Partnering with ChargeSync, in Plain English

This is the friendly version of our Battery OEM Partnership Agreement, for makers of home batteries, hybrid inverters and energy storage systems. It explains what working with us looks like and how the money works, without the legal phrasing. If anything here differs from the signed agreement, the agreement wins, but we've written this to match it honestly.

What this is

ChargeSync is the independent optimiser for home batteries. In plain terms, our app decides every half hour when a battery should charge and when it should power the home, against any tariff with more than one price across the day, plus solar and household demand. Homeowners pay us our published price, currently £10 a month, watch their savings build in real time in the app, and in any calendar month where their savings don't beat the fee, they don't pay for that month. We already run on GivEnergy, Solax, Hinen and Tesla Powerwall systems.

For a manufacturer, that's a software advantage you can offer now: hassle-free, hands-off operation for your owners, better real-world savings and lower-carbon charging, better reviews, a sharper sales conversation, and a recurring revenue line, without diverting your engineers from hardware for the years it takes to build and maintain optimisation in-house. What you get: a better-performing product and a share of the subscription. What we get: the subscription and the job of keeping each home optimised.

One agreement, three ways in

The agreement is one set of core terms (integration, brands, data, warranties, what happens if we part ways) plus a menu. You switch on the options that fit, and you can add another later with a one-page signature, no renegotiation.

Option A: recommend us. You promote ChargeSync to your buyers and existing owners; they subscribe with us directly at the public price. We pay you 10% of what each customer you bring pays us, after VAT, for 3 years (15% from your 101st customer), plus £40 per customer once they've paid for six months. It's the same deal our installer partners get, deliberately, and it's pay-on-results: every payment is funded from what customers have actually paid, and like our installer terms it includes a cash-protection clause, with a hard 12-month backstop, a walk-away right, and equal treatment of every partner.

Option B: bundle us. You buy subscription entitlements in bulk at a wholesale price we agree with you and ship your batteries with a period of ChargeSync included (we propose 12 months). The homeowner still signs up with us and accepts our consumer terms; their bundled period is fully prepaid. When it ends, nothing silently converts to paid billing: we tell them clearly and they choose. Your hardware gets a headline feature; nobody gets a surprise charge.

Option C: embed us. Our optimisation engine inside your app, white-label or licensed. This one reshapes who the customer contracts with and how data flows, so the agreement holds it at heads-of-terms level: we agree the

intent now and sign a proper addendum before anything launches. No pilots with real homeowners until the consumer and data model is nailed down.

What we need from your platform, and what you get from ours

- **API access on fair terms.** Documented interfaces, an agreed monthly availability level (we propose 99.5%) plus agreed floors for data freshness, command latency and rate limits (because an API that is up but stale or slow is no use to a battery), 90 days' notice of breaking changes (our proposal), and no second-class treatment: our access is never made materially worse than what your own app gets for comparable functions.
- **In return:** we only ever control a battery through your official interfaces, within the charge and discharge limits you specify, only for homeowners who've authorised it, and, where you've built against our interfaces, we give you 60 days' notice of changes on our side, plus prompt incident reporting in every case. You also keep an emergency brake: if our instructions ever create a genuine safety or platform risk, you can suspend our access immediately while we fix it, no notice needed. And signing the agreement puts our access formally on the record as sanctioned, which protects both of us.

The warranty question your customers will ask

"Does third-party control void my warranty?" The agreement answers it properly: you confirm that operation through your interfaces, within your specified limits, does not, of itself, void, invalidate or reduce the customer's warranty cover, and we agree one accurate plain-English statement of that position that we both publish. If your warranty genuinely works differently under third-party control, we write down the true position instead. Honest either way; no surprises for the homeowner.

Data, done properly

We're each independent controllers under UK GDPR: your platform data is yours, our service data is ours, and a short data-sharing protocol in the agreement lists exactly what crosses between us and why, which is the minimum needed to make the partnership work. Where a flow genuinely crosses borders, the right transfer paperwork is executed as part of signing. Nobody's customer list gets mined for anyone's marketing.

The honest bits

- **Non-exclusive, both ways, in writing.** We work with other manufacturers; you can work with other software, or build your own. No minimum volumes, no tied hands. We'd rather win on results.
- **Nobody gets gagged.** You can benchmark us, we can benchmark you, and customers can always publish their own savings. Only comparative marketing that names the other party needs a sign-off first.
- **Revenue share tracks real money.** It's a share of what customers actually pay us. In any calendar month where a customer's savings don't beat the fee, they don't pay for that month, so nothing is shared for that month. The activation fee is only earned after six paid months, and is clawed back only if those payments are refunded.
- **If we part ways, homeowners don't pay the price.** This clause exists because a UK battery brand

entering administration is not hypothetical. Whatever ends the partnership (the one exception is an unresolved safety or platform risk we've caused and not fixed), you keep our API access alive for existing connected homes for 12 months (our proposal), we keep serving them, every bundled subscription already paid for is honoured in full, and any customer messaging is agreed between us. Homeowners keep a working service; the divorce stays between the companies.

- **Grown-up liability terms.** Mutual caps at sensible B2B levels, nobody caps away what the law doesn't allow, and neither side underwrites the other's consumer promises: hardware is yours, the service is ours.
- **Either side can leave on notice.** We propose 90 days, and we agree with each partner whether an initial term applies to protect the integration investment on both sides. Either way, the wind-down above applies regardless.

The shape of it, in one line

Your hardware, our optimisation brain: pick recommend, bundle or embed; for recommend we pay you per result, for bundle you buy entitlements at a wholesale rate and your hardware ships with the Service included, and in both we handle every consumer obligation for our service (embed reshapes who carries those duties, which is why it gets its own addendum); and if it ever ends, your customers' batteries keep getting smarter while the paperwork winds down properly under the law of England and Wales.

Next step

Email **hello@chargesync.com** and we'll walk you through the partnership agreement (it's readable, we promise), agree which options fit, and get your integration reviewed. Bring your platform team and your awkward questions.