per annum, a cash allowance towards private medical cover, payment for school fees of up to £60,000 per annum for two years from commencement of employment, and to employer pension contributions in line with the wider workforce (currently 4.5% of salary). The Pod Point CEO is entitled to reimbursement of reasonable expenses incurred by her in the performance of her duties, and was also entitled to a one-off relocation payment of £10,000.

The Pod Point CEO's service agreement is terminable on six months' notice by either the Pod Point CEO or the Company. The Company may also terminate the service agreement with immediate effect in certain specified summary dismissal circumstances, including in the event of the Pod Point CEO's gross misconduct. In addition, the Company may terminate the CEO's appointment with immediate effect and make a payment in lieu of notice (base salary only) for any unexpired notice period. Any such payment will be paid in equal monthly instalments, in which case the instalments will be reduced to the extent the Pod Point CEO secures alternative paid employment or engagement.

The Pod Point CEO is subject to post-termination restrictions for a period of up to 12 months after termination (less any period spent on garden leave). In summary, the CEO's covenants restrict her from: (i) soliciting Pod Point Group customers; (ii) employing, engaging or soliciting senior members of staff; (iii) competing with the business of the Pod Point Group; (iv) dealing with Pod Point Group customers; and (v) representing herself as connected to the Pod Point Group, other than as a former employee and shareholder.

The Pod Point CEO is the only executive director as Mike Killick, former Interim Chief Financial Officer of Pod Point, stepped down from the Board on 9 May 2025 due to ill-health.

Non-Executive Pod Point Directors

The Non-Executive Pod Point Directors have entered into letters of appointment as summarised below. The appointment of each Non-Executive Pod Point Director is subject to their continued satisfactory performance and re-election at annual general meetings of Pod Point.

Under the letters of appointment, the Independent Non-Executive Pod Point Directors are typically appointed for an initial three-year term, subject to re-election at annual general meetings of Pod Point. Rob Guyler was appointed pursuant to the relationship agreement between the Company and EDF and his appointment is expected to continue for so long as EDF is entitled to nominate him pursuant to that agreement.

Each Independent Non-Executive Pod Point Director's letter of appointment is terminable by either party on six months' written notice. The Non-Executive Pod Point Directors may also cease to hold office as a director in accordance with the Pod Point Articles. In the event that a Non-Executive Pod Point Director is not re-elected at an annual general meeting, their appointment will terminate immediately without compensation. Norma Dove-Edwin and Erika Schraner are not standing for re-election at the 2025 AGM scheduled for 30 June 2025 and accordingly will step down from the Board on that date.

Each Independent Non-Executive Pod Point Director is subject to restrictive covenants during their appointment and for twelve months following termination. In summary, these covenants prevent each Independent Non-Executive Pod Point Director from: (i) being engaged or interested in any business in which they have been involved as part of the appointment and which is similar to or competes with the business of the Pod Point Group; and (ii) soliciting any Pod Point Group staff at director level (or who are engaged in a managerial or technical capacity).

The Non-Executive Pod Point Directors are entitled to reimbursement of reasonable expenses incurred by them in the performance of their duties. The Pod Point Chair also receives a car allowance of £750 per month towards an electric car.

The Independent Non-Executive Pod Point Directors are entitled to fees in respect of their appointments, as outlined in the table below.

Non-Executive Pod Point Director	Additional responsibilities	Commencement of appointment	Current letter of appointment date	Fees (per annum)
Andy Palmer	Pod Point Chair; Nomination committee chair	9 November 2021	5 June 2024	£200,000
Karen Myers	Senior Independent Director; Remuneration committee chair	9 November 2021	11 May 2021	£79,000
Gareth Davis	—	9 November 2021	5 June 2024	£58,000
Margaret Amos	Audit & Risk committee chair; ESG committee chair	9 November 2021	2 June 2021	£75,000
Norma Dove-Edwin	Technology Committee chair	9 November 2021	6 May 2021	£58,000
Erika Schraner	—	9 November 2021	21 June 2021	£58,000
Rob Guyler	—	11 February 2020	22 October 2021	—

The Company also maintains directors' and officers' insurance for the benefit of each Pod Point Director. The Pod Point Directors are also granted a deed of indemnity against certain liabilities that may be incurred as a result of their offices, subject to section 234 of the Companies Act.

The Non-Executive Pod Point Directors are not permitted to participate in the Pod Point Share Plans, bonus or pension schemes.

Other service contracts

Save as disclosed above, there are no service contracts between any Pod Point Director or proposed Director of Pod Point and any member of the Pod Point Group and no such contract has been entered into or amended within the six months preceding the date of this document.

11. No significant change

Except as disclosed in this document, there has been no significant change in the financial or trading position of Pod Point since 31 December 2024 (the date to which the latest audited accounts of Pod Point were prepared).

12. Other information

- (a) Except as disclosed in this document, no agreement, arrangement or understanding (including any compensation arrangement) exists between EDF or any concert party of EDF and any of the directors, recent directors, shareholders or recent shareholders of Pod Point or any person interested or recently interested in shares of Pod Point having any connection with or dependence on the Acquisition.
- (b) Except as disclosed in this document, there is no agreement, arrangement or understanding by which any securities acquired in pursuance of the Acquisition will be transferred to any other person, but EDF reserves the right to transfer any such shares to any member of the EDF Group.
- (c) Panmure Liberum and Canaccord Genuity have each given and not withdrawn their written consent to the issue of this document with the inclusion of their advice and names in the form and context in which it and they appear.
- (d) Barclays has given and not withdrawn its written consent to the issue of this document with the inclusion of its advice in the form and context in which it appears.
- (e) Save with the consent of the Panel, settlement of the Consideration due to any Scheme Shareholder under the Scheme will be implemented in full in accordance with the terms of the Scheme without regard to any lien, right of set off, counterclaim or analogous right to which EDF may otherwise be, or claim to be, entitled against any Scheme Shareholder.

13. Fees and expenses

EDF fees and expenses

EDF estimates that the aggregate fees and expenses expected to be incurred by EDF in connection with the Acquisition will be approximately £3.100 million (excluding any applicable VAT and disbursements), comprising:

	<u>£ (excluding any applicable VAT and disbursements)</u>
(a) financial advice	2,000,000 ⁽¹⁾
(b) legal advice	1,000,000 ⁽²⁾
(c) other professional services	100,000

(1) The total amount payable in respect of the aggregate fees and expenses for these services depends on whether the Acquisition becomes Effective.

(2) Certain of these services are provided by reference to hourly rates. Amounts included here reflect the time incurred up to the Latest Practicable Date and an estimate of the further time required.

In addition, any stamp duty or SDRT payable on the Consideration in accordance with applicable law will be payable by EDF.

