

Pre-Configuration Compensation Scheme Framework

Last updated: January 28, 2026

This Framework shall form an integral part of the Agreement, and its provisions shall apply in addition to all the provisions of the Agreement, except for provisions that are explicitly modified by this Framework. All other provisions of the Agreement that have not been modified by this Framework shall continue to apply. In the event of a conflict and/or inconsistency between the provisions of the Agreement and the provisions of this Framework, the provisions of this Framework shall apply and prevail over any other conflicting provision. All terms shall have the meaning assigned to them in the Agreement, except where their definition has been explicitly changed in this Framework.

Nayax may, at its discretion, allow Eligible Partners to participate in the Pre-Configuration Compensation Scheme (all as defined below), subject to the terms and conditions set forth in this Framework.

1. Eligible Partner. An “**Eligible Partner**” is a Partner that manufactures and/or acquires and retrofits EV Chargers to integrate or embed the Nayax Devices (referred to in the Agreement as a Combined Offering) and distributes or sells the Combined Offerings (directly, or through its affiliates or representatives) in the US and Canada (the “**Target Markets**”), *provided that*, all Combined Offerings distributed in the Target Markets are actually outfitted with Nayax Devices and pre-configured to connect to the Nayax Energy Core upon activation (the “**Configured Devices**”).
2. Pre-Configuration Certification. The pre-configuration must comply with Nayax’s written instructions and specifications and must complete Nayax’s certification process to ensure proper functioning and interoperability between the EV Chargers, the Nayax Devices and Nayax Energy Core. The Partner acknowledges that the instructions and specifications may change from time to time, and that the Partner must ensure that the pre-configuration is always up-to-date and fully functional, and if needed – re-certified by Nayax.
3. Pre-Configuration Compensation Scheme. A Partner found by Nayax to qualify as an Eligible Partner shall be entitled to a compensation equal to five percent (5%) of the amount actually received by Nayax as a ‘Per Transaction Fee’ made in a Configured Device in the Target Market (the “**Compensation**”) for a period of 36 months from the date of activation of such Configured Device. For avoidance of doubt, no compensation shall be made with respect to any amounts or payments received by Nayax other than the ‘Per Transaction Fee’. The Compensation will be made on a monthly basis, provided that if the accrued Compensation is less than US\$100, then such accrued Compensation shall be rolled over to the subsequent months until the aggregate accrued Compensation equals to or is higher than US\$100.
4. Customer Referrals by Nayax. The Partner shall provide Nayax with a preferential price list for the Configured Devices for the Target Market (the “**Price List**”). The Partner may update the Price List from time to time by way of at least 90 days prior written notice. Nayax may offer the Configured Devices to potential Customers in the Target Market. If a Customer purchases the Configured Devices from Nayax, Nayax shall purchase the Configured Devices from the Partner at the prices set forth in the Price List and resell them to the Customer at the price agreed between Nayax and the Customer (the “**Agreed Price**”). Alternatively, Nayax may, at its discretion, refer the Customer to purchase the Configured Devices directly from the Partner (or its representatives) at the Agreed Price, and the Partner shall provide Nayax with a copy of any purchase order placed by the referred Customer and shall remit to Nayax an amount which equals the positive difference between the Agreed Price and the Price List.
5. Ongoing Compliance. The entitlement for Compensation is conditioned upon ongoing compliance with the terms set forth herein. If a Partner breaches these terms and conditions (e.g., the Partner has been

found to distribute, directly or indirectly, any Combined Offerings in the Target Markets, which are not Configured Devices), the Partner's eligibility for any Compensation shall be revoked immediately. Nayax shall have the right to inspect and audit the Partner's facilities, books and records to ensure compliance with the terms of the Pre-Configuration Program, and the Partner undertakes to reasonably cooperate with Nayax in such inspection and audit.

6. Right to Terminate. Nayax has the right to terminate the Pre-Configuration Compensation Scheme at any time, at its sole discretion and without any liability, except that Nayax shall continue to pay the Eligible Partner the Compensation due to it with respect to Configured Devices which have been activated prior to the date of termination.