Executive Plaza 1, 11350 McCormick Road, Suite 1004, Hunt Valley, Maryland 21031
+1 (410) 666-3800 (US); +1 (416) 450-0072 (Canada); +1 888 258 7040

Purchase Financing Agreement

While you still maintain a separate relationship with Nayax, as a Nayax Customer, you have the opportunity to apply for financing solutions from IoT Capital Inc. dba Nayax Capital, a Nayax affiliate and business partner ("**Nayax Capital**"). This Purchase Finance Agreement including the Terms and Conditions ("**Agreement**") will enter into effect only upon Nayax Capital approving your application. This Agreement will govern the relationship between you and Nayax Capital for all finance offerings and engagements between you and Nayax Capital.

1. **Purchase of NAYAX Units and/or Other Capital Offerings**. The undersigned Customer (the "**Customer**") has entered into an agreement with Nayax, LLC ("**Nayax**") for services (the "**Nayax Service Agreement**") related to one or more Nayax Units as defined in the Nayax Service Agreement. Nayax Capital offers several programs (the "**Finance Program/s**") for financing the purchase of one or more Nayax Units from Nayax Capital (the "**Purchased Unit(s)**") or use some of Nayax Capital's other commercial and capital offerings, including but not limited to other equipment or services ("**Capital Solutions**"). Nayax Capital may change or discontinue the Finance Program, in its sole discretion, by communicating such amendment or discontinuation to Customer in writing, which may be delivered electronically and updated on https://app.nayaxcapital.com/terms-conditions.

2. **Making a Finance Request and Consent to Sharing Information**. To make a Finance Request, Customer may be required to provide Nayax Capital with certain information as a condition to the financing. Customer acknowledges and confirms that for the purpose of this Agreement and in order to provide Customer with the Capital Solutions, Nayax (including its parent company Nayax Ltd. and its affiliates) will share information, which may include personal information, with Nayax Capital in order to provide Customer with, *inter alia,* bespoke business, commercial and capital offerings. The processing of the information by Nayax Capital shall be in accordance with its Nayax Capital's Privacy Policy: https://app.nayaxcapital.com/privacy-policy.

3. **Representations, Warranties and Covenants of the Customer.** As of the date of this Agreement and, unless expressly stated otherwise, continuing until Nayax Capital has received all amounts owed by the Customer under this Agreement, the Customer represents, warrants and covenants to Nayax Capital as follows:

    a. Good Faith Operation of the Nayax Units and/or Capital Solutions. The Customer will activate the Purchased Units and/or Capital Solutions within 30 days of delivery and will continuously operate all of its Nayax Units and/or Capital Solutions, including but not limited to the Purchased Units and/or Capital Solutions, in the normal course of business and in good faith. The Customer will not sell, reposition or dispose of any of its Nayax Units and/or Capital Solutions during any period when the Customer has not yet paid Nayax Capital in full for any

Purchased Unit or fully performed the Customer's obligations related to any Capital Solutions.

b. Accurate and Complete Information. All information provided to Nayax and/or Nayax Capital and all statements made to Nayax and/or Nayax Capital relating to this transaction in any way have been truthful, accurate, and complete as of such dates. The Customer further agrees that the Customer will be truthful in all future statements to Nayax Capital, and will provide Nayax Capital with accurate and complete information regarding the Customer's business and operation of the Nayax Units as required by this Agreement.

c. Authority to Enter Into This Agreement. The Customer and the person(s) signing this Agreement on behalf of the Customer, have full power and authority to incur and perform the obligations under this Agreement, all of which have been duly authorized.

