

## NAYAX Clearing Agreement

This Clearing Agreement ("Clearing Agreement") sets forth the terms and conditions pursuant to which Nayax provides Customer with payment clearing services. Any terms used and not defined herein shall have the meaning ascribed to such terms in the MSA.

1. **Clearing Processing Services** – NAYAX hereby agrees to provide to the Customer with certain cashless financial services utilizing the NAYAX unique telemetry cashless payment platform, solely in connection with the Customer's vending equipment that is equipped with a NAYAX Device enabled to connect to NAYAX's central server. Customer acknowledges and agrees that (a) part or all of the services provided by NAYAX hereunder may be performed by another member of the NAYAX group of companies on behalf of NAYAX, and (b) in providing processing and clearing services hereunder NAYAX is acting as agent of Heartland Payment Systems ("Acquirer") and reference to NAYAX performing such services hereunder shall be understood in such light.
2. **Credit Card Transaction Processing Services & Associated Fees** – the Customer hereby appoints NAYAX as sole and exclusive agent on behalf of the Customer, in connection with the processing of all card transactions (including but not limited to transactions via credit, debit and prepaid cards) in connection with the Nayax Device. With respect to each transaction, the Customer shall pay such processing fee (consisting of a percentage of the applicable gross and convenience fee of cashless revenue) as specified in schedule fee or in the billing plan in addition to any applicable VAT, sales tax, use tax or similar tax (the "**Processing Fee**"). NAYAX shall be entitled to change the Processing Fee on 30 days prior written notice to the Customer, provided that upon receipt of such notice the Customer may, within such 30 days period, terminate this Agreement by written notice to NAYAX without liability therefor.
3. **Pre-Authorization** – The Customer agrees that for each cashless transaction, the relevant card will be submitted to the card processor for card validation and transaction authorization. The Customer acknowledges that the card processor may decline any such transaction and that in such case NAYAX

shall not continue with the clearing of the transaction. Furthermore, the Customer may elect to allow its end-users to select several products based on a single pre-authorization ("**Multi-Vend Transactions**"). The amount of the preauthorization may vary based on the Customer's preference and may be lower than the total transaction amount consummated. In such cases, an incremental amount is submitted for processing after completion of the transaction.

4. **Compliance with Applicable Law** – The Customer agrees to comply with all laws, statutes, regulations, rules, codes, directives and ordinances of regulators, authorities, courts and government bodies having jurisdiction over Customer and/or the subject matter, including but not limited to those relating to anti- money laundering and terrorist financing regulations, anti-bribery laws, consumer protection, distance selling, electronic business, consumer credit laws, Data Protection Laws (as such term is defined in the MSA), all of the above to the extent applicable to Customer or to the performance or business of the Customer ("**Applicable Law**"), including without limitation all state and federal consumer credit and consumer protection statutes and regulations.
5. **Know Your Client Checks**. The Customer represents and acknowledges that in order to procure payment processing services, the Customer must comply with Applicable Law, Card Brand Rules (CardScheme) and Acquirer requirements in relation to Anti-Money Laundering. Customer further represents that prior to utilizing the Services, Customer must undergo Know Your Client (KYC) checks and provide with certain information about Customer and its directors, authorized signatories, shareholders and ultimate beneficial owners when Customer enters the Agreement with Nayax, and upon Nayax's request thereafter. The customer represents and warrants that the information provided during the KYC check is accurate and up to date. The Customer undertakes that it shall notify Nayax promptly without undue delay of any change to the KYC

information provided during the onboarding process, and upon Nayax's request shall promptly provide with further information as reasonably needed. The Customer understands that Nayax reserves the right to periodically carry out reviews of the KYC checks and ask for further information. Customer further acknowledges that to provide Customer with the payment processing services, Customer must complete KYC check to Nayax's satisfactory (or the Acquirer's satisfactory), and that Nayax reserves the right to suspend, terminate the Services and or Agreement, or withhold Customer's funds in case where Customer has not completed the KYC check or if Nayax has reasonable grounds to suspect illegal activity of Customer.

