

Fuel Framework

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INTRODUCTION:

Nayax's wholly-owned subsidiaries, OTI PetroSmart and Roseman, provide certain Products (i.e., Nayax Units and Services) specifically designed for use in fuel dispensing sites (such as private fleet sites and public retail sites – hereinafter “**Fuel Customers**”), including fuel management, fuelling authorization, AVI (Automated Vehicle Identification), fleet fuel management, or telemetry and dispensing control environments (“**Fuel Products**”). Given the business requirement and unique environment in which the Fuel Products are intended to operate, specific requirements apply (in addition to all other terms and conditions of the Channel Partner Agreement) (“**Partner Policies**”).

Capitalized terms used but not defined in this Fuel Solutions Framework shall have the meanings ascribed to them in the Channel Partner Agreement.

PARTNER QUALIFICATIONS AND UNDERTAKINGS

1. Representations and Warranty. The Partner represents and warrants that it has all the necessary and required specific know-how, expertise, experience, skilled personnel, infrastructure, business relations, financial and other means, to act as a distributor of the Fuel Products in the Territory and to render services to Fuel Customers.
2. Training and certification. All of the Partner's personnel (including technicians, installers and any person performing work involving the Fuel Products) shall complete Nayax-approved training and hold valid certifications for the specific Fuel Products serviced. Certification currency, re-certification frequency and training fees shall be as set out in Exhibit A.
3. No Subcontracting. The Partner may engage subcontractors for activities requiring certified expertise only in coordination with Nayax and subject to the Fuel Customer's approval. All subcontracting activities shall be performed in accordance with Nayax's guidelines and instructions.
4. Regulatory compliance. The Partner is solely responsible, at its sole cost and expense, for obtaining, maintaining and renewing all petroleum sector, metrology, hazardous-area, safety, and environmental approvals, licenses, permits, and certifications required by applicable law for installation and operation in the Territory, and for ensuring that all installation, operation, and maintenance activities comply with such approvals and all applicable laws and regulations. The Partner shall promptly notify Nayax of any regulatory compliance matters involving the Fuel Products and shall provide reasonable assistance to Nayax in connection with any regulatory compliance activities, including but not limited to interactions with local standards institutions and regulatory authorities. Nayax will provide reasonable technical documentation needed for such approvals. The Partner shall provide Nayax with copies of all such approvals and permits as they become available.
5. End User License Agreement. The Partner shall require each Fuel Customer to execute End User License Agreement (EULA) in a form approved by Nayax prior to activation of any Fuel Products.

DEPLOYMENT AND COMMISSIONING

6. Commissioning and calibration. Before activating any Fuel Product, the Partner shall complete site commissioning, dispenser integration, calibration and verification against Nayax technical specifications and all applicable regulatory requirements, and document completion in the prescribed commissioning report, which shall be submitted to Nayax within three (3) business days of completion. Partner shall deploy only the most recent software and firmware versions released by Nayax.
7. Billing and Collection. The Partner shall be solely responsible for all billing and collection activities related to Fuel Products deployed at Fuel Customer sites.
8. Field validation and Go-Live. For any new integration or material change, the Partner shall conduct field tests that meet the minimum success criteria and performance KPIs set out in the Partner Policies. Go-Live requires Nayax written approval following submission and acceptance of the validation results.

9. Communications capabilities. The Partner undertakes to ensure that the Fuel Customer maintains a GSM SIM with an active data contract per device or controller to facilitate real-time transaction uploads to Nayax Core or the OTI PetroSmart or Roseman servers. Partner shall be responsible for any failures, delays, or losses resulting from inadequate connectivity or data services.
10. Changes to Fuel Products. The Partner may not, and shall not permit any Fuel Customer to, alter or modify the Fuel Products in any way without Nayax's explicit prior written approval. Nayax's approval may define scope, dependencies and responsibility allocation and the Partner and Fuel Customer may not deviate from the terms of such approval.
11. Peripheral Products Approval. The installation of any peripheral or ancillary product in connection with Fuel Products ("**Peripheral Product(s)**") shall require Nayax's prior written approval. The Partner shall submit a detailed description of any Peripheral Product, its intended integration with the Fuel Products, and any technical specifications to Nayax for review. Nayax shall have the right to approve or reject such Peripheral Product(s) in its sole discretion, and any installation without such approval shall constitute a material breach of this Agreement. Nayax's warranties under this Agreement shall not apply to any Fuel Products in connection with which Peripheral Products have been installed, whether or not such Peripheral Products were approved by Nayax, and Nayax shall bear no liability for any malfunction, defect, or failure arising from or related to the installation or operation of any Peripheral Product.

