

Split Reimbursement (Revenue Sharing) Terms of Service

Version: September 2026

These Service Terms supplement the Primary Agreement. If there is any conflict, the terms of the Primary Agreement take precedence.

1. Scope of Services

- 1.1. **Description.** Road provides a split reimbursement function (the "Service") within the Business Reimbursement access and reimbursement policy on the Road platform, enabling a Customer to configure the automatic division of charging session costs at a Location between the Customer and one or more other parties.
- 1.2. **Split types.** The Service supports two configuration types for energy cost: a percentage-based split, and a price-per-kWh split with dynamic remainder. Costs other than energy cost, including session, time, and idle or parking fees, may only be split on a percentage basis.
- 1.3. **Secondary Party status.** Any party configured alongside the Customer in a Split (a "Secondary Party") must be an account on the Road platform within the Customer's provider network, meaning either another account within the same Private Label environment as the Customer, or another account within the same Enterprise or sub-provider structure as the Customer. Individual users cannot be configured as a Secondary Party, and a Secondary Party cannot be selected from outside the Customer's own provider network. There can be one or more Secondary Parties in a Split.
- 1.4. **Acceptance.** By enabling, configuring, or using the Service, or by instructing Road to enable the Service in respect of a Location, the Customer confirms it has had the opportunity to review these Service Terms and accepts them as forming part of the Agreement.
- 1.5. **Naming.** Road offers the Service as part of its "Revenue Sharing" product range. In any proposal or other document exchanged between Road and the Customer, whether before or after the date of these Service Terms, a reference to "Split Reimbursement" or "Revenue Sharing" is a reference to the Service, unless stated otherwise. Other features offered under the Revenue Sharing name do not form part of the Service. The name used does not affect the scope of the Service, the fees, or the parties' rights and obligations.

2. Configuration and activation

- 2.1. **Location-level scope.** Split configuration applies uniformly to all chargers and connectors at the Location; no per-connector or per-fee-type configuration is available in the current release.
- 2.2. **Customer-led validation.** Where the Customer configures a percentage-based Split, the Road platform requires the configured percentages to total 100 per cent before the Split may be activated. Where the Customer configures a price-per-kWh Split, Road does not validate the configured rate against the tariff applicable at the Location. The Customer is solely responsible for ensuring that any configured rate is commercially and financially appropriate for the Location, and acknowledges that Road bears no responsibility for reviewing or correcting such configuration.
- 2.3. **No historical re-rate.** A Split, and any subsequent change to a Split, applies only to charging sessions that take place after the relevant configuration is activated or amended. Road shall not recalculate or reapply a Split to sessions that took place before that time.
- 2.4. **Automatic tariff adjustment.** Where the tariff applicable at a Location changes, the reimbursement amounts under an active Split shall recalculate automatically for sessions taking place after the change, without requiring the Customer to reconfigure the Split.
- 2.5. **Multiple parties.** A Split may include more than two parties, subject to any maximum number of parties Road may specify in the Documentation from time to time.
- 2.6. **Currency.** All parties to a Split must transact in the same currency. The Service does not support Splits between parties operating in different currencies, and the Customer is responsible for ensuring currency alignment before activating a Split.

3. Customer responsibilities

- 3.1. **Accuracy of configuration:** The Customer is responsible for the accuracy of all rates, percentages, party selections, and other configuration entered into the Service, and for ensuring that this configuration correctly reflects the commercial arrangement agreed between the Customer and any Secondary Party.
- 3.2. **Secondary Party onboarding and billing information:** The Customer is responsible for ensuring that any Secondary Party is properly onboarded to the Road platform and that its billing and VAT information is complete, current, and accurate. Road is not liable for any delay, error, or failure in invoicing arising from incomplete or inaccurate Secondary Party information.

- 3.3. **Underlying commercial relationship:** Road is not a party to, and has no visibility over or responsibility for, the underlying commercial arrangement between the Customer and any Secondary Party. Any dispute between the Customer and a Secondary Party regarding the terms, amounts, or performance of that arrangement is a matter between those parties and does not involve Road.
- 3.4. **Secondary Party visibility.** A Secondary Party does not, by virtue of participating in a Split, receive a dedicated dashboard, split history overview, or monitoring view; its visibility is limited to its own reimbursement invoices and, where applicable, its own billable items export. The Customer may optionally grant a Secondary Party direct dashboard access if they wish to give them visibility into full session details, overall costs, and broader account revenues.

