



## Clearing Agreement

Company: **Effingham County BOC** (the "Customer")

TIN: 586000821

**WHEREAS**, NAYAX LLC ("**NAYAX**") has sold to the Customer a NAYAX remote unit (such unit, a "**NAYAX Unit**") enabled to connect to NAYAX's central server; and **WHEREAS**, concurrently with the execution of this agreement, the Customer has executed the Nayax Service Agreement ("**Service Agreement**");

**NOW, THEREFORE**, the parties have agreed as follows:

- 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 Unit enabled to connect to NAYAX's Central Server ("**Equipment**"). Customer acknowledges and agrees that (a) some 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 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 Equipment. 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 1** attached hereto 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.
- 4. Allocation of Risk** – The Customer agrees that with respect to any transaction that clears but is subsequently 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 therefor.
- 5. Settlement and Payment of Processing Fee** – NAYAX shall render a weekly statement to the Customer during the term of this Agreement. Such statement shall detail the net revenues resulting from the processing of transactions from the use of the Equipment 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 and (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. The Customer acknowledges and agrees that the aforesaid statement may be rendered to it by the member of the NAYAX group of companies performing the 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.
- 6. General** - the provisions of Sections 3-15 of the Service Agreement shall be deemed incorporated herein by reference.



Schedule 2

DIRECT DEPOSIT (ACH) AGREEMENT FORM

Authorization Agreement

I (BELOW NAME AND SIGNATURE) HEREBY AUTHORIZE NAYAX AND ITS DESIGNATED FINANCIAL AGENTS TO INITIATE ELECTRONIC FUNDS TRANSFER OF PAYMENTS AS GOVERNED BY THE (NACHA) RULES. THE AUTHORIZATION OF DIRECT CREDIT (DEPOSITS) OR DEBIT (WITHDRAWALS) IS TO REMAIN IN EFFECT UNTIL NAYAX RECEIVES 10-DAY WRITTEN NOTIFICATION OF TERMINATION FROM AN OFFICIAL AGENT OF YOUR COMPANY. ANY CHANGES TO THE INFORMATION PROVIDED BELOW MUST BE SUBMITTED BY AN OFFICIAL AGENT OF YOUR COMPANY AND BE PROVIDED ON AN UPDATED AND SIGNED SCHEDULE 2 "DIRECT DEPOSIT (ACH) FORM".

Company Information

Table with company details: Company Name: Effingham County BOC, Customer #: US323068, Finance Contact Name: Mark Barnes, Address: 804 South Laurel Street, City: Springfield, State: Georgia, Zip Code: 31329, Phone Number: +19127542111, Fax Number: [blank], Email to send reimbursement statements: MBARNES@EFFINGHAMCOUNTY.ORG; ACCOUNTSPAYABLE@EFFINGHAMCOUNTY.ORG; REVENUEDESK@EFFINGHAMCOUNTY.ORG; LHOFFMAN@EFFINGHAMCOUNTY.ORG; ABRUTON@EFFINGHAMCOUNTY.ORG

Bank Information

Table with bank details: Name of Financial Institution, Name on Account, Routing Number (9 digits), Account Number, Account Type. All fields are redacted with black boxes.

Effingham County Board of Commissioners

Acceptance By: Wesley Corbitt, Chairman

Signature:

Date: