SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

Current Report Pursuant to Section 13 or 15(d) of
The Securities Exchange Act of 1934

Date of report (Date of earliest event reported): October 9, 2019

USA TECHNOLOGIES, INC.

(Exact name of registrant as specified in its charter)

Pennsylvania	001-33365	232679963
(State or other jurisdiction of incorporation or organization)	(Commission File Number)	(I.R.S. Employer Identification No.)

100 Deerfield Lane, Suite 300
Malvern, Pennsylvania 19355
(Address of principal executive offices and zip code)

Registrant's telephone number, including area code: 610-989-0340

n/a
Former name or former address, if changed since last report

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, no par value	USAT	The NASDAQ Stock Market LLC
Series A Convertible Preferred Stock, no par value	USATP	The NASDAQ Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry Into a Material Definitive Agreement.

Pursuant to a Stock Purchase Agreement dated October 9, 2019 (the “Stock Purchase Agreement”) between the Company and Antara Capital Master Fund LP (“Antara”), on October 9, 2019 (the “Closing Date”), the Company sold to Antara 3,800,000 shares of the Company’s common stock (the “Shares”) at a price of $5.25 per share for a total of $19,950,000. Antara has agreed not to dispose of the Shares for a period of 90 days from the Closing Date. The net proceeds from the transaction will be used for working capital and general corporate purposes. In connection with the private placement, William Blair & Company, L.L.C. (“Blair”) acted as exclusive placement agent for the Company and received a cash placement fee of $1,197,000.

Pursuant to the Stock Purchase Agreement, the Company and Antara entered into a Registration Rights Agreement dated October 9, 2019 (the "Registration Rights Agreement"), pursuant to which the Company has agreed, at its expense, to file a registration statement under the Securities Act of 1933, as amended (the "Act"), with the Securities and Exchange Commission (the "SEC") covering the resale of the Shares by Antara (the "Registration Statement"). The Company will be required to pay certain negotiated cash payments to Antara in the event that the Registration Statement is not filed within 30 days of the Closing Date or if the Registration Statement is not declared effective within three months of the Closing Date, subject to the terms of the Registration Rights Agreement.

On October 9, 2019, the Company also entered into a Debt Commitment Letter (the “Debt Commitment Letter”) with Antara, pursuant to which Antara has committed to extend to the Company a $30 million senior secured term loan facility (“Term Facility”). The Term Facility is subject to various closing conditions, including the execution and delivery of definitive loan documentation by the Company and Antara on or before October 31, 2019. Pursuant to the Debt Commitment Letter, the Company will draw $15 million of the Term Facility concurrently with the execution of the definitive loan documentation, and subject to the terms of the definitive loan documentation, will draw the remaining $15 million during the period commencing on the nine-month anniversary and terminating on the eighteen-month anniversary of the execution of the definitive loan documentation. The outstanding amount of the draws under the Term Facility will bear interest at 9.75% per annum, payable monthly in arrears. Upon the execution of the Debt Commitment Letter, the Company paid to Antara a non-refundable commitment fee of $1,200,000. Blair acted as exclusive placement agent for the Company and received a cash placement fee of $750,000.

Item 3.02. Unregistered Sales of Equity Securities

The disclosure provided in Item 1.01 of this Current Report on Form 8-K is hereby incorporated by reference into this Item 3.02.

Antara qualifies as an accredited investor as such term is defined in Rule 501 under the Act. The offer and sale of the Shares by the Company to Antara are exempt from the registration requirements of the Act pursuant to Section 4(a)(2) thereof and Rule 506 of Regulation D promulgated thereunder.

The description of the Stock Purchase Agreement, the Registration Rights Agreement and the Debt Commitment Letter in this Current Report on Form 8-K does not purport to be complete and is qualified in its entirety by reference to the Stock Purchase Agreement, the Registration Rights Agreement, and the Debt Commitment Letter, which are filed as Exhibits 10.1, 10.2, and 10.3, respectively, to this Current Report and are incorporated herein by reference.

Item 8.01 Other Events.

On October 9, 2019, the Company issued a press release announcing the closing under the Stock Purchase Agreement and the execution of the Debt Commitment Letter. A copy of the press release is furnished herewith as Exhibit 99.1 and is incorporated herein by reference.

The information in Item 8.01 in this Current Report on Form 8-K and the Exhibit 99.1 attached hereto shall not be deemed "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that Section, nor shall it be deemed incorporated by reference into any filing under the Act or the Securities Exchange Act of 1934, as amended.

Item 9.01. Financial Statements and Exhibits

Exhibit 10.1	Stock Purchase Agreement dated October 9, 2019 by and between the Company and Antara Capital Master Fund LP
Exhibit 10.2	Registration Rights Agreement dated October 9, 2019 by and between the Company and Antara Capital Master Fund LP
Exhibit 10.3	Debt Commitment Letter dated October 9, 2019 by and between the Company and Antara Capital Master Fund LP.
Exhibit 99.1	Press release of the Company dated October 9, 2019

SIGNATURES

Pursuant to the Securities Exchange Act of 1934, the Company has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

USA TECHNOLOGIES, INC.

Dated: October 9, 2019

By: /s/ Stephen P. Herbert
Stephen P. Herbert,
Chief Executive Officer

Exhibit 10.1

STOCK PURCHASE AGREEMENT

by and between

USA TECHNOLOGIES, INC.

and

ANTARA CAPITAL MASTER FUND LP

Dated as of October 9, 2019

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STOCK PURCHASE AGREEMENT

This STOCK PURCHASE AGREEMENT, dated as of October 9, 2019 (this "Agreement"), is by and between USA Technologies, Inc., a Pennsylvania corporation (the "Company"), and Antara Capital Master Fund LP, a Cayman Islands exempted limited partnership (the "Investor").

WHEREAS, the Company desires to sell to the Investor, and the Investor desires to purchase from the Company, 3,800,000 shares of Common Stock (the "Shares") in accordance with the provisions of this Agreement; and

WHEREAS, at the Closing (as defined below), the Company and the Investor will concurrently enter into a registration rights agreement in the form attached hereto as Exhibit A (the "Registration Rights Agreement"), pursuant to which the Company will provide the Investor with certain registration rights with respect to the Shares (as defined below) acquired pursuant hereto.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and the Investor, intending to be legally bound, hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. As used in this Agreement, the following terms have the meanings indicated:

"Affiliate" means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with, the Person in question. As used herein, the term "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

"Aggregate Purchase Price" means the product of (i) Purchase Price multiplied by (ii) the aggregate number of Shares.

"Agreement" has the meaning set forth in the introductory paragraph.

"Anti-Money Laundering Laws" has the meaning specified in Section 3.8(b).

"Approved Sale" shall mean a sale of the Company to any Person (whether by merger, consolidation, sale of all or substantially all of its assets or sale of all or a majority of the outstanding capital stock) that is approved by the board of directors of the Company.

"Business Day" means a day other than (a) a Saturday or Sunday or (b) any day on which banks located in New York, New York are authorized or obligated to close.

"Bylaws" has the meaning specified in Section 2.3(f).

"Charter" means the Amended and Restated Articles of Incorporation of the Company, as amended.

"Code" means the Internal Revenue Code of 1986, as amended.

"Closing" has the meaning specified in Section 2.2.

"Closing Date" has the meaning specified in Section 2.2.

"Commission" means the United States Securities and Exchange Commission.

"Commitment Letter" has the meaning specified in Section 2.5(e).

"Common Stock" means the common stock, without par value, of the Company.

"Company" has the meaning set forth in the introductory paragraph.

"Company SEC Documents" has the meaning specified in Section 3.11.

"Dispose of" means any (i) offer, pledge, sale, contract to sell, sale of any option or contract to purchase, purchase of any option or contract to sell, grant of any option, right or warrant for the sale of, or other disposition of or transfer of any, including any "Short Sale" or similar arrangement, or (ii) swap, hedge, derivative instrument, or any other agreement or any transaction that transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of shares of Common Stock, whether any such swap or transaction is to be settled by delivery of securities, in cash or otherwise.

"Draft Filings" means the Company's (i) Form 10-K filing for the fiscal year ended June 30, 2019, (ii) Form 10-Q for the quarterly period ended December 31, 2018, (iii) Form 10-Q for the quarterly period ended March 31, 2019, and (iv) Form 10-Q for the quarterly period ended September 30, 2018, in each case, in the form provided to the Investor on or about October 2, 2019.

