

## **Business Practices Framework**

*Last updated: January 28, 2026*

### **Ethical Conduct**

Partner shall comply with Nayax's Expectations of Ethical Conduct available clicking [here](#) and Nayax's Sustainability Policies available at <https://ir.nayax.com/governance/Sustainability/default.aspx>, each as may be updated from time to time, both of which are hereby incorporated by reference and form an integral part of this Agreement.

### **Sanctions and Export Controls**

1. Partner represents and warrants that it:
  - 1.1. Is not subject to or a target of sanctions or restrictions under any applicable laws relating to
    - 1.1.1. Exports, reexports, transfers (in-country), or boycotts, including the U.S. Export Administration Regulations and International Traffic in Arms Regulations, the UK's dual-use export controls, and the EU's dual-use regulations ("**Export Control Laws**"); or
    - 1.1.2. Economic or trade sanctions, including the laws administered or enforced by the European Union or its member states, Israel, United Kingdom, or United States ("**Sanctions Laws**") (collectively, a "**Sanctioned Person**").
  - 1.2. Is not controlled or owned, individually or in aggregate, 50% or more by a Sanctioned Person.
  - 1.3. Is not organized, resident, or located in the countries listed on the following link <https://www.nayax.com/sanctioned-jurisdictions/>, or any other jurisdiction subject to or a target of comprehensive embargo under Sanctions Laws or Export Control Laws (collectively, "**Sanctioned Jurisdictions**").
  - 1.4. Does not engage in dealings
    - 1.4.1. In any Sanctioned Jurisdictions;
    - 1.4.2. With, or for the benefit of, any Sanctioned Persons or any person controlled or owned, individually or in aggregate, 50% or more by a Sanctioned Person;
    - 1.4.3. Without, or exceeding the scope of, any license or authorization required under any applicable laws Sanctions Laws or Export Control Laws;
    - 1.4.4. Any person with whom dealings or transactions are prohibited under Sanctions Laws or Export Control Laws.
  - 1.5. Is not in violation of any Sanctions Laws or Export Control Laws.

### **Anti Bribery and Anti-Corruption**

Partner shall comply with Nayax's Anti-Bribery Policy available by clicking [here](#).

Without limiting the generality of the foregoing or derogating from the provisions of the Anti-Bribery Policy, the following shall apply:

2. Partner warrants that in the performance of its obligations under this Agreement, Partner shall not act in any fashion or take any action which will render Partner or Nayax liable for a violation of the U.S. Foreign Corrupt Practices Act ("**FCPA**"), which prohibits the offering, giving or promising to offer or give, directly or indirectly, money or anything of value to any official of a government, political party or instrumentality thereof in order to assist Partner or Nayax in obtaining or retaining business, or any other applicable anti-bribery and corruption and anti-money laundering law.
3. Partner further warrants that it shall conduct appropriate due diligence and vetting of any third parties (including but not limited to agents, sub-distributors, consultants, or other intermediaries) with whom Partner conducts business in connection with this Agreement, to ensure that such third parties comply with all applicable anti-bribery and corruption and anti-money laundering laws.
4. Nayax shall have the right to terminate this Agreement immediately if Partner takes any action in violation of the FCPA or any other applicable anti-bribery and corruption and anti-money laundering law, or if Partner fails to conduct proper due diligence of third parties as required herein.
5. Partner shall indemnify and hold Nayax harmless from and against all losses, liabilities, damages and expenses (including reasonable attorneys' fees and costs) relating to Partner's breach of this Section.

6. Notwithstanding the provisions of Section 2 to 5 above, Partner shall notify Nayax in writing prior to the sale, transfer, or delivery of Products to any governmental body, agency, or entity, whether national, regional, or local. Such notification shall include the name of the governmental entity, the quantity and type of Products to be sold, and the intended use, if known. Nayax reserves the right to request any further information in connection with such notification.

#### **Child Labor Policy**

Partner represents and warrants that no portion of the Units, including any components, subcomponents or materials, was extracted, mined, produced, manufactured, assembled or processed using any form of Forced Labor. Without limiting the generality of the foregoing, Partner covenants it will (i) respect the human rights of its employees, provide a safe and appropriate working environment, eliminate discrimination, and provide equal opportunity in employment; (ii) not tolerate, and expect its Partners not to tolerate, Forced Labor, Human Trafficking, or Modern Slavery, as defined below, and will comply with applicable laws and regulations of related countries or regions regarding employment terms including wages and working hours; and (iii) strive to have its suppliers to agree to accept the same obligations as Partner has undertaken hereunder. The following definitions apply to this Clause:

1. **“Child Labor”** is a work that deprives children of their childhood, interferes with their ability to attend regular schools, and is mentally, physically, socially, or morally harmful.
1. **“Forced Labor”** means work or service which is exacted from any person under the menace of any penalty and for which the said person has not offered himself voluntarily. Forced Labor can include practices such as violence and intimidation, restriction of people’s movement or imprisonment; withholding wages or identity documents, or threats of denunciation to immigration or other governmental authorities to force them to stay on the job; or entangling them in manipulated debt.
2. **“Human Trafficking”** means the recruitment, transportation, transfer, harboring or receipt of people through force, fraud or deception, with the aim of exploiting them for profit.
3. **“Modern Slavery”** means the severe exploitation of other people for personal or commercial gain; modern slavery takes many forms, the most common forms of modern slavery are (not exhaustive list): Human Trafficking, Forced Labor, debt bondage/bonded labor, descent-based slavery, slavery of children, Child Labor, forced and early marriage.

#### **Conflict Minerals**

Partner shall comply with Nayax’s Conflict Minerals Policy available by clicking [here](#).

#### **Environmental, Health, and Safety**

The Partner acknowledges and agrees to comply with the REACH Regulation, European Regulation (EC) No. 1907/2006, concerning the Registration, Evaluation, Authorization, and Restriction of Chemicals (REACH), which entered into force in June 2007. Accordingly, the Partner shall ensure full compliance with all applicable provisions of the REACH Regulation, including the registration, evaluation, authorization, and restriction of chemicals, for any products manufactured and/or marketed within the European Union, and shall bear sole responsibility for adherence to these regulatory requirements.

As of September 2024, the latest update to the list of 233 Substances of Very High Concern (SVHCs) under the EU REACH Regulation was published on July 19, 2023. The Partner is obligated to ensure continuous compliance with all updates to the REACH Regulation, including maintaining adherence to any newly identified SVHCs applicable to its products.

The Partner shall comply with the RoHS Directive (EU) 2011/65/EU of the European Parliament and the Council, effective from October 17, 2011, regarding the restriction of the use of certain hazardous substances in electrical and electronic equipment to mitigate their environmental impact at the end of their lifecycle.