MAINTENANCE AND SUPPORT

12. After-sales service and maintenance. The Partner undertakes to provide the Customers with good and efficient after-sales services to enable them to properly and efficiently use the Fuel Products. The Partner shall operate a service desk and field service capability for Fuel Customers and maintain service records per site and device. The Partner shall provide 1st level support (in-country help desk support), 2nd level support (physical site visits by in-country support entity), and coordinate with Nayax for 3rd level support (remote support provided by Nayax in respect of software applications).
13. Service Level Agreement. All maintenance and support services provided by the Partner under this Framework shall be performed in accordance with this Framework and the Support Framework of the Partner Hub. In the event of any conflict or inconsistency between the terms of this Framework and the Support Framework, the terms of this Framework shall prevail and govern with respect to Fuel Products.
14. Service Infrastructure and Support Obligations. The Partner shall establish and maintain, either directly or through a qualified third-party service provider approved in writing by Nayax, adequate service infrastructure in the Territory for installation and maintenance of the Fuel Products. Such infrastructure shall include competent and experienced staff, sufficient premises, vehicles and facilities to meet local licensing requirements for after-sales service.
15. Maintenance and RMA. The Partner's maintenance operations shall include periodic examinations, repairs, defect remediation, parts replacement, RMA procedures, and sufficient inventory of Fuel Products and spare parts as specified in this Framework, or if not specified, as reasonably determined by Nayax to ensure same-day or next-business-day service response to ensure the business continuity of and timely service to Fuel Customers. The Partner shall maintain buffer stock of key spares for both warranty and damage/other replacement. When replacing components due to warranty failure, the Partner shall take the appropriate component from local stock and return the failed component to Nayax under the warranty process, in accordance with Nayax's RMA Framework, and Nayax will repair or replace the faulty component which will then be shipped back to the Partner and returned to local stock.
16. On-Site Support Service Levels. The Partner shall provide on-site support services in accordance with the following service levels: (a) Remote support: receive call, log, perform diagnostics, apply remote fix or assign an onsite callout within 4 hours from receipt of call; (b) Escalate to further action within 4 hours from diagnosis of issue; (c) Configure replacement equipment ordered by the customer for delivery to site within 12 hours from receipt of equipment received; (d) On-site engineer/technician response for rural/outlying areas within 72 hours from time of replacement equipment received; (e) On-site engineer/technician response for

urban/metropolitan areas within 24 hours from time of equipment received; (f) General total turnaround time of 12 hours for issue resolution.

17. **Site Monitoring.** The Partner shall monitor sites daily to ensure sites are connecting, transacting, and uploading transaction data. If a site has not transacted or uploaded data within a 24-hour period, the Partner shall dial into the site remotely to diagnose issues and provide updates or site fixes. The Partner shall contact the site fleet manager to alert them to any issues detected on site and create a ticket within the Partner's ticketing system. If a site technician is required to go to site to replace hardware, the Partner shall log a call with the in-country contractor who will have spares on hand to replace hardware.
18. **Technical Support Infrastructure.** The Partner shall establish and maintain a technical support helpdesk comprising technical staff experienced in IT software development and electrical engineering. All calls received shall be created within the Partner's ticketing system and a reference number recorded for the issue logged. The Partner's tech support operators shall diagnose problems by way of diagnostic tools to determine if the fault can be resolved remotely (software related) or if an engineer/technician is required to go to site to perform a hardware replacement. The Partner shall conduct regular in-house training programs to transfer relevant knowledge and software/hardware updates to ensure technical staff are up to date with all technical information required.
19. **VPN and Remote Access.** The Partner shall encourage Fuel Customers to adopt the use of VPN facilitated via combined 4G (2 x ISP for failover), WAN and network switch functionality hardware router. The VPN network shall be reserved exclusively for Nayax's team of experts to gain inbound remote access whilst leveraging industry standard levels of encryption to maintain data security and integrity. Each support technician shall have appropriate user credentials and procedures to follow when accessing a site.
20. **Post-Termination Continuity.** Notwithstanding any termination or expiration of this Agreement, if so requested by Nayax in writing, the Partner shall be required to continue to perform its pre-existing service and support obligations towards the Fuel Customers in the Territory for as long as Customers continue to make use of the Fuel Products; Nayax undertakes to continue to supply replacement parts and Fuel Products under commercially reasonable conditions, including pricing that reflects then-current market rates and Nayax's standard terms, for the purpose of such continuity, subject to Nayax's limited warranty and subject to the terms of the Agreement.

DATA AND REPORTING

21. **Reporting.** The Partner shall provide quarterly written operational and sales reports in a form reasonably specified by Nayax, covering pipeline and closed sales, site installations and activations, recurring failures and corrective actions, collection status and aging of receivables from Fuel Customers, and market feedback. Reporting deadlines and any additional periodic reports shall follow the Partner Policies. All such reports and information shall be retained by Nayax for a maximum period of twelve (12) months from the date of submission, or for such longer period as may be required by applicable law, after which they shall be deleted or destroyed.
22. **Records and Logs.** The Partner shall maintain accurate technical logs, site configurations, calibration records and service histories for each Fuel Customer site and make them available to Nayax upon reasonable request. All such Records and Log shall be retained by Nayax for a maximum period of twelve (12) months from the date of submission, or for such longer period as may be required by applicable law, after which they shall be deleted or destroyed.
23. **Incident Reporting.** The Partner shall promptly notify Nayax in writing of any system malfunction, technical failure, performance deviation, safety incident or regulatory breach at a fuel dispensing site involving Fuel Products and in no event later than three (3) business days following detection and cooperate on investigation and remediation. In cases involving suspected fraud, theft, or unauthorized access to the Fuel Products or related systems, the Partner shall notify Nayax immediately upon discovery.

NON-COMPETITION ; NON-CIRCUMVENTION

24. Sourcing. The Partner may not obtain or otherwise acquire or procure the Fuel Products for distribution or resale from any person other than Nayax or Nayax authorized channel partners.
25. Non-Circumvention and Registered Opportunities. A Registered Opportunity (as defined in the Commercial Exhibit A) shall receive protection for the defined Protection Window agreed in this Framework (as specified in the table below). During such window, Nayax shall not engage directly with the registered customer or prospect regarding the specific opportunity without the Partner's consent. The window shall automatically lapse upon expiry of the defined period or upon the Partner's failure to actively pursue the opportunity. No exclusivity beyond that scope is conferred.