Pod Point fees and expenses

Pod Point estimates that the aggregate fees and expenses expected to be incurred by Pod Point in connection with the Acquisition will be £2.195 million (excluding any applicable VAT and disbursements), comprising:

	<u>£ (excluding any applicable VAT and disbursements)⁽¹⁾</u>
(a) financial and corporate broking advice	750,000 ⁽²⁾
(b) legal advice	1,200,000 ⁽²⁾⁽³⁾
(c) public relations advice	100,000
(d) other costs and expenses	145,000

(1) Certain of these services are provided on the basis of an estimated range of fees payable. The amounts included here reflect an estimate of the amount payable.

(2) The total amount payable in respect of the aggregate fees and expenses for these services depends on whether the Acquisition becomes Effective.

(3) These services are provided by reference to hourly rates. Amounts included here reflect the time incurred up to the Latest Practicable Date and an estimate of the further time required until the Effective Date. Amounts do not include disbursements.

14. Incorporation by reference and request for hard copies

- (a) Parts of other documents are incorporated by reference in, and form part of, this document.
- (b) Part A, Part C and Part F of Part 5 (*Financial Information*) of this document sets out which sections of such documents are incorporated into this document.
- (c) A person who has received this document may request a copy of such documents incorporated by reference. A copy of any such documents or information incorporated by reference will not be sent to such persons unless requested from Equiniti at Equiniti Limited, Aspect House, Spencer Road, Lancing, West Sussex BN99 6DA, United Kingdom, or by calling the Shareholder Helpline between 8.30 a.m. and 5.30 p.m. (London time) Monday to Friday (except public holidays in England and Wales) which can be accessed by calling Equiniti on +44 (0) 371 384 2050. Please note that calls may be monitored or recorded and the Shareholder Helpline cannot provide financial, legal or tax advice or advice on the merits of the Acquisition. If requested, copies will be provided, free of charge, within two Business Days of the request.

15. Documents

Copies of the following documents are available, subject to any restrictions relating to persons resident in certain jurisdictions, at www.investors.pod-point.com/firm-offer and www.edfenergy.com/business-update-edf respectively until the Effective Date or the date the Scheme lapses or is withdrawn, whichever is earlier:

- (a) this document and the Forms of Proxy;
- (b) the announcement of publication of this document, released on the date hereof;
- (c) the EDF Articles;
- (d) the Pod Point Articles;
- (e) a draft of the amended Pod Point Articles to be approved at the General Meeting pursuant to the Acquisition Resolution;
- (f) the financial information about Pod Point set out in Part A of Part 5 (*Financial Information*) of this document;
- (g) the financial information about EDF set out in Part C of Part 5 (*Financial Information*) of this document;
- (h) the irrevocable undertakings and letter of intent to vote in favour of the Acquisition referred to in paragraph 7 of this Part 6;
- (i) the offer-related arrangements referred to in paragraph 9 of this Part 6; and
- (j) the written consents referred to in paragraphs 12(c) and 12(d) of this Part 6.

PART 7
SOURCE OF INFORMATION AND BASES OF CALCULATION

Unless otherwise stated or the context otherwise requires, in this document the following bases and sources have been used:

1. Pod Point's fully diluted equity value has been calculated on the basis of a fully diluted issued ordinary share capital of 162,672,489 Pod Point Shares, calculated as:
 - 156,900,118 Pod Point Shares in issue as at the Latest Practicable Date; *plus*
 - 6,357,374 Pod Point Shares which may be issued on or after the Latest Practicable Date to satisfy the exercise of options and vesting of awards outstanding under the Pod Point Share Plans as at the Latest Practicable Date; *less*
 - 585,003 Pod Point Shares as at the Latest Practicable Date held by the Pod Point EBT which can be used to satisfy the exercise of options and vesting of awards granted under the Pod Point Share Plans unless otherwise stated.
2. References to proportions of Pod Point's share capital in this document are with respect to the issued ordinary share capital as at the close of business on the Latest Practicable Date.
3. The premium calculations to the price per Pod Point Share used in this document have been calculated based on the consideration of 6.5 pence per Pod Point Share, and by reference to the Closing Price on 23 April 2025 (being the last Business Day before the commencement of the Offer Period) of 5.24 pence per Pod Point Share.
4. A value of approximately £10.6 million for the entire issued and to be issued share capital of Pod Point is based on:
 - the consideration of 6.5 pence per Pod Point Share; and
 - Pod Point's fully diluted issued ordinary share capital of 162,672,489 Pod Point Shares, as set out in paragraph 1 of this Part 7.
5. Unless otherwise stated, the Closing Price of Pod Point Shares have been sourced from Bloomberg and refer to trading on the London Stock Exchange only.
6. Unless otherwise stated, the financial information relating to Pod Point is extracted from the annual report and accounts of Pod Point for the relevant years, and the audited consolidated financial statements contained therein have been prepared in compliance with United Kingdom accounting standards, including Financial Reporting Standard 102 (FRS 102) and the Companies Act 2006.
7. Unless otherwise stated, the financial information relating to EDF is extracted from the annual report and accounts of EDF for the relevant years, and the audited consolidated financial statements contained therein have been prepared in compliance with United Kingdom accounting standards, including Financial Reporting Standard 102 (FRS 102) and the Companies Act 2006.
8. Certain figures included in this document have been subject to rounding adjustments.

PART 8 DEFINITIONS

The following definitions apply throughout this document, other than in the Scheme set out in Part 4 (*The Scheme of Arrangement*) of this document unless the context requires otherwise:

“ Acquisition ”	the proposed acquisition by EDF of the entire issued and to be issued ordinary share capital of Pod Point not already held by EDF, to be implemented by means of the Scheme or, should EDF so elect (with the consent of the Panel and subject to the terms of the Co-operation Agreement) by way of the Takeover Offer, and, where the context admits, any subsequent revision, variation, extension or renewal thereof
“ Acquisition Resolution ”	the special resolution to be put to the Pod Point Shareholders in relation to the authorisation of the Pod Point Directors to take all such actions as they may consider necessary or appropriate to give effect to the Scheme and the amendment of the Pod Point Articles, being the resolution in the Notice of General Meeting in Part 10 (<i>Notice of General Meeting</i>) of this document
“ Announcement ”	the announcement of a firm intention to make an offer for the entire issued and to be issued share capital of Pod Point not already held by EDF pursuant to Rule 2.7 of the Takeover Code made by Pod Point and EDF on 12 June 2025
“ Authorisations ”	regulatory authorisations, orders, determinations, recognitions, grants, consents, clearances, confirmations, certificates, licences, permissions, exemptions or approvals
“ Awards ”	means share awards, conditional share awards, options, phantom options, and/or phantom conditional awards granted under the Pod Point Share Plans
“ Barclays ” or “ Barclays Bank PLC ”	Barclays Bank PLC, acting through its Investment Bank
“ Business Day ”	a day (other than a Saturday, Sunday, public or bank holiday) on which banks are generally open for business in London, United Kingdom
“ Canaccord Genuity ”	Canaccord Genuity Limited
“ certificated ” or “ in certificated form ”	a share or other security which is not in uncertificated form (that is, not in CREST)
“ CGT ”	means capital gains tax
“ Closing Price ”	the closing middle market price of a Pod Point Share on a particular trading day, as derived from Bloomberg
“ Combined Group ”	the EDF Group, including the Pod Point Group, following the Acquisition becoming Effective
“ Companies Act ”	the Companies Act 2006, as amended from time to time
“ Company ” or “ Pod Point ”	Pod Point Group Holdings plc, a public limited company incorporated in England and Wales with registered number 12431376 and whose registered office is at 222 Gray’s Inn Road, London, England, WC1X 8HB
“ Conditions ”	the conditions to the implementation of the Acquisition as set out in Part A of Part 3 (<i>Conditions to and further terms of the Acquisition</i>) of this document and “ Condition ” means such one or more of them as the context may require

“Consideration”	6.5 pence in cash for each Pod Point Share
“Co-operation Agreement”	the co-operation agreement entered into between EDF and Pod Point dated 12 June 2025, a summary of which is set out in paragraph 9 of Part 6 (<i>Additional Information</i>) of this document
“Court”	the High Court of Justice of England and Wales
“Court Hearing”	the hearing of the Court to sanction the Scheme under Part 26 of the Companies Act
“Court Meeting”	the meeting of the Scheme Shareholders convened by order of the Court pursuant to Part 26 of the Companies Act to consider and, if thought fit, approve the Scheme (with or without modification), including any adjournment thereof
“Court Order”	the order of the Court sanctioning the Scheme under Part 26 of the Companies Act
“Court Sanction Date”	the date on which the Court sanctions the Scheme
“CREST”	the relevant system (as defined in the Regulations) to facilitate the transfer of title to securities in uncertificated form in respect of which Euroclear is the Operator (as defined in the Regulations)
“CREST Manual”	the CREST Manual published by Euroclear, as amended from time to time
“CREST Proxy Instructions”	a properly authenticated CREST message appointing and instructing a proxy to attend and vote in place of a Pod Point Shareholder at the Court Meeting and/or the General Meeting and containing the information required to be contained in the CREST Manual
“DBSP”	the Pod Point Deferred Bonus Share Plan 2021, as amended from time to time
“Dealing Disclosure”	has the meaning given to it in Rule 8 of the Takeover Code
“Disclosed”	<ul style="list-style-type: none"> (a) disclosed by, or on behalf of, Pod Point in Pod Point’s annual report and financial statements for the year ended 31 December 2024; (b) fairly disclosed prior to 12 June 2025 (being the date of the Announcement) by, or on behalf of, Pod Point to EDF (or its respective officers, employees, agents or advisers in their capacity as such), including (without limitation) via the virtual data room operated on behalf of Pod Point in respect of the Acquisition or via email; (c) as otherwise publicly announced by Pod Point prior to 12 June 2025 (being the date of the Announcement) (by delivery of an announcement to a Regulatory Information Service); or (d) disclosed in the Announcement
“EDF”	EDF Energy Customers Limited, a private limited company incorporated under the laws of England and Wales with registered number 02228297
“EDF Articles”	the articles of association of EDF in force from time to time

“EDF Board” or “EDF Directors”	the board of directors of EDF as at the date of this document as set out in paragraph 2(b) of Part 6 (<i>Additional Information</i>) of this document or, where the context so requires, the board of directors of EDF from time to time
“EDF Group”	EDF and its subsidiary undertakings
“EDF S.A.”	EDF S.A., a <i>société anonyme</i> , incorporated under the laws of France, with registered number 552 081 317
“EDF S.A. Group”	EDF S.A. and its subsidiary undertakings
“Effective”	in the context of the Acquisition, either: (i) if the Acquisition is implemented by way of the Scheme, the Scheme having become effective pursuant to its terms; or (ii) if the Acquisition is implemented by way of a Takeover Offer, the Takeover Offer having been declared or having become unconditional in accordance with the requirements of the Takeover Code
“Effective Date”	the date on which the Acquisition becomes Effective in accordance with its terms
“Equiniti”	Equiniti Limited, the Company’s registrar
“EU”	the European Union
“Euroclear”	Euroclear UK & International Limited
“EV”	electric vehicle
“Excluded Shares”	any Pod Point Shares which are: (a) registered in the name of, or beneficially owned by, any member of the EDF Group (or any person as nominee for any such member of the EDF Group); or (b) held by Pod Point in treasury, in each case, as at the Scheme Record Time
“Explanatory Statement”	the explanatory statement (in compliance with Part 26 of the Companies Act) relating to the Scheme, as set out in Part 2 (<i>Explanatory Statement</i>) of this document
“FCA”	the Financial Conduct Authority of the United Kingdom acting in its capacity as the competent authority for the purposes of Part VI of FSMA, or its successor from time to time
“FCA Handbook”	means the FCA’s Handbook of rules and guidance as amended from time to time
“Forms of Proxy”	the BLUE form of proxy for use by Pod Point Shareholders in respect of the Court Meeting and the WHITE form of proxy for use by Pod Point Shareholders in respect of the General Meeting and a “ Form of Proxy ” means either of them as the context requires
“FSMA”	the Financial Services and Markets Act 2000, as amended from time to time
“General Meeting”	the general meeting of Pod Point Shareholders convened for the purposes of considering and, if thought fit, approving the Acquisition Resolution (with or without amendment), including any adjournment thereof

“group undertaking”	has the meaning given to it in section 1161 of the Companies Act
“Independent Pod Point Directors”	the Pod Point Directors who are independent of EDF in respect of the Acquisition, being any Pod Point Director other than Rob Guyler and any other person from time to time appointed by the Pod Point Board as a representative of EDF
“Independent Non-Executive Pod Point Directors”	the Non-Executive Pod Point Directors, other than Rob Guyler and any other person from time to time appointed by the Pod Point Board as a representative of EDF
“IPO Performance Options”	options granted under the IPO Share Plan, the vesting of which is subject to the satisfaction of performance conditions
“IPO Restricted Options”	options granted under the IPO Share Plan, the vesting of which is not subject to the satisfaction of performance conditions
“IPO Share Plan”	the Pod Point IPO Share Plan, as amended from time to time
“Latest Practicable Date”	close of business on 23 June 2025
“Legal & General Entities”	Legal & General Assurance Society Limited and Legal & General Capital Investments Limited
“Listing Rules”	the UK listing rules, made by the FCA under Part 6 of FSMA and contained in the FCA Handbook, as amended from time to time or (as applicable) any set of rules and regulations replacing the same from time to time
“London Stock Exchange”	London Stock Exchange plc
“Long Stop Date”	11.59 p.m. on 30 September 2025, or such later date, if any (a) as EDF and Pod Point may agree, or (b) (in a competitive situation) as may be specified by EDF with the consent of the Panel, and in each case that (if so required) the Court may allow
“LTIP”	the Pod Point Long Term Incentive Plan, as amended from time to time
“Non-Employee IPO Performance Awards”	phantom conditional awards granted under the Non-Employee IPO Share Plan, the vesting of which is subject to the satisfaction of performance conditions
“Non-Employee IPO Restricted Awards”	phantom conditional awards granted under the Non-Employee IPO Share Plan, the vesting of which is not subject to the satisfaction of performance conditions
“Non-Employee IPO Share Plan”	the cash-based plan pursuant to which awards are granted to non-employees engaged by the Pod Point Group which mimic the terms and structure of the IPO Share Plan
“Non-Employee LTIP”	the cash-based plan pursuant to which phantom awards are granted to certain non-employees engaged by the Pod Point Group which mimic the terms and structure of the LTIP
“Non-Executive Pod Point Directors”	the Pod Point Directors, other than Melanie Lane and any other person from time to time appointed by the Pod Point Board as an executive director
“Notice of Court Meeting”	the notice of the Court Meeting, as set out in Part 9 (<i>Notice of Court Meeting</i>) of this document
“Notice of General Meeting”	the notice of the General Meeting, as set out in Part 10 (<i>Notice of General Meeting</i>) of this document
“OEMs”	original equipment manufacturers

“Offer Period”	the offer period (as defined in the Takeover Code) relating to Pod Point which commenced on 24 April 2025
“Official List”	the official list maintained by the FCA pursuant to Part 6 of FSMA
“Opening Position Disclosure”	has the meaning given to it in Rule 8 of the Takeover Code
“Overseas Shareholders”	holders of Pod Point Shares who are resident in, ordinarily resident in, or citizens of, jurisdictions outside the United Kingdom
“Panel”	the Panel on Takeovers and Mergers in the United Kingdom or its successor from time to time
“Panmure Liberum”	Panmure Liberum Limited
“Pod Point Articles”	the articles of association of Pod Point in force from time to time
“Pod Point Board” or “Pod Point Directors”	the board of directors of Pod Point as at the date of this document as set out in paragraph 2(a) of Part 6 (<i>Additional Information</i>) of this document or, where the context so requires, the board of directors of Pod Point from time to time
“Pod Point Chair”	means the chair of the Pod Point Board from time to time (as of the date of this document, Andy Palmer)
“Pod Point CEO”	the Chief Executive Officer of Pod Point from time to time (as of the date of this document, Melanie Lane)
“Pod Point Directors’ Remuneration Policy”	the directors’ remuneration policy approved by Pod Point’s Shareholders from time to time
“Pod Point EBT”	the Pod Point Employee Benefit Trust
“Pod Point Group”	Pod Point and its subsidiary undertakings and where the context permits, each of them
“Pod Point Remuneration Committee”	the remuneration committee of the Pod Point Board from time to time
“Pod Point Share Plans”	each of the LTIP, Non-Employee LTIP, DBSP, IPO Share Plan, Non-Employee IPO Share Plan and SIP
“Pod Point Shareholders”	the holders of Pod Point Shares
“Pod Point Shares”	the existing unconditionally allotted or issued and fully paid ordinary shares of £0.001 each in the capital of Pod Point and any further such ordinary shares which are unconditionally allotted or issued
“pounds sterling”, “pence” and “£”	the lawful currency of the United Kingdom
“Registrar of Companies”	the Registrar of Companies in England and Wales
“Regulations”	the Uncertificated Securities Regulations 2001 (SI 2001 No. 3755), as amended from time to time
“Regulatory Information Service”	a regulatory information service as defined in the FCA Handbook
“Restricted Jurisdiction”	any (i) jurisdiction where local laws or regulations may result in a significant risk of civil, regulatory or criminal exposure if information concerning, or Consideration payable under, the Acquisition (including this document) is sent or made available to Pod Point Shareholders in that jurisdiction, or (ii) sanctioned jurisdictions from time to time

“Scheme”	the scheme of arrangement proposed to be made under Part 26 of the Companies Act to effect the Acquisition between Pod Point and the Scheme Shareholders, as set out in Part 4 (<i>The Scheme of Arrangement</i>) of this document, with or subject to any modification, addition or condition approved or imposed by the Court and agreed to by Pod Point and EDF
“Scheme Document”	this document
“Scheme Record Time”	6.00 p.m. on the Effective Date or such other date and/or time as EDF and Pod Point may agree
“Scheme Shareholders”	a registered holder of Scheme Shares
“Scheme Shares”	all Pod Point Shares which remain in issue at the Scheme Record Time and are: <ul style="list-style-type: none"> (i) in issue at the date of this document; (ii) (if any) issued after the date of this document but before the Voting Record Time; and (iii) (if any) issued at or after the Voting Record Time but on or before the Scheme Record Time in respect of which the original or any subsequent holder thereof is, or shall have agreed in writing to be, bound by the Scheme, in each case other than any Excluded Shares
“SDRT”	United Kingdom stamp duty reserve tax
“Shareholder Meetings”	the Court Meeting and the General Meeting and “Shareholder Meeting” means either of them as the context requires
“SIP”	the Pod Point Share Incentive Plan, as amended from time to time
“subsidiary”, “subsidiary undertaking” and “undertaking”	shall be construed in accordance with the Companies Act
“Takeover Code”	the City Code on Takeovers and Mergers, as amended from time to time
“Takeover Offer”	subject to the consent of the Panel and the terms of the Co-operation Agreement, should EDF elect to implement the Acquisition by way of a takeover offer (as defined in section 974 of the Companies Act), the offer to be made by or on behalf of EDF to acquire all of the Pod Point Shares (other than the Excluded Shares) and, where the context admits, any subsequent revision, variation, extension or renewal of such offer
“Third Party”	each of a central bank, state, government or governmental, quasi-governmental, supranational, statutory, regulatory, environmental, administrative, professional, fiscal or investigative body, court, trade agency, association, institution, body, employee representative body, any entity owned or controlled by any government or state, or any other body or person whatsoever in any jurisdiction
“uncertificated” or “in uncertificated form”	a share or other security title to which is recorded in the relevant register of the share or security as being held in uncertificated form, in CREST, and title to which, by virtue of the Regulations, may be transferred by means of CREST
“United Kingdom” or “UK”	the United Kingdom of Great Britain and Northern Ireland

