

Solution proposal and SOW Marshall

EGAT Diamond Service., Co. Ltd

Revision: 1.0

Confidentiality Declaration

This document is the confidential property of Nayax Ltd. Any reproduction or distribution of this document, in whole or in part, or the disclosure of any of the information contained herein, without the prior written consent of Nayax Ltd. is prohibited. This document and any supplemental material supplied as part of any review must be returned to Nayax Ltd. upon request.

Notice: This document may go through material revisions over time. While the Company will make every effort to keep readers updated as changes occur, care must be taken by the reader to make sure they are reading the latest version. Version numbers appear in the title page and revision history page of this document.

© 2024 Nayax Ltd. All rights reserved. Nayax, the Nayax logo are either trademarks or registered trademarks of Nayax in the United States and/or other countries. All other trademarks or brand names are properties of their respective holders



Revision History

Ву	Date	Rev	Description of Changes
Max Bachmutsky	6/3/2024	1.0	Initial version



Table of Contents

Solut	tion proposal and SOW Marshall	1	
Revis	sion History	2	
1 Introduction			
2 P	roposed solution	5	
2.1	Marshall	5	
2.1	.1 Marshall SDK	6	
2.2	Transactions	6	
2.2	.1 Reporting	6	
3 C	ommercial offer	7	
3.1	Integration approach	7	
3.2	Assumptions	7	
3.3	Fees	7	
3.4	Payment Schedule	7	
3.5	Payment terms	7	
		7	
3.6	Terms and Conditions		
	Terms and Conditionserms and Conditions		



1 Introduction

NAYAX is pleased to present Placeholder with a comprehensive solution for seamless integration via Marshall protocol (serial), designed to complement NAYAX's robust, fully redundant, and PCI-DSS certified payment service. This integration will leverage the advanced capabilities of the Nayax VPOS Touch\ONYX device, ensuring secure and efficient payment processing. The proposal outlined in this document highlights the key features and benefits of this collaboration, emphasizing NAYAX's commitment to delivering reliable, innovative, and compliant payment solutions tailored to meet Placeholder's operational needs.



2 Proposed solution

2.1 Marshall

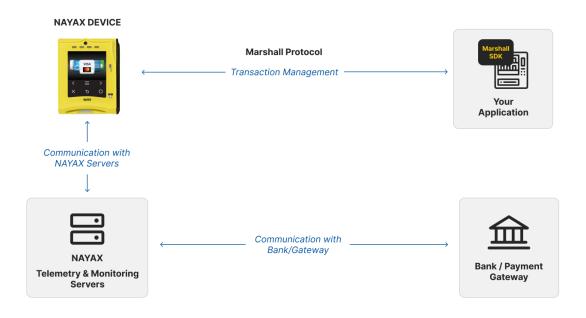
The Marshall Protocol is a proprietary communication protocol developed by Nayax. It is designed as a robust communication protocol that accommodates reliable transaction exchange between a VMC (vending machine controller) and the VPOS(TM) line of products.

As a proprietary protocol, it provides a very rich payment API with:

- Pre-selection
- Pre-authorization
- Multi-session
- Multi-vending
- Always-idle

As well as other services such as:

- Modem services (VPOS can serve as an external modem)
- Display control (you can use the VPOS as a product selection device)
- Time services
- Much more



Regarding the above diagram:



- At the core is the Nayax device, which manages transactions. This device communicates with Nayax payment and monitoring servers for transaction processing, which, in turn, interact with banks or payment gateways to finalize payments.
- The blue arrows indicate the primary transaction flow between the Nayax device server and banks.
- The host machine communicates with the VPOS over marshall protocol.

2.1.1 Marshall SDK

The Marshall SDK provides an easy and comprehensive facility for using the VPOS device without the hassle of messing with bits and bytes of the Marshall protocol.

The SDK is provided in various common programming languages: C,C#, JAVA

Marshall Developer zone

2.2 Transactions

The solution will support credit/debit card payments, and NAYAX Prepaid cards as detailed below.

2.2.1 Reporting

A unique account may optionally be set at Amazon SQS for secure sharing of transactions with Placeholder. Transactions reported will include payment card data, subject to relevant data security and compliance regulations.



3 Commercial offer

1.1 Integration approach

NAYAX will assign a Project Manager to be the main contact for Placeholder for the purpose of this integration. The Project Manager will be available to answer any questions/provide guidance and clarifications and will set up meetings with the participation of domain experts at NAYAX as needed.

1.2 Assumptions

For the purpose of this Project, the following assumptions shall apply to the Services rendered:

- As part of the project, Placeholder will be responsible for acceptance testing of the solution
- Any changes to the NAYAX effort set out shall be agreed through the change control process set out in section **Error! Reference source not found.**.

1.3 Fees

	INTEGRATION FEE	
One-time payment (incl. integration setup, professional services support,		€4,000/4,500\$
	solution certification)	€4,000/4,300Ş

Upon the purchase of at least 30 payment devices within the first 3 months from the date of the integration completion, the integration fee will be waived by means of a discount on the payment devices order.

NAYAX will carry all risk of project overrun and will not charge in case additional time and material is required to deliver the project. Changes and requests for additional features by the Customer do not constitute project overrun and are governed by the Change Control Process provisions appearing in the T&C

1.4 Payment Schedule

- 50% of the total amount payable upon receipt of signed SOW followed by integration kit delivery.
- 50% of the total amount payable upon release of completed deliverables for acceptance testing by the customer.

1.5 Payment terms

Payment shall be due within thirty (30) days from the invoice date.

1.6 Terms and Conditions

This Statement of Work ("**SOW**") is subject to and governed by the <u>T&Cs</u> which are hereby incorporated by reference in their entirety. The T&Cs shall apply in their entirety to all work, services, deliverables, and obligations contemplated by or arising from this SOW. In the event of any inconsistency or conflict between the provisions of this SOW and the T&Cs, the provisions of this SOW shall prevail, to the extent of such inconsistency or conflict. The parties hereto acknowledge and agree that they have read, understood, and



unconditionally accept the T&Cs, and that such T&Cs constitute a binding and enforceable agreement between them.

4 Terms and Conditions

In WITNESS WHEREOF each Party has caused this SOW to be executed by its duly authorized representatives.

Placeholder	Nayax Ltd.
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

⁻⁻ End of Document --



Appendix A1: Customer Marketing and Reference Opt-Out

By selecting this box, I hereby notify Nayax that the Customer does not authorize Nayax to:

- 1. Publicly reference the integration between the Customer and Nayax.
- 2. Include any information regarding this integration in marketing and promotional materials.
- 3. Reference parties' business relationship in commercial communications.

If this box remains unchecked, Nayax may use the above references, provided that no Confidential Information as defined in the T&Cs is disclosed. The Customer maintains the right to withdraw any authorization at any time by submitting written notice to Nayax.