d. Change of Name or Location or Type of Business or Ownership of Business. During any period when the Customer has not yet paid Nayax Capital in full for any Purchased Unit or fully performed the Customer's obligations related to any Capital Solutions, the Customer will not conduct its businesses under any name other than as disclosed to Nayax Capital or change any of its places of business or type of business without prior written consent of Nayax Capital. The Customer will not voluntarily sell, dispose, transfer, assign or otherwise convey all or substantially all of its business or assets without (i) the express prior written consent of Nayax Capital; and (ii) the written agreement of any purchaser, assignee or transferee assuming all of the Customer's obligations under this Agreement pursuant to documentation satisfactory to Nayax Capital.

e. No Pending or Contemplated Bankruptcy. As of the date of this Agreement, the Customer does not contemplate and has not filed any petition for bankruptcy protection under Title 11 of the United States Code and there has been no involuntary petition brought or pending against the Customer. The Customer represents that it has not consulted with a bankruptcy attorney within six months prior to the date of this Agreement. The Customer further warrants that as of the date of this Agreement it does not anticipate filing a bankruptcy petition and it does not anticipate that an involuntary petition will be filed against it.

4. **Events of Default.** The occurrence of any of the following events shall constitute an "**Event of Default**": (a) the Customer violates any term or covenant in this Agreement; (b) the Customer violates any term or covenant in any agreement between the Customer and Nayax, including failure to complete the Nayax KYC process in a timely manner or if Nayax terminates its agreement with the Customer including but not limited to AML concerns; (c) the Customer uses any processor other than Nayax for credit card clearing services in connection with all of the Customer's Nayax Units and/or Capital Solutions.

5. **Remedies**. If any Event of Default occurs, Nayax Capital may proceed to protect and enforce its rights including, but not limited to, the following:

    a. The full undelivered Purchase Price for all Purchased Units and undelivered amounts for any Capital Solutions plus all fees and charges (including legal fees) assessed under this Agreement will become due and payable in full immediately.

    b. The Customer hereby grants Nayax Capital a security interest in the Purchased Units and in any other goods and/or equipment acquired in the course of the Capital Solutions. Nayax Capital may take possession (repossess) the Purchased Units, as well as any other goods and/or equipment acquired in the course of the Capital Solutions and/or instruct Nayax to deactivate all of Customer's Nayax Units, unless prohibited by law.

    c. The Customer shall pay to Nayax Capital all reasonable costs associated with the Event of Default. Nayax Capital may proceed to protect and enforce its rights and remedies by arbitration or lawsuit. In any such arbitration or lawsuit, under which Nayax Capital recovers Judgment against the Customer, the Customer shall be liable for all of Nayax Capital's costs, including but not limited to all reasonable attorneys' fees and court costs. However, the rights of Nayax Capital under this provision shall be limited as provided in the arbitration provision set forth below.

    d. Nayax Capital may debit the Customer's depository accounts wherever situated by means of ACH debit or facsimile signature on a computer-generated check drawn on any of the Customer's bank accounts for all sums due to Nayax Capital. The Customer shall provide an appropriate ACH authorization to Nayax Capital, including a dual ACH authorization that authorizes both Nayax and Nayax Capital to debit the Customer's depository accounts.

    e. Nayax Capital may charge Customer's credit or debit card for all sums due to Nayax Capital.

    f. Subject to arbitration as provided in Section 17 of this Agreement, all rights, powers and remedies of Nayax Capital in connection with this Agreement may be exercised at any time by Nayax Capital after the occurrence of an Event of Default, are cumulative and not exclusive, and shall be in addition to any other rights, powers or remedies provided by law or equity.

6. **Modifications; Amendments.** This Agreement does not govern or modify any agreement Customer has with Nayax. No modification, amendment, waiver or consent of any provision of this Agreement shall be effective unless the same is in writing and signed by Nayax Capital.

7. **Assignment.** Nayax Capital may assign, transfer or sell its rights to receive the Revenue Share and the Purchase Price or delegate its duties hereunder, either in whole or in part, with or without prior written notice to the Customer provided, always, that Customer's rights under this Agreement are not adversely affected.