“United States” or “US” or “USA”	the United States of America, its territories and possessions, any state of the United States of America, the District of Columbia and all other areas subject to its jurisdiction and any political subdivision thereof
“US Exchange Act”	the United States Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder
“Voting Record Time”	6.30 p.m. on 16 July 2025 or, if the relevant Shareholder Meeting is adjourned, 6.30 p.m. on the day which is two Business Days before the date of such adjourned Shareholder Meeting
“Wider EDF Group”	EDF S.A. and its subsidiary undertakings (excluding any member of the Wider Pod Point Group) and any other body corporate, partnership, joint venture or person in which EDF and such undertakings (aggregating their interests) have an interest of more than 30 per cent. of the voting or equity capital or the equivalent (excluding any member of the Wider Pod Point Group)
“Wider Pod Point Group”	Pod Point and its subsidiary undertakings and any other body corporate, partnership, joint venture or person in which Pod Point and such undertakings (aggregating their interests) have an interest of more than 30 per cent. of the voting or equity capital or the equivalent

Any reference to any provision of any legislation shall include any amendment, modification, re-enactment or extension thereof.

All references in this document to times are to times in London, UK (unless otherwise stated).

A reference to “includes” shall mean “includes without limitation”, and references to “including” and any similar term shall be construed accordingly.

All references to statutory provision or law or to any order or regulation shall be construed as a reference to that provision, law, order or regulation as extended, modified, replaced or re-enacted from time to time and all statutory instruments, regulations and orders from time to time made thereunder or deriving validity therefrom.

PART 9
NOTICE OF COURT MEETING
POD POINT GROUP HOLDINGS PLC

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES
COMPANIES COURT (ChD)

CR-2025-003352

Insolvency and Companies Court Judge Burton

IN THE MATTER OF POD POINT GROUP HOLDINGS PLC

AND

IN THE MATTER OF THE COMPANIES ACT 2006

NOTICE IS HEREBY GIVEN that, by an order dated 23 June 2025 made in the above matters, the Court has given permission for Pod Point Group Holdings plc (the “**Company**” or “**Pod Point**”) to convene a meeting (the “**Court Meeting**”) of the holders of Scheme Shares as at the Voting Record Time (as each such term is defined in the Scheme of Arrangement hereinafter mentioned) for the purpose of considering and, if thought fit, approving (with or without modification) a scheme of arrangement (the “**Scheme of Arrangement**”) proposed to be made pursuant to Part 26 of the Companies Act 2006 between (i) Pod Point and (ii) the holders of Scheme Shares (as defined in the Scheme of Arrangement) and that the Court Meeting will be held at 10.30 a.m. on 18 July 2025 at the offices of Freshfields LLP, 100 Bishopsgate, London, EC2P 2SR at which place and time all holders of Scheme Shares are requested to attend.

Voting on the resolution will be by poll which may be conducted as the Chair of the Court Meeting shall determine. For the Court Meeting (or any adjournment thereof) to be properly convened a quorum of two persons entitled to vote on the business to be transacted, each being a Scheme Shareholder, the proxy of a Scheme Shareholder or (where the Scheme Shareholder is a corporation) a duly authorised representative, must be present.

A copy of the said Scheme of Arrangement and a copy of the explanatory statement required to be furnished pursuant to Part 26 of the Companies Act 2006 are incorporated in the document of which this notice forms part.

Unless the context requires otherwise, any capitalised term used but not defined in this notice shall have the meaning given to such term in the document of which this notice forms part.

Right to Appoint a Proxy; Procedure for Appointment

Scheme Shareholders may vote in person at the Court Meeting or they may appoint another person, whether or not a member of Pod Point, as their proxy to attend and vote in their stead. A proxy need not be a member of the Company. A holder of Scheme Shares may appoint more than one proxy in relation to the Court Meeting provided that each proxy is appointed to exercise the rights attached to different Scheme Shares held by that holder.

Pod Point Shareholders will find a BLUE Form of Proxy for use at the Court Meeting enclosed with this notice or sent in a separate mailing to those Pod Point Shareholders who have elected or are deemed to have elected to receive documents and notices from Pod Point electronically.

Pod Point Shareholders may submit their Form of Proxy by mailing it to Equiniti, Equiniti Limited, Aspect House, Spencer Road, Lancing, West Sussex BN99 6DA, United Kingdom. Alternatively, Pod Point Shareholders may submit their proxy electronically at Equiniti’s website, www.shareview.co.uk. Pod Point Shareholders will need to create an online portfolio using the Shareholder Reference Number as printed on the Form of Proxy, and to agree to certain terms and conditions. Alternatively, Pod Point Shareholders who have already registered with Equiniti Registrars’ online portfolio service, Shareview, can appoint their proxy electronically by logging on to their portfolio by using their usual user ID and password. Once logged in, simply click ‘view’ on the ‘My Investments’ page, click on the link to vote and then follow the onscreen instructions. Full details and instructions on these electronic proxy facilities are given on the website.

It is requested that the BLUE Form of Proxy be returned in accordance with the instructions provided thereon as soon as possible, and in any event so as to be received not later than 10.30 a.m. on 16 July 2025 or, in the case of an adjournment, no later than 48 hours (excluding non-working days) before the time fixed for the

adjourned Court Meeting. In each case, if the BLUE Form of Proxy is not so returned, it may be handed to a representative of Equiniti on behalf of the Chair of the Court Meeting or to the Chair of the Court Meeting at or before the commencement of the Court Meeting.

Members who hold their shares in uncertificated form through CREST who wish to appoint a proxy or proxies through the CREST electronic proxy appointment service may do so by using the procedures described in the CREST Manual available at www.euroclear.com.

In order for a proxy appointment or instruction made using CREST to be valid, the appropriate CREST message must be properly authenticated in accordance with Euroclear's specifications, and must contain the information required for such instruction, as described in the CREST Manual. The message, regardless of whether it constitutes the appointment of a proxy or is an amendment to the instruction given to a previously appointed proxy, must, in order to be valid, be transmitted so as to be received by the issuer's agent (ID RA19) by no later than 10.30 a.m. on 16 July 2025 or, in the case of an adjournment, no later than 48 hours (excluding non-working days) before the time fixed for the adjourned Court Meeting. For this purpose, the time of receipt will be taken to be the time (as determined by the time stamp applied to the message by the CREST Applications Host) from which the issuer's agent is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST.