4. Calculation, VAT and invoicing

- 4.1. **Calculation mechanics.** Split amounts are calculated, and the applicable rates and VAT treatment are recorded against the relevant session, at the point a charging session ends, using the configuration active at that time.
- 4.2. **VAT treatment.** VAT is calculated independently for the Customer and each Secondary Party, based on the billing and VAT information held for each party at the time of the relevant session. The Customer is responsible for ensuring that its own, and, in accordance with clause 3.2, each Secondary Party's, billing and VAT information is accurate.
- 4.3. **Dual invoicing.** Road shall generate a separate reimbursement invoice for the Customer and for each Secondary Party in respect of sessions covered by a Split, using Road's standard reimbursement invoice template. Reimbursement invoices do not include a breakdown of the Split percentage or rate applied.
- 4.4. **Payout ceiling.** Road shall not reimburse any party under a Split an amount greater than the amount actually collected in respect of the relevant session. Where a configured price-per-kWh rate exceeds the amount collected, the relevant party's reimbursement is capped at the amount collected, and any party ranked lower in priority may receive no reimbursement in respect of that session.
- 4.5. **Rounding.** Split calculations are performed using floating-point arithmetic. The last-ranked party in a Split receives the remaining amount after all other parties have been allocated their share, which may differ marginally from a strict percentage calculation. The total amount allocated across all parties will always equal the full relevant session cost.
- 4.6. **Payout account.** Reimbursement payouts to the Customer and to each Secondary Party are made to the bank account details configured on that party's own account under its

business reimbursement or payout settings. Each party is responsible for keeping its own payout details complete, valid, and up to date, and Road is not liable for a delayed or failed payout arising from incomplete or inaccurate payout details.

5. Road responsibilities

- 5.1. **Platform operation.** Road is responsible for correctly executing the Split configuration entered by the Customer and, where Road provides billing services for the account, for generating invoices in accordance with that configuration and these Service Terms.
- 5.2. **Changes to the feature.** Road may update the Service and the Documentation from time to time. Road shall provide reasonable prior notice of any material change likely to require action by the Customer, except where a shorter period is reasonably required for security, legal, regulatory, or urgent operational reasons.
- 5.3. **Support.** Road shall provide reasonable technical support in respect of the Service in accordance with its standard support processes, and may prioritise support requests based on severity and impact.
- 5.4. **Security.** Road shall handle Split configuration and related billing data in accordance with its standard security and access control policies.

6. Data protection

- 6.1. **Roles.** Where the Customer uses the Road Private Label solution, and personal data is processed in connection with the Service, including Secondary Party billing contact details, the Customer acts as controller and Road as processor, in accordance with the Data Processing Agreement between the parties. Where the Customer uses the E-Flux (Enterprise) solution, Road acts as an independent controller in respect of any such personal data.
- 6.2. **Customer responsibilities.** The Customer is responsible for establishing a lawful basis for sharing session, billing, and configuration data with any Secondary Party in connection with a Split, and for any separate data-sharing arrangement between the Customer and that Secondary Party.

7. Use and suspension

- 7.1. **Prohibited use.** The Customer shall not use the Service to misrepresent session costs, to circumvent VAT or other legal or regulatory obligations, or for any unlawful or fraudulent purpose, and shall ensure that no Secondary Party does so in connection with a Split.
- 7.2. **Suspension.** Road may suspend or restrict the Service in respect of a Location or account where misuse is suspected, where billing information is materially incomplete, or where

continued operation of the Service would, in Road's reasonable opinion, create a material compliance or operational risk. Where reasonably practicable, Road shall notify the Customer of any such suspension.

8. Fees and liability

- 8.1. **Fees.** Fees for the Service are set out in the applicable commercial agreement between the Customer and Road.
- 8.2. **Liability exclusions.** Subject to the liability provisions of the Agreement, Road is not liable for any loss arising from: (a) misconfiguration of a Split by the Customer, including a mismatch between a configured rate and the applicable tariff; (b) a dispute between the Customer and a Secondary Party; (c) incomplete or inaccurate billing or payout information provided by the Customer or a Secondary Party; or (d) a currency mismatch between parties to a Split.

9. Term and termination

- 9.1. **Termination and consequences.** The Service ends when the applicable underlying service or the Agreement ends, or when deactivated by the Customer, whichever is earlier. Road may disable the relevant Split configuration and cease generating Split invoices accordingly.
- 9.2. **Effect on the Secondary Party.** The Customer remains responsible for notifying any Secondary Party of the termination of, or any material change to, a Split affecting that Secondary Party's reimbursement arrangement.