8. **Notices.**

   a. Notices from Nayax Capital. Nayax Capital may send any notices, disclosures, terms and conditions, other documents, and any future changes to the Customer by regular mail or by e-mail at any address or e-mail addresses the Customer provides Nayax and/or Nayax Capital, at Nayax Capital's option and the Customer consents to such electronic delivery. Notices sent by e-mail are effective when sent. Notices sent by regular mail become effective three days after mailing to the Customer address.

   b. Notices from the Customer and Guarantor. The Customer and each person signing below as a "Guarantor" may send any notices to Nayax Capital by e-mail only upon the prior written consent of Nayax Capital, which consent may be withheld or revoked at any time in Nayax Capital's sole discretion. Otherwise, any notices or other communications from the Customer and any Guarantor to Nayax Capital must be delivered by certified mail, return receipt requested, to Nayax Capital's address set forth in this Agreement. Notices sent to Nayax Capital shall become effective only upon receipt by Nayax Capital.

9. **Binding Effect; Governing Law, Venue and Jurisdiction.** This Agreement shall be binding upon and inure to the benefit of the Customer, Guarantor, Nayax Capital and their respective successors and assigns, except that the Customer shall not have the right to assign its rights hereunder or any interest herein without the prior written consent of Nayax Capital which consent may be withheld in Nayax Capital's sole discretion. Except as set forth in the Arbitration section, this Agreement shall be governed by and construed in accordance with the laws of the state of Utah, without regard to any applicable principles of conflicts of law. Any suit, action or proceeding arising hereunder, or the interpretation, performance or breach of this Agreement, shall, if Nayax Capital so elects, be instituted in any court sitting in Utah, (the "Acceptable Forums"). The Customer and Guarantor agrees that the Acceptable Forums are convenient to them, and submit to the jurisdiction of the Acceptable Forums and waives any and all objections to jurisdiction or venue. Should such proceeding be initiated in any other forum, the Customer and Guarantor waive any right to oppose any motion or application made by Nayax Capital to transfer such proceeding to an Acceptable Forum. Nayax Capital, Guarantor and the Customer further agree that the mailing by certified or registered mail, return receipt requested, of any process required by any such court will constitute

valid and lawful service of process against them, without the necessity for service by any other means provided by statute or rule of court, but without invalidating service performed in accordance with such other provisions.

10. **Survival of Representations, Warranties and Covenants.** All representations, warranties and covenants herein shall survive the execution and delivery of this Agreement and shall continue in full force until all obligations under this Agreement shall have been satisfied in full.

11. **Interpretation.** The Customer and each Guarantor have had the opportunity to review this Agreement with an attorney of their own choosing and have relied only on their own attorney's guidance and advice or have been provided sufficient opportunity to have an attorney of their choosing review the Agreement. No construction determinations shall be made against either party hereto as drafter.

12. **Severability.** In case any of the provisions in this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of any other provision contained herein shall not in any way be affected or impaired.

13. **Electronic Signatures.** Facsimile signatures, or any other electronic means reflecting the party's signature hereto, shall be deemed acceptable for all purposes. This Agreement may be signed in one or more counterparts, each of which shall constitute an original and all of which when taken together shall constitute one and the same agreement.

14. **Monitoring, Recording, and Solicitations.**

    a. Authorization to Contact Customer and Guarantor by Phone. The Customer and Guarantor authorize Nayax Capital, its affiliates, agents and independent contractors to contact the Customer and Guarantor at any telephone number the Customer and/or Guarantor provide to Nayax and/or Nayax Capital or from which the Customer or Guarantor place a call to Nayax and/or Nayax Capital, or any telephone number where Nayax Capital believes it may reach the Customer or Guarantor, using any means of communication, including but not limited to calls or text messages to mobile, cellular, wireless or similar devices or calls or text messages using an automated telephone dialing system and/or artificial voices or prerecorded messages, even if the Customer or Guarantor incurs charges for receiving such communications.

    b. Authorization to Contact the Customer and Guarantor by Other Means. The Customer and Guarantor also agree that Nayax Capital, its affiliates, agents and independent contractors, may use any other medium not prohibited by law including, but not limited to, mail, e-mail

and facsimile, to contact the Customer and Guarantor. The Customer and Guarantor expressly consent to conduct business by electronic means.