"Employee Benefit Plan" means any "employee benefit plan" within the meaning of Section 3(3) of ERISA, including, without limitation, all stock purchase, stock option, stock-based severance, employment, change-in-control, medical, disability, fringe benefit, bonus, incentive, deferred compensation, employee loan and all other employee benefit plans, agreements, programs, policies or other arrangements, whether or not subject to ERISA, under which (x) any current or former employee, director or independent contractor of the Company or its subsidiaries has any present or future right to benefits and which are contributed to, sponsored by or maintained by the Company or any of its respective subsidiaries or (y) the Company or any of its subsidiaries has had or has any present or future obligation or liability

"Environmental Laws" has the meaning specified in Section 3.27.

"Equity Interests" has the meaning specified in Section 3.2(b).

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" means any member of the Company's controlled group as defined in Code Section 414(b), (c), (m) or (o).

"Exchange Act" means the Securities Exchange Act of 1934, as amended from time to time, and the rules and regulations of the Commission promulgated thereunder.

"Foreign Benefit Plan" means any Employee Benefit Plan established, maintained or contributed to outside of the United States of America or which covers any employee working or residing outside of the United States.

"GAAP" means U.S. generally accepted accounting principles.

"Governmental Authority" means, with respect to a particular Person, any country, state, county, city and political subdivision in which such Person or such Person's property is located or that exercises valid jurisdiction over any such Person or such Person's property, and any court, agency, department, commission, board, bureau or instrumentality of any of them and any monetary authority that exercises valid jurisdiction over any such Person or such Person's property. Unless otherwise specified, all references to Governmental Authority herein with respect to the Company mean a Governmental Authority having jurisdiction over the Company, its Subsidiaries or any of their respective properties.

"Indemnified Parties" has the meaning specified in Section 6.1.

"Indemnifying Party" has the meaning specified in Section 6.2.

"Intellectual Property" shall mean all patents, patent applications, trade and service marks, trade and service mark registrations, trade names, copyrights, licenses, inventions, trade secrets, domain names, technology, know-how and other intellectual property.

"Investor" has the meaning set forth in the introductory paragraph.

"Law" means any federal, state, local or foreign order, writ, injunction, judgment, settlement, award, decree, statute, law, rule or regulation.

"Lien" means any interest in property securing an obligation owed to, or a claim by, a Person other than the owner of the property, whether such interest is based on the common law, statute or contract, and whether such obligation or claim is fixed or contingent, and including the lien or security interest arising from a mortgage, encumbrance, pledge, security agreement, conditional sale or trust receipt or a lease, consignment or bailment for security purposes. For the purpose of this Agreement, a Person shall be deemed to be the owner of any property that it has acquired or holds subject to a conditional sale agreement, or leases under a financing lease or other arrangement pursuant to which title to the property has been retained by or vested in some other Person in a transaction intended to create a financing.

"Lock-Up Period" has the meaning specified in Section 5.2.

"Material Adverse Effect" has the meaning specified in Section 3.1.

"Nasdaq" means the Nasdaq Stock Market.

"Occupational Laws" has the meaning specified in Section 3.28.

"Operative Documents" means, collectively, this Agreement, the Registration Rights Agreement, and any amendments, supplements, continuations or modifications thereto.

"Person" means an individual or a corporation, limited liability company, partnership, joint venture, trust, unincorporated organization, association, government agency or political subdivision thereof or other form of entity.

"Press Release" has the meaning specified in Section 5.4.

"Purchase Price" has the meaning specified in Section 2.1(b).

"Purchase Price Payment" has the meaning specified in Section 2.6(a).

"Registration Rights Agreement" has the meaning set forth in the recitals hereto.

"Representatives" of any Person means the Affiliates of such Person and the officers, directors, managers, employees, agents, counsel, accountants, investment bankers and other representatives of such Person and its Affiliates.

"Sanctions" has the meaning specified Section 3.8(c).

"Sanctioned Country" has the meaning specified in Section 3.8(c).

"Sarbanes-Oxley Act" has the meaning specified in Section 3.25.

"Securities Act" means the Securities Act of 1933, as amended from time to time, and the rules and regulations of the Commission promulgated thereunder.

"Shares" has the meaning set forth in the recitals hereto.