If you are an institutional investor you may be able to appoint a proxy electronically via the Proxymity platform, a process which has been agreed by the Company and approved by the Registrar. For further information regarding Proxymity, please go to www.proxymity.io. Your proxy must be lodged by no later than 10.30 a.m. on 16 July 2025 or, in the case of an adjournment, no later than 48 hours (excluding non-working days) before the time fixed for the adjourned Court Meeting. Before you can appoint a proxy via this process you will need to have agreed to Proxymity's associated terms and conditions. It is important that you read these carefully as you will be bound by them and they will govern the electronic appointment of your proxy.

Joint Holders

In the case of joint holders of Pod Point Shares, the vote of the senior who tenders a vote, whether in person or by proxy, will be accepted to the exclusion of the votes of the other joint holder(s) and for this purpose seniority will be determined by the order in which the names stand in the register of members of Pod Point in respect of the joint holding.

Voting record time

Only those Pod Point Shareholders registered in the register of members of Pod Point as at 6.30 p.m. (London time) on 16 July 2025 or, in the event that the Court Meeting is adjourned, 6.30 p.m. on the date two Business Days before the date set for the adjourned meeting shall be entitled to attend and vote in respect of the number of Pod Point Shares registered in their name at the relevant time. Changes to entries in the register of members after such time shall be disregarded in determining the rights of any person to attend or vote at the Court Meeting.

Corporate Representatives

As an alternative to appointing a proxy, any Scheme Shareholder which is a corporation may appoint one or more corporate representatives who may exercise on its behalf all its powers, provided that if two or more corporate representatives purport to vote in respect of the same shares, if they purport to exercise the power in the same way as each other, the power is treated as exercised in that way, and in other cases the power is treated as not exercised.

By the said order, the Court has appointed Andrew Charles Palmer or, failing him, any other director of Pod Point to act as Chair of the Court Meeting and has directed the Chair to report the result of the Court Meeting to the Court.

The Scheme of Arrangement will be subject to the subsequent sanction of the Court.

DATED: 25 June 2025

Freshfields LLP
100 Bishopsgate
London EC2P 2SR

Solicitors for Pod Point

Nominated Persons

Any person to whom this Notice is sent who is a person nominated under Section 146 of the Companies Act 2006 to enjoy information rights (a “**Nominated Person**”) does not, in that capacity, have a right to appoint a proxy, such right only being exercisable by shareholders of the Company. However, Nominated Persons may, under agreement with the shareholder who nominated them, have a right to be appointed (or to have someone else appointed) as a proxy for the Court Meeting.

PART 10
NOTICE OF GENERAL MEETING

POD POINT GROUP HOLDINGS PLC

(incorporated and registered in England and Wales with registered number 12431376)

NOTICE IS HEREBY GIVEN that a general meeting of Pod Point Group Holdings plc (the “**Company**”) will be held at 10.45 a.m. on 18 July 2025 at the offices of Freshfields LLP, 100 Bishopsgate, London, EC2P 2SR (or as soon thereafter as the meeting of Scheme Shareholders of the Company convened with the permission of the Court for the same place and date shall have concluded or been adjourned) for the purpose of considering and, if thought fit, passing the following resolution which will be proposed as a special resolution of all Pod Point Shareholders.

Unless the context requires otherwise, any capitalised term used but not defined in this notice (including the notes hereto) shall have the meaning given to such term in the document of which this notice forms part.

SPECIAL RESOLUTION

THAT, for the purpose of giving effect to the scheme of arrangement dated 25 June 2025 between the Company and the holders of the Scheme Shares (as defined in the said scheme of arrangement), a copy of which has been produced to this meeting and for the purposes of identification signed by the Chair of this meeting, in its original form or subject to such modification, addition or condition agreed between the Company and EDF and approved or imposed by the Court (the “**Scheme**”):

- (a) the directors of the Company (or a duly authorised committee of the directors) be authorised to take all such action as they may consider necessary or appropriate for carrying the Scheme into effect; and
- (b) with effect from the passing of this resolution, the articles of association of the Company be and are amended by the adoption and inclusion of the following new Article 220 after Article 219:

“220. SCHEME OF ARRANGEMENT

220(a) In this Article 220, references to the “Scheme” are to the scheme of arrangement dated 25 June 2025 between the Company and the holders of Scheme Shares (as defined in the Scheme) under Part 26 of the Companies Act 2006 in its original form or with or subject to any modification, addition or condition agreed by the Company and EDF Energy Customers Limited (“**EDF**”, which expression includes any other name which EDF may adopt from time to time) and which the Court (as defined in the Scheme) may approve or impose and (save as defined in this Article 220) terms defined in the Scheme or, if not so defined in the Scheme, defined in the circular dated 25 June 2025 containing the explanatory statement required pursuant to section 897 of the Companies Act 2006 and circulated with the Scheme, shall have the same meanings where used in this Article 220.

220(b) Notwithstanding any other provision(s) of these Articles or the terms of any resolution, whether ordinary or special, passed by the Company in general meeting, if the Company issues any shares (other than to EDF or its nominee(s)) on or after the Voting Record Time and on or prior to the Scheme Record Time, such shares shall be issued, transferred or registered subject to the terms of the Scheme and the original or any subsequent holder or holders of such shares shall be bound by the Scheme accordingly.

220(c) Notwithstanding any other provision of these articles and provided the Scheme has become Effective, if any shares in the Company are issued or transferred pursuant to Article 220(d) below, to any person (other than under the Scheme or to EDF and/or its nominee(s)) after the Scheme Record Time (a “**New Member**”), such shares (the “**Disposal Shares**”) shall be issued or transferred on terms that they shall be immediately transferred (on the Effective Date or, if later, on the issue or transfer (but subject to Articles 220(d) and 220(e)) to EDF and/or its nominee(s) (as EDF may otherwise direct) (the “**Purchaser**”), who shall be obliged to acquire each Disposal Share in consideration of and conditional upon the payment by or on behalf of the EDF to the New Member of an amount in cash for each Disposal Share equal to the consideration to which a New Member would have been entitled had such Disposal Share been a Scheme Share (as applicable, after deduction of any tax and national insurance or social security contributions which an employer or any other company is required by law to withhold or account for in respect of either that consideration or the issue or transfer of such shares (the “**Relevant Deductions**”)).

220(d) Any person who is beneficially entitled to shares issued or transferred to a New Member (other than, for the avoidance of doubt, a person who becomes beneficially entitled to shares by virtue of a transfer pursuant to this Article 220(d) may, prior to the issue or transfer of any Disposal Shares to the New Member pursuant to the satisfaction of an award under one of the Company's employee share plans, give not less than two Business Days' written notice to the Company in such manner as the board shall prescribe of his or her intention to transfer some or all of such Disposal Shares to his or her spouse or civil partner and may, if such notice has been validly given, on or before such Disposal Shares being issued or transferred to him or her, immediately transfer to his or her spouse or civil partner any such Disposal Shares, provided that such Disposal Shares will then be immediately transferred to the Purchaser pursuant to Article 220(c). If notice has been validly given pursuant to this Article 220(d) but the New Member does not immediately transfer to his or her spouse or civil partner the Disposal Shares in respect of which notice was given, the Disposal Shares in respect of which notice was given will be transferred to the Purchaser pursuant to Article 220(c). If notice is not given pursuant to this Article 220(d), the Disposal Shares will be immediately transferred to the Purchaser pursuant to Article 220(c).

220(e) On any reorganisation of, or material alteration to, the share capital of the Company (including, without limitation, any subdivision and/or consolidation) carried out after the Effective Date, the value of the consideration per Disposal Share to be paid under Article 220(c) shall be adjusted by the Company in such manner as the auditors of the Company or an independent investment bank selected by the Company may determine to be appropriate to reflect such reorganisation or alteration. References in this Article 220 to shares in the Company shall, following such adjustment, be construed accordingly.

220(f) To give effect to any transfer of Disposal Shares required pursuant to Article 220(c) and/or 220(d), the Company may appoint any person as attorney and/or agent for the New Member to transfer the Disposal Share(s) to the Purchaser and to do all such other things and execute and deliver all such documents and deeds as may, in the opinion of such attorney and/or agent, be necessary or desirable to vest the Disposal Shares in the Purchaser and, pending such vesting, to exercise all such rights attaching to the Disposal Shares as the Purchaser may direct. If an attorney or agent is so appointed, the New Member shall not thereafter (except to the extent that such attorney or agent fails to act in accordance with the directions of the Purchaser) be entitled to exercise any rights attaching to the Disposal Shares unless so agreed in writing by the Purchaser. The attorney or agent shall be empowered to execute and deliver as transferor a form of transfer or other instrument or instruction of transfer on behalf of the New Member (or any subsequent holder) in favour of the Purchaser and the Company may give good receipt for the consideration for the Disposal Shares and may register the Purchaser as holder thereof and issue to it certificate(s) for the same. The Company shall not be obliged to issue a certificate to the New Member for any Disposal Shares. The Purchaser shall settle the consideration due to the New Member pursuant to Article 220(c) by sending a cheque drawn on the branch of a clearing bank in the United Kingdom or an electronic payment (or procuring that such a cheque or electronic payment is sent) in favour of the New Member (or any subsequent holder), for the consideration payable in respect of the Disposal Shares as soon as practicable and in any event within 14 calendar days after the date on which such shares are issued or transferred to the New Member. Where the payment of any consideration for Disposal Shares to a New Member requires Relevant Deductions to be made and the Company determines that such payment is to be made through payroll to the relevant New Member, such payment shall be effected reasonably promptly after the Effective Date but is not required to be effected within 14 calendar days of the Effective Date.

220(g) Notwithstanding any other provision of these Articles, neither the Company nor the directors shall register the transfer of any shares effected between the Scheme Record Time and the Effective Date other than to the Purchaser pursuant to the Scheme.

220(h) If the Scheme shall not have become Effective by the date referred to in (or otherwise set in accordance with) clause 6.2 of the Scheme, this Article 220 shall be of no effect."

Registered Office

222 Gray's Inn Road, London, England,
WC1X 8HB

By order of the Pod Point Board

Anita Guernari
Secretary

Dated: 25 June 2025

Notes for Pod Point Shareholders:

1. Only those Pod Point Shareholders entered in the relevant register of members of the Company at 6.30 p.m. (London time) on 16 July 2025 or, in the event that the meeting is adjourned, in the register of members of the Company at 6.30 p.m. on the date falling two Business Days before the adjourned meeting, shall be entitled to attend and vote at the meeting in respect of the number of Pod Point Shares registered in their name at that time. Changes to entries on the register of members after the relevant deadline shall be disregarded in determining the rights of any person to attend and vote at the meeting or any adjourned meeting.
2. In the case of joint holders of a share, the vote of the senior holder who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders and for this purpose seniority shall be determined by the order in which the names stand in the register of members of the Company.

Proxies

3. A Pod Point Shareholder entitled to attend and vote at the meeting is also entitled to appoint another person as their proxy to exercise all or any of their rights to attend and to speak and vote at the General Meeting. A proxy need not be a shareholder of the Company but must attend the meeting to represent you.
4. A WHITE Form of Proxy which may be used to make such appointment and give proxy instructions is enclosed with this notice, or will be sent separately to those Pod Point Shareholders who have elected, or are deemed to have elected, to receive documents and notices from the Company electronically. If you think you may not be able to attend the meeting in person, please complete and return the WHITE Form of Proxy. Please indicate how you wish your votes to be cast by inserting an "X" in the appropriate box. In the event that you wish to appoint a person other than the Chair of the meeting as your proxy, delete the reference to the Chair and insert the name and address of the person you wish to appoint in the space provided. Instructions for use are shown on the WHITE Form of Proxy. Completion and return of a Form of Proxy, an electronic proxy or any CREST Proxy Instruction (as described in Notes 11 to 13 below) will not preclude a shareholder from attending the meeting and voting there in person. If you submit more than one valid proxy appointment in respect of the same share(s), the appointment last received before the latest time for receipt of proxies will take precedence.
5. If a shareholder appoints the Chair of the meeting as their proxy and does not direct the Chair how to vote on a resolution, then when the Chair votes as proxy on a poll, the Chair's current intention is to vote in favour of the proposed resolution. The Chair will also have discretion as to how to vote on any other resolution which may properly come before the meeting (e.g. a request for an adjournment). The Chair's intention necessarily expresses his intention at the date this notice was printed and prior to circulation to shareholders and therefore, in exceptional circumstances, the Chair's intention may change subsequently.
6. A Pod Point Shareholder entitled to attend and vote at the meeting may appoint more than one proxy provided that each proxy is appointed to exercise the rights attaching to a different share or shares held by him/her. A proxy need not be a shareholder of the Company but must attend the meeting to represent you. Pod Point Shareholders who wish to appoint more than one proxy in respect of their shareholding should contact the Company's Registrars, Equiniti Limited, Aspect House, Spencer Road, Lancing, West Sussex BN99 6DA, United Kingdom on +44 (0) 371 384 2050. Lines open 8.30 a.m. to 5.30 p.m. (BST), Monday to Friday (excluding public holidays in England and Wales). For additional Forms of Proxy you may photocopy the Form of Proxy provided with this document indicating on each copy the name of the proxy you wish to appoint and the number of shares in the Company in respect of which the proxy is appointed. All Forms of Proxy should be returned together in the same envelope. A Pod Point Shareholder appointing more than one proxy should indicate the number of shares for which each proxy is authorised to act on his/her holding. Failure to specify the number of shares to which each Form of Proxy relates or specifying a number which, when taken together with the number of shares set out in the other proxy appointments, is in excess of the number of shares held by the member may result in the proxy appointment being invalid.
7. To appoint a proxy: either (a) the Form of Proxy, and any power of attorney or other authority under which it is executed (or a duly certified copy of any such power or authority), must be

deposited with Equiniti, Equiniti Limited, Aspect House, Spencer Road, Lancing, West Sussex BN99 6DA, United Kingdom; (b) the proxy appointment must be lodged using the CREST Proxy Voting Service in accordance with Notes 11 to 13 below; (c) if you are an institutional investor you may be able to appoint a proxy electronically via the Proxymity platform in accordance with Note 8 below; or (d) online proxies must be lodged in accordance with Note 10 below; in each case so as to be received no later than 48 hours before the time of the holding of the General Meeting (excluding non-working days) or any adjournment thereof. Please note that all Forms of Proxy and electronic proxy appointments must be received by 10.45 a.m. (UK time) on 16 July 2025 or, if the meeting is adjourned, 48 hours (excluding non-working days) before the time fixed for the adjourned meeting. The form must be executed.

8. If you are an institutional investor you may be able to appoint a proxy electronically via the Proxymity platform, a process which has been agreed by the Company and approved by the Registrar. For further information regarding Proxymity, please go to www.proxymity.io. Your proxy must be lodged by no later than 10.45 a.m. on Wednesday, 16 July 2025 or, in the case of an adjournment, no later than 48 hours (excluding non-working days) before the time fixed for the adjourned General Meeting. Before you can appoint a proxy via this process you will need to have agreed to Proxymity's associated terms and conditions. It is important that you read these carefully as you will be bound by them and they will govern the electronic appointment of your proxy.

Nominated persons and corporate representatives

9. The right to appoint a proxy does not apply to persons whose shares are held on their behalf by another person and who have been nominated to receive communications from the Company in accordance with section 146 of the Companies Act 2006 ("**nominated persons**"). Nominated persons may have a right under an agreement with the member who holds the shares on their behalf to be appointed (or to have someone else appointed) as a proxy. Alternatively, if nominated persons do not have such a right, or do not wish to exercise it, they may have a right under such an agreement to give instructions to the person holding the shares as to the exercise of voting rights.

Any corporation which is a member can appoint one or more corporate representatives who may exercise on its behalf all of its powers as a member, provided that, if two or more representatives purport to vote in respect of the same shares:

- a. if they purport to exercise the power in the same way as each other, the power is treated as exercised in that way; and
- b. in other cases, the power is treated as not exercised.

Online voting

10. The website address for online voting is www.shareview.co.uk. Pod Point Shareholders will need to create an online portfolio using the Shareholder Reference Number as printed on the Form of Proxy, and to agree to certain terms and conditions. Alternatively, Pod Point Shareholders who have already registered with Equiniti Registrars' online portfolio service, Shareview, can appoint their proxy electronically by logging on to their portfolio by using their usual user ID and password. Once logged in, simply click 'view' on the 'My Investments' page, click on the link to vote and then follow the onscreen instructions. Full details and instructions on these electronic proxy facilities are given on the website.

CREST

11. In order for a proxy appointment or instruction made by means of CREST to be valid, the appropriate CREST message (a "**CREST Proxy Instruction**") must be properly authenticated in accordance with Euroclear's specifications and must contain the information required for such instructions, as described in the CREST Manual. The message (regardless of whether it constitutes the appointment of a proxy or an amendment to the instruction given to a previously appointed proxy) must, in order to be valid, be transmitted so as to be received by the issuer's agent (ID RA19) by the latest time(s) for receipt of proxy appointments specified in Note 7 above. For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp applied to the

message by the CREST Applications Host) from which the issuer's agent is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. After this time any change of instructions to proxies appointed through CREST should be communicated to the appointee through other means.

12. CREST members (and, where applicable, their CREST sponsors or voting service providers) should note that Euroclear does not make available special procedures in CREST for any particular messages. Normal system timings and limitations will therefore apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member or sponsored member or has appointed a voting service provider, to procure that their CREST sponsor or voting service provider takes) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. In this connection, CREST members (and, where applicable, their CREST sponsors or voting service providers) are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.
13. The Company may treat as invalid a CREST Proxy Instruction in the circumstances set out in Regulation 35(5)(a) of the Uncertificated Securities Regulations 2001, as amended from time to time.
14. The "Vote Withheld" option is provided to enable you to abstain on the specified resolution. However, it should be noted that a "Vote Withheld" is not a vote in law and will not be counted in the calculation of the proportion of votes "For" and "Against" the specified resolution.

Poll voting

15. Voting on resolutions at this meeting will be conducted on a poll rather than a show of hands.

Participation in the meeting

16. The General Meeting will take place in-person at the offices of Freshfields LLP, 100 Bishopsgate, London, England, EC2P 2SR.

Questions

17. Any member attending the meeting has a right to ask questions and Pod Point Shareholders may submit questions relating to the business of the meeting in advance by email to investor.relations@pod-point.com.

The Company must cause to be answered any such question relating to the business being dealt with at the meeting but no such answer need be given if (a) to do so would interfere unduly with the preparation for the meeting or involve the disclosure of confidential information; (b) the answer has already been given on a website in the form of an answer to a question; or (c) it is undesirable in the interests of the Company or the good order of the meeting that the question be answered.

General notes:

18. As at 23 June 2025 (being the latest practicable date prior to the publication of this notice), the Company's share capital consisted of 156,900,118 ordinary shares of £0.001 each, carrying one vote each. The Company does not hold any ordinary shares in treasury and, therefore, the total voting rights in the Company as at 23 June 2025 were 156,900,118.
19. A copy of this notice, and other information required by s.311A of the Companies Act 2006, can be found at <https://investors.pod-point.com/firm-offer>.
20. Copies of the Company's existing articles of association as proposed to be amended by the special resolutions set out in this notice are available at <https://investors.pod-point.com/firm-offer> and the offices of the Company's solicitors, Freshfields LLP, 100 Bishopsgate, London, England, EC2P 2SR, during normal business hours on any weekday (excluding Saturdays, Sundays and public holidays), until the opening of business on the day on which the meeting is held, and will also be available for inspection at the place of the meeting for at least 15 minutes prior to and during the meeting.
21. Pod Point Shareholders are advised that they may not use any electronic address provided in this notice or any related documents (including the Form of Proxy) to communicate with the Company for any purpose other than those expressly stated.