15. **JURY WAIVER.** THE PARTIES WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY COURT IN ANY SUIT, ACTION OR PROCEEDING ON ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE TRANSACTIONS OF WHICH THIS AGREEMENT IS A PART OR ITS ENFORCEMENT, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. THE PARTIES ACKNOWLEDGE THAT EACH PARTY MAKES THIS WAIVER KNOWINGLY, WILLINGLY AND VOLUNTARILY AND WITHOUT DURESS, AND ACKNOWLEDGE THEIR RIGHT TO REVIEW THE RAMIFICATIONS OF THIS WAIVER WITH THEIR ATTORNEYS.

16. **CLASS ACTION WAIVER.** THE PARTIES ACKNOWLEDGE AND AGREE THAT THE AMOUNT AT ISSUE IN THIS TRANSACTION AND ANY DISPUTES THAT ARISE BETWEEN THEM ARE LARGE ENOUGH TO JUSTIFY DISPUTE RESOLUTION ON AN INDIVIDUAL BASIS. EACH PARTY HERETO WAIVES ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTIES AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. TO THE EXTENT ANY PARTY IS PERMITTED BY LAW OR A COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, THE PARTIES AGREE THAT: (I) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOT WITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT); AND (II) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.

17. **ARBITRATION. IF ANY PARTY REQUESTS, EACH PARTY HERETO AGREES TO ARBITRATE ALL DISPUTES AND CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT. IF ANY PARTY SEEKS TO HAVE A DISPUTE SETTLED BY ARBITRATION, THAT PARTY MUST FIRST SEND TO THE OTHER PARTIES, BY CERTIFIED MAIL, A WRITTEN NOTICE OF INTENT TO ARBITRATE. IF THE PARTIES DO NOT REACH AN AGREEMENT TO RESOLVE THE CLAIM WITHIN 30 DAYS AFTER THE NOTICE IS RECEIVED, ANY PARTY MAY COMMENCE AN ARBITRATION PROCEEDING WITH THE AMERICAN ARBITRATION ASSOCIATION ("AAA") OR THE FORUM. NAYAX CAPITAL WILL PROMPTLY REIMBURSE THE CUSTOMER AND/OR GUARANTOR FOR ANY ARBITRATION FILING FEE, AND, EXCEPT AS PROVIDED IN THE NEXT SENTENCE, NAYAX CAPITAL WILL PAY ALL ADMINISTRATION AND ARBITRATOR FEES. IF THE ARBITRATOR FINDS THAT EITHER THE SUBSTANCE OF THE CLAIM RAISED BY THE CUSTOMER OR GUARANTOR OR THE RELIEF SOUGHT BY THE CUSTOMER OR GUARANTOR IS IMPROPER OR NOT WARRANTED, AS MEASURED BY THE STANDARDS SET FORTH IN FEDERAL RULE OF PROCEDURE 11(B), THEN NAYAX CAPITAL WILL PAY THESE FEES ONLY IF REQUIRED BY THE AAA OR FORUM RULES. THE CUSTOMER AND EACH GUARANTOR AGREES THAT, BY ENTERING INTO THIS AGREEMENT, THE CUSTOMER AND EACH GUARANTOR IS WAIVING THE**

RIGHT TO TRIAL BY JURY. NAYAX CAPITAL, THE CUSTOMER AND EACH GUARANTOR MAY BRING CLAIMS AGAINST THE OTHER PARTIES ONLY IN THEIR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. FURTHER, NAYAX CAPITAL, THE CUSTOMER AND EACH GUARANTOR AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS FOR MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND THAT IF THIS SPECIFIC PROVISION DEALING WITH THE PROHIBITION ON CONSOLIDATED, CLASS OR AGGREGATED CLAIMS IS FOUND UNENFORCEABLE, THEN THE ENTIRETY OF THIS ARBITRATION CLAUSE SHALL BE NULL AND VOID. THIS AGREEMENT TO ARBITRATE IS GOVERNED BY THE FEDERAL ARBITRATION ACT AND NOT BY ANY STATE LAW REGULATING THE ARBITRATION OF DISPUTES. THIS AGREEMENT IS FINAL AND BINDING EXCEPT TO THE EXTENT THAT AN APPEAL MAY BE MADE UNDER THE FAA. ANY ARBITRATION DECISION RENDERED PURSUANT TO THIS ARBITRATION AGREEMENT MAY BE ENFORCED IN ANY COURT WITH JURISDICTION. THE TERMS "DISPUTES" AND "CLAIMS" SHALL HAVE THE BROADEST POSSIBLE MEANING.

18. **RIGHT TO OPT OUT OF ARBITRATION. THE CUSTOMER AND EACH GUARANTOR MAY OPT OUT OF THE ARBITRATION PROVISION ABOVE. TO OPT OUT OF THE ARBITRATION CLAUSE, THE CUSTOMER AND EACH GUARANTOR MUST SEND NAYAX CAPITAL A NOTICE THAT THEY DO NOT WANT THE ARBITRATION CLAUSE TO APPLY TO THIS AGREEMENT. FOR ANY OPT OUT TO BE EFFECTIVE, THE CUSTOMER AND EACH GUARANTOR MUST SEND AN OPT OUT NOTICE TO THE FOLLOWING ADDRESS BY REGISTERED MAIL, WITHIN 14 DAYS AFTER THE DATE OF THIS AGREEMENT: Executive Plaza 1, 11350 McCormick Road, Suite 1004, Hunt Valley, Maryland 21031, ATTENTION: Nayax Capital.**

19. **Personal Guaranty of Performance.** Customer and each person signing below as a "Guarantor", agrees to irrevocably, absolutely and unconditionally guarantee to Nayax Capital prompt and complete performance of the following obligations of the Customer ("Guaranteed Obligations") under the Agreement.

    a. The Customer's obligation to activate the Purchased Units and/or Capital Solutions within 30 days of delivery and to continuously operate all of its Nayax Units, including but not limited to the Purchased Units and/or Capital Solutions, in the normal course of business and in good faith.

    b. The Customer's obligation to provide truthful, accurate and complete information regarding the Customer's business and operation of the Nayax Units as required by this Agreement.

c. The Customer's obligation to not conduct its businesses under any name other than as disclosed to Nayax Capital or change any of its places of business without prior written consent of Nayax Capital.

d. The Customer's obligation to not voluntarily sell, dispose, transfer, assign or otherwise convey all or substantially all of its business or assets without (i) the express prior written consent of Nayax Capital; and (ii) the written agreement of any purchaser, assignee or transferee assuming all of the Customer's obligations under this Agreement pursuant to documentation satisfactory to Nayax Capital.

20. **Customer's and Guarantor's Acceptance of this Agreement.** By signing this Agreement, the Customer and each of under-signed Guarantor(s) represent that he or she is authorized to sign this Agreement individually and on behalf of the Customer and themselves and that the information provided herein and in all documents, forms and recorded interviews provided to or with the Customer is true, accurate and complete in all respects. The Customer and each of the under-signed Guarantors authorize Nayax Capital, its agents and representatives and any credit reporting agency engaged by Nayax Capital, to (i) investigate any references given or any other statements or data obtained from or about the Customer or any Guarantors for the purpose of this Agreement, and (ii) obtain credit reports, including consumer credit reports at any time now or for so long as the Customer and/or Guarantor continues to have any obligation owed to Nayax Capital as a consequence of this Agreement or for Nayax Capital's ability to determine the Customer's eligibility to enter into any future agreement with Nayax Capital.