"Short Sales" means, without limitation, all "short sales" as defined in Rule 200 promulgated under Regulation SHO under the Exchange Act, whether or not against the box, and forward sale contracts, options, puts, calls, short sales, "put equivalent positions" (as defined in Rule 16a-1(h) under the Exchange Act) and similar arrangements, and sales and other transactions through non-U.S. broker dealers or foreign regulated brokers.

"Subsidiary" has the meaning set forth in Section 3.1.

"Trading Affiliates" has the meaning set forth in Section 4.8.

ARTICLE II

AGREEMENT TO SELL AND PURCHASE

Section 2.1 Sale and Purchase.

(a) On the Closing Date, subject to the terms and conditions hereof, the Company hereby agrees to issue and sell to the Investor, and the Investor hereby agrees to purchase from the Company, the Shares, and the Investor agrees to pay the Company the Purchase Price for the Shares as set forth in paragraph (b) below.

(b) The amount per share of Common Stock the Investor will pay to the Company to purchase the Shares (the "Purchase Price") hereunder shall be $5.25 per share.

Section 2.2 Closing. Subject to the terms and conditions hereof, the consummation of the purchase and sale of the Shares hereunder (the "Closing") shall take place by the remote exchange of documents and signatures by facsimile or .PDF documents upon the satisfaction of the conditions set forth in Sections 2.3 and 2.4 (the date of such closing, the "Closing Date"). Unless otherwise provided herein, all proceedings to be taken and all documents to be executed and delivered by all parties at the Closing will be deemed to have been taken and executed simultaneously, and no proceedings will be deemed to have been taken or documents executed or delivered until all have been taken, executed or delivered.

Section 2.3 Investor's Conditions. The obligation of the Investor to consummate the purchase of the Shares shall be subject to the satisfaction on or prior to the Closing Date of each of the following conditions (any or all of which may be waived by the Investor in writing, in whole or in part, to the extent permitted by applicable Law):

(a) Substantially concurrently with the delivery of the Purchase Price Payment by the Investor, the Company shall file the Draft Filings (in substantially the same form previously reviewed by the Investor) with the Commission, in compliance with all applicable rules and regulations;

(b) [intentionally omitted]

(c) (i) The representations and warranties of the Company contained in this Agreement that are qualified by materiality or a Material Adverse Effect shall be true and correct when made and as of the Closing Date, (ii) the representations and warranties of the Company set forth in Section 3.2(b) shall be true and correct when made and as of the Closing Date and (iii) all other representations and warranties of the Company shall be true and correct in all material respects when made and as of the Closing Date, in each case as though made at and as of the Closing Date;

(d) Since the date of this Agreement, no event has occurred or condition or circumstance exists which has had, or is reasonably likely to have, individually or in the aggregate, a Material Adverse Effect; and

(e) The Company shall have delivered, or caused to be delivered, to the Investor at the Closing, the Company's closing deliveries described in Section 2.5. By acceptance of the Purchase Price Payment, the Company shall be deemed to have represented to the Investor that it has performed and complied in all material respects with the covenants and agreements contained in this Agreement that are required to be performed and complied with by it on or prior to the Closing Date; and the representations and warranties of such Company contained in this Agreement that are qualified by materiality are true and correct as of the Closing Date and all other representations and warranties of the Company are true and correct in all material respects as of the Closing Date.

Section 2.4 Company's Conditions. The obligation of the Company to consummate the issuance and sale of the Shares to the Investor shall be subject to the satisfaction on or prior to the Closing Date of each of the following conditions with respect to the Investor (any or all of which may be waived by the Company in writing, in whole or in part, to the extent permitted by applicable Law):

(a) The representations and warranties of the Investor contained in this Agreement that are qualified by materiality shall be true and correct when made and as of the Closing Date and all other representations and warranties of the Investor shall be true and correct in all material respects when made and as of the Closing Date; and

(b) The Investor shall have delivered, or caused to be delivered, to the Company at the Closing the Investor's closing deliveries described in Section 2.6. By acceptance of the Shares by the Investor, the Investor shall be deemed to have represented to the Company that it has performed and complied in all material respects with the covenants and agreements contained in this Agreement that are required to be performed and complied with by it on or prior to the Closing Date; and the representations and warranties of such Investor contained in this Agreement that are qualified by materiality are true and correct as of the Closing Date and all other representations and warranties of such Investor are true and correct in all material respects as of the Closing Date.

Section 2.5 Company Deliveries. At the Closing, subject to the terms and conditions hereof, the Company