

Road Private Label NIS2 terms

Version: July 2026

These NIS2 Terms are added to and form part of the Agreement. They apply where You or Your End Customers are subject to NIS2 in connection with the Private Label Services.

1. Status and precedence

- 1.1. **Contractual effect.** These NIS2 Terms supplement the Agreement. In the event of a conflict between these NIS2 Terms and any provision of the Terms or the Data Processing Agreement, these NIS2 Terms shall prevail to the extent of the conflict. In all other respects, the Agreement continues to apply in full, including the priority of the Primary Agreement and all exclusions and limitations of liability.

2. Definitions

The following definitions shall apply to these Service Terms. Capitalised terms not defined in these NIS2 Terms have the meaning given in the Agreement

- 2.1. **NIS2** means Directive (EU) 2022/2555 and any national law implementing or supplementing it that is applicable to You or Your End Customers in connection with the Private Label Services, as amended or replaced from time to time.
- 2.2. **Security Incident** means any event that compromises, or is reasonably likely to compromise, the availability, authenticity, integrity or confidentiality of the Private Label Services, the systems used to provide them or data processed through them, whether or not Personal Data is affected.
- 2.3. **Relevant Security Incident** means a Security Incident that materially affects, or is reasonably likely to materially affect, the Private Label Services or the provision of services by You or Your End Customers, or that Road reasonably believes may be relevant to a notification obligation under NIS2.

3. Security measures and certification.

- 3.1. **Security measures.** Road shall maintain appropriate and proportionate technical, operational and organisational measures, consistent with Article 21 of NIS2, to manage risks to the security of the Private Label Services. These measures shall include, as appropriate, incident handling, business continuity, supply-chain security, secure development and maintenance, vulnerability management, access control, encryption and security testing. They apply to the Private Label Services as a whole and are not limited to the processing of Personal Data.
- 3.2. **ISO certification.** Road holds and shall maintain ISO/IEC 27001:2022 certification covering the information security management systems relevant to the Private Label Services

throughout the Contract Term. Road shall make its current certificate and applicable certification scope available to You upon reasonable request and shall notify You if the certification is suspended, withdrawn, or materially reduced in scope in a manner affecting the Private Label Services.

4. Security Incident notification

- 4.1. **Initial notification.** Road shall provide You with an initial notification of a Relevant Security Incident as soon as practicable and, in any event, within twenty-four (24) hours after becoming aware of it. The notification may be based on the information reasonably available to Road at that time and shall include, where known, the nature and impact of the incident, the affected services or data and the measures taken or proposed to contain, mitigate or remediate it.
- 4.2. **Updates and assistance.** Road shall provide material updates as further information becomes available and shall provide reasonable information and assistance to support Your applicable NIS2 notification obligations.
- 4.3. **Personal Data Breaches.** Where a Relevant Security Incident is also a Personal Data Breach, Road may provide a combined notification. Notwithstanding clause 7.1 of the Data Processing Agreement, the twenty-four-hour notification period in this clause shall also apply to such Personal Data Breach. The remaining provisions of clause 7 of the Data Processing Agreement continue to apply.

5. Supply-chain security

- 5.1. **Supply-chain controls.** Road shall assess and manage cybersecurity risks associated with suppliers and subprocessors whose products or services materially affect the security of the Private Label Services. Road shall impose appropriate written security, incident-notification, and vulnerability-management obligations on such suppliers and subprocessors, taking into account the nature of their services and the associated risks.
- 5.2. **Supplier information.** Upon reasonable request, Road shall provide information regarding its material suppliers and subprocessors to the extent reasonably necessary for Your NIS2 supply-chain assessment. Road may redact or withhold information where disclosure would create a security risk or breach applicable law, confidentiality obligations or third-party rights.
- 5.3. **Personal Data subprocessors.** Where a supplier or subprocessor processes Controller Personal Data, clause 5 of the Data Processing Agreement applies in addition.

6. Evidence and assurance

- 6.1. **Evidence.** Upon reasonable request and no more than once per Contract Year, Road shall provide evidence reasonably necessary to demonstrate its compliance with these NIS2 Terms. Such evidence may include Road's ISO/IEC 27001:2022 certificate, relevant independent audit reports, summaries of independent penetration testing and relevant security documentation.
- 6.2. **Redaction and third-party assurance.** Road may provide summaries or redacted materials where necessary to protect confidential or security-sensitive information, Personal Data

or third-party rights, and may satisfy this obligation through current independent third-party reports or certifications that reasonably address the request.

- 6.3. **Frequency and audit rights.** The once-per-Contract-Year limitation shall not apply following a Relevant Security Incident or where additional information is reasonably required by a competent authority or CSIRT. Any audit rights remain governed by clause 10 of the Data Processing Agreement. These NIS2 Terms do not create a broader on-site audit right.

7. NIS2 cooperation

- 7.1. **Assistance.** Taking into account Road's role, the nature of the Private Label Services and the information available to Road, Road shall provide reasonable and proportionate assistance and information that You require to meet Your reporting and supervisory obligations under NIS2 in relation to the Private Label Services.
- 7.2. **Limitations.** Road shall not be required to provide information outside its possession or control, disclose information contrary to applicable law or security or confidentiality requirements, provide legal advice, determine whether You or an End Customer is subject to NIS2, or communicate with an authority on Your behalf unless required by law or separately agreed.
- 7.3. **Costs.** Road may charge its reasonable costs for material assistance beyond the ordinary provision of the Private Label Services, unless such assistance is required as a result of Road's material breach of the Agreement.

8. Parties' roles and responsibilities

- 8.1. **Road's supplier role.** Road provides the Private Label Services as a supplier. You or Your End Customers, as applicable, remain the operators of the relevant Charge Points and are responsible for determining and complying with their respective obligations under NIS2.
- 8.2. **No transfer of regulatory obligations.** Nothing in the Agreement appoints Road as the operator of Your or an End Customer's Charge Points, transfers Your or an End Customer's regulatory obligations to Road, or constitutes Road as the regulated entity under NIS2 in respect of Your EV Charging Solution.
- 8.3. **No transfer of regulatory obligations.** This clause is without prejudice to clause 4.2 of the Terms and to any obligation imposed directly on Road by applicable law.