21. **Nayax Capital's Acceptance of this Agreement.** The obligations of Nayax Capital under this Agreement will not be effective unless and until Nayax Capital has completed its review of the Customer and notified the Customer in writing (including by e-mail or other electronic means) of the amount of the total Purchase Price for each Purchased Unit and the Terms and Conditions. If the Customer applies for any Capital Solutions, the obligations of Nayax Capital under this Agreement will not be effective unless and until Nayax Capital has completed its review of the Customer and notified the Customer in writing (including by e-mail or other electronic means) of the specific offer of financing. Notwithstanding the above, Nayax Capital reserves the right to cancel this Agreement or any of subsequent purchase orders within the latest of 14 business days of execution and/or the Delivery of Nayax Units and/or Capital Solutions.

22. **Applicable Terms and Conditions.** Subject to the specific order and program type, the terms and conditions of the applicable program as detailed below will apply, respectively.

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Terms and Conditions - Pay as you Grow

These Terms and Conditions will apply to orders made using the Pay as you Grow Program

1. **Payment of the Purchase Price.** Until the Purchase Price of the Purchased Units and/or Capital Solutions have been paid to Nayax Capital in full, the Customer shall pay Nayax Capital a specified:
    a. a percentage (%) of total revenue that the Customer receives from operating all Nayax Units that the Customer has in use and/or other Customer's revenues from sales of goods and services (the "**Revenue Share**"), but in any way, not less than a fixed sum per applicable period;
    b. A certain amount of cents per transaction plus a Revenue Share, but in anyway, not less than a fixed sum per applicable period;

    all, as determined by the order details to be confirmed by the Customer.

2. **Delivery of the Revenue Share and/or Fixed Installments.** The Customer shall use Nayax for credit card clearing services in connection with all of the Customer's Nayax Units and/or Capital Solutions. The Customer hereby authorizes Nayax to offset and deliver the Revenue Share and/or Fixed Installments (as defined below) to Nayax Capital every reimbursement period in which Nayax provides the Customer with amounts due for cashless sales, up to the total agreed upon amount due, and to share information with Nayax Capital regarding the Customer's use of all of the Customer's Nayax Units and/or Capital Solutions. The Customer agrees to pay Nayax Capital in any of the following ways, as selected by Nayax Capital in its sole discretion:

a. ACH debit from the Customer's bank account; or,
b. Any other payment method specified by Nayax Capital in writing.

Terms and Conditions - Fixed Payments

These Terms and Conditions will apply to orders made using the Fixed Payments Program

1. **Payment of the Purchase Price.** Until the Purchase Price of the Purchased Units and/or Capital Solutions have been paid to Nayax Capital in full, the Customer shall pay Nayax Capital:
   a. a specified fixed sum ("**Fixed Installments**") within 5 business days of the end of each specified period (e.g - weekly/monthly); or,
   b. Fixed Installments plus a certain amount of cents per transaction.

   all, as determined by the order details to be confirmed by the Customer.

2. **Delivery of the Revenue Share and/or Fixed Installments.** The Customer shall use Nayax for credit card clearing services in connection with all of the Customer's Nayax Units and/or Capital Solutions. The Customer hereby authorizes Nayax to offset and deliver the Revenue Share and/or Fixed Installments to Nayax Capital every reimbursement period in which Nayax provides the Customer with amounts due for cashless sales, up to the total agreed upon amount due, and to share information with Nayax Capital regarding the Customer's use of all of the Customer's Nayax Units and/or Capital Solutions. The Customer agrees to pay Nayax Capital in any of the following ways, as selected by Nayax Capital in its sole discretion:
   c. ACH debit from the Customer's bank account; or,
   d. Any other payment method specified by Nayax Capital in writing.