6. **Collection of Pre-existing Debt.** Customer may not prepare and present to NAYAX for purchase any transaction representing the refinancing of an existing Cardholder obligation including, but not limited to, obligations: (a) previously owed to Customer; (b) arising from the dishonor of a Cardholder's personal check or relating to a Chargeback; or (c) representing the collection of any other pre-existing indebtedness, including collection of delinquent accounts on behalf of third parties. In this Agreement, "**Cardholder**" mean any person authorized to use the Cards or the accounts established in connection with the Cards; "**Card**" means (i) a valid credit or debit card in the form issued under license from Card Brand; or (ii) any other valid credit or debit card accepted by Customer by agreement with NAYAX; and "**Chargeback**" means any direct or indirect dispute, reversal or debit of a transaction (for procedural or substantive reasons) by a Cardholder, Card Brand, Acquirer, Sponsor Bank because of such transaction being invalid, disputed, unauthorized (or there are grounds to believe it was not authorized), suspicious, the goods or services were not delivered at all or as agreed, or otherwise for any reason.
7. **Data Security/Personal Cardholder Information.** The Customer will not, under any circumstances, release, sell or otherwise disclose any Cardholder Information to any person other than NAYAX or the applicable Card Brand, except as expressly authorized in writing by the Cardholder, or as required by law. In this Agreement, "**Cardholder Information**" means any non-public, sensitive information about a Cardholder, including any combination of Cardholder name plus the

Cardholder's social security number, driver's license or other identification number or credit or debit card number, or other Servicer account number.

8. **Compliance with Card Brand Rules.** Customer represents, warrants and covenants that it is and will remain throughout the term of this Agreement in compliance with Card Brand bylaws, operating regulations and rules related to data security, data integrity and the safeguarding of Cardholder Information including the Payment Card Industry Data Security Standard ("PCI-DSS"), and may be required to demonstrate such compliance. Customer will notify NAYAX and Acquirer in the event that Customer engages any services provider (other than NAYAX) that has access to any Cardholder Information. In addition, the Customer will comply with and conduct its Card activities in accordance with all applicable Card Brand rules and regulations. Failure to comply with such rules and regulations may result in Customer being terminated for cause and listed on various Card Brand and industry databases, including the Consortium Merchant Negative File ("CMNF"), the CTMF (Combined Terminated Merchant File) and the Merchant Alert to Control High Risk Merchants file ("MATCH"). Customer may not: (a) accept Cardholder payments for previous Card charges incurred at the Customer location; (b) except as required of Customer by Applicable Law or NAYAX, establish a minimum or maximum transaction amount as a condition for honoring a Card; (c) require a Cardholder to complete a postcard or similar device that includes the Cardholder's account number, card expiration date, signature, or any other Card account data in plain view when mailed; (d) add any surcharge to transactions; (e) add any tax to transactions, unless Applicable Law expressly requires that Customer be permitted to impose a tax (any tax amount, if allowed, must be included in the transaction amount and not collected separately); (f) submit any transaction receipt for a transaction that was previously charged back to NAYAX and subsequently returned to Customer, irrespective of Cardholder approval (Customer may pursue payment from the Cardholder outside the Card Brand system); (g) accept a Card for an unlawful Internet gambling transaction; (h) request or use a Card account number of any purpose other than as payment for its goods or services; (i) disburse funds in the form

of travelers cheques, if the sole purpose is to allow the Cardholder to make a cash purchase of goods or services from Customer; (j) disburse funds in the form of cash; (k) accept a Card for the purchase of scrip; (l) accept a Card for manual cash disbursement; (m) accept a Card to collect or refinance existing debt that has been deemed uncollectible by the business providing the associated goods or services; (n) enter into a transaction that represents collection of a dishonored check; (o) charge a convenience fee which does not meet the criteria set by the Card Brand rules; (p) request or store a Card Verification Value 2 (“**CVV2**”) from a Cardholder’s Card; or (q) accept or submit a transaction that (1) does not result from a sale between Customer and the Cardholder, and/or (2) results from a transaction between the Cardholder and another merchant. Customer hereby consents to NAYAX providing to the Card Brand(s) all necessary and/or appropriate information, as determined in NAYAX’s sole discretion, about Customer and/or any transaction that may be requested by such Card Brand(s). NAYAX, Acquirer, its Sponsor Bank, and each of the Card Brands, each of their internal and external auditors, and each of their regulators may audit compliance with this Agreement, compliance with federal and state laws, rules, regulations and guidance applicable to the services, Card acceptance and Transaction processing, and data security provisions, including Card Brand compliance. Customer will make available its records maintained and produced under this Agreement, and Customer’s facilities will be made accessible, upon notice during normal business hours for examination and audit. Nothing in this section may be construed to require Customer to give access to its facilities, personnel or records in a manner that unreasonably interferes with its business operations. Each party will bear its expenses of any audit, save that Customer will bear the cost of any audit carried out at the request of Sponsor Bank or a Card Brand.

9. **Employees of Customer.** Customer is responsible under this Agreement for all actions of its employees.
10. **Duplicate Transactions.** Customer may not deposit duplicate transactions. NAYAX may debit Customer for any adjustments for duplicate transactions and

Customer is liable for any Chargebacks resulting therefrom.

11. **Deposit of Fraudulent or Illegal Transactions.** Customer may not accept or deposit any fraudulent or illegal transaction, or any transaction that the Customer knows or should have known was illegal, and may not under any circumstances present for processing or credit, directly or indirectly, a transaction which originated with any other merchant or any other source other than transactions arising from bona fide purchases from Customer for the goods and services for which Customer has been approved under this Agreement. If Customer deposits any prohibited or illegal transaction, NAYAX may: (a) immediately terminate this Agreement; (b) withhold funds and demand an escrow as provided in this Agreement; and/or (c) report the Customer to the Card Brands. Customer shall fully comply with any forensic investigation conducted by NAYAX, Acquirer, its Sponsor Bank, or any Card Brand(s) until such investigation is completed.
12. **Allocation of Risk** – The Customer agrees that with respect to any transaction (including, for avoidance of doubt, any initial or partial pre-authorization, or any incremental amount sought under Multi-Vend Transactions), that clears but is subsequently declined or any incremental amount which is declined by the card processor for non-sufficient funds or other reasons, the risk of the associated loss of vended product, settlement funds, Processing Fee or any other fee related to such transaction shall be assumed in its entirety by the Customer. NAYAX may deduct any relevant amounts from the amount of net revenues to be tendered to the Customer on a monthly basis, or may charge the Customer separately, therefore. Customer hereby acknowledges and agrees that NAYAX may offset any settlement, clearing, or payment obligations arising hereunder through inter-entity coordination arrangements with any member of the NAYAX group. Customer's obligations under this Agreement shall constitute joint and several liability with respect to any and all monetary or performance obligations Customer may owe to NAYAX and/or any member of the NAYAX Group arising under any agreement, instrument, or commercial relationship, whether presently existing or subsequently created.
13. **Settlement and Payment of Processing Fee** – NAYAX shall render a weekly statement to the Customer

during the term of this Agreement. This statement shall detail the net revenues resulting from the processing of transactions from the use of the Nayax Device and due to the Customer. Every week, NAYAX shall pay the Customer such net revenues, less (a) the amount of any refunds, (b) the Processing Fee, (c) any chargeback from the credit card processor, (d) any amounts incurred for fraudulent transactions, (e) any relevant bank charges, (f) any amounts required to be withheld by NAYAX pursuant to law, (g) any other amounts due to NAYAX, including but not limited to any accounts receivable to NAYAX, activation fees, fees under the Service Agreement, or the processor hereunder or by law, and (h) any other amounts due to NAYAX or any member of the NAYAX group, including but not limited to any accounts receivable to NAYAX or any NAYAX group entity, activation fees, fees under any Service Agreement or related agreement with any NAYAX group entity. The Customer acknowledges and agrees that the aforesaid statement may be rendered to it by any member of the NAYAX group of companies performing services on behalf of NAYAX, and that in such case all references to NAYAX in this Section shall be deemed to refer to such entity. Without limiting any other rights available to NAYAX under this Agreement or at law or in equity, NAYAX shall be entitled to offset, deduct, withhold, or otherwise retain from any amounts due or owing to Customer hereunder, or from any funds, property, or assets of Customer in NAYAX's possession or control, any and all amounts due or owing by Customer to NAYAX or any member of the NAYAX group, whether arising under this Agreement or any other agreement, arrangement, or obligation between Customer and NAYAX or any NAYAX group entity, and regardless of whether such amounts are presently due and payable or may become due in the future. This setoff right shall apply to all obligations of Customer, whether direct or indirect, absolute or contingent, liquidated or unliquidated, and whether arising by contract, tort, operation of law, or otherwise. NAYAX may exercise such offset rights through, *inter alia*, (i) direct deduction from any and all settlement amounts; (ii) retention of pending reimbursement funds; (iii) establishment of Reserve Accounts pursuant to Section 14 hereof; or (d) any combination of the foregoing as determined by NAYAX in its sole discretion. The provisions of this Section 13 constitute formal notice of offset under

applicable law, and NAYAX shall not be required to provide any additional notice to Customer prior to exercising such setoff rights. Customer hereby waives any right to receive additional notice of offset and acknowledges that this offset provision shall survive termination of this Agreement.

14. Although NAYAX has determined that Customer does not need to establish a reserve ("Reserve Account") to begin processing Transactions, NAYAX retains the right to impose a Reserve Account requirement upon Customer, in its reasonable discretion. If a Reserve Account is required, the Customer acknowledges and agrees that NAYAX may either require Customer to fund a Reserve Account or, in NAYAX's reasonable discretion, NAYAX may withhold amounts from settlement to be held in a Reserve Account by NAYAX. Customer further acknowledges and agrees that its Reserve Account may be commingled with reserve funds held for other Customers. Amounts held in the Reserve Account will remain in the Reserve Account until the risk of loss or other circumstances reasonably supporting NAYAX's imposition of the reserve have passed. The Customer acknowledges and agrees that this Reserve Account may be used to fund any and all chargebacks or returned items that Customer fails to satisfy as required in the Customer Agreement. In addition, NAYAX shall also have the right to offset and pay itself from the Reserve Account for all chargebacks, fees, damages, or other costs and expenses (including attorneys' fees and costs) that may arise out of processing Transactions for the Customer and for which Customer has agreed to pay NAYAX pursuant to the terms of this Agreement. In the event a reserve is held, Customer acknowledges and agrees that, until such time as all of the amounts owed by Customer and its obligations, including its obligation to pay all chargebacks, are paid to NAYAX in full or Customer has otherwise provided security for such obligations, all funds in the Reserve Account shall be considered to be held by NAYAX for NAYAX's sole interest, benefit, and protection, shall be considered to be the property of NAYAX, and shall not be considered to be held for the benefit of Customer or be considered to be an asset for or property of Customer. Notwithstanding any of the foregoing, as an additional and cumulative right under this Agreement, if NAYAX reasonably believes that Customer will in the future owe any such amounts

under this Agreement, including for returns, anticipated chargebacks, fines, fees, or any other item described in this Agreement, NAYAX may also identify, sequester, segregate or transfer to itself (including its own bank account(s)) any portion of the Reserve that NAYAX reasonably believes is needed to pay such obligation and may hold and use such amount for its own benefit and protection (as opposed to any such amount being held for Customer's benefit or the benefit of any third party). The customer shall not have any possessory or equitable interest in any funds identified, sequestered, segregated or transferred pursuant to this Section. The aforementioned rights and remedies are not intended to be exclusive and are intended to be cumulative of all of NAYAX's other rights and remedies under this Agreement and applicable law.

15. **Limitation or Termination by Acquirer, Sponsor Bank or Card Brand(s).** If requested or required by Acquirer, its Sponsor Bank or one or more Card Brand(s), NAYAX shall have the right to terminate this Agreement with immediate effect, and shall have no liability to Customer for doing so, save only for the proceeds of transactions (subject to all applicable fees and charges) as to which all of the following are true: (a) such transactions are submitted prior to such termination; (b) NAYAX has received the proceeds of such transactions; and (c) neither a Card Brand nor an Acquirer, its Sponsor Bank nor any law enforcement agency acting under Applicable Law has requested or required that such proceeds not be delivered to Customer.
16. **Separate Agreement.** Customer acknowledges that, in the event Customer's monthly volume of card transactions for cards associated with any given Card Brand exceeds monetary thresholds established by the Card Brands, Customer may be required to enter into a separate agreement with Acquirer or its Sponsor Bank.
17. **General** - the provisions of Sections 1-17 of the Service Agreement shall be deemed incorporated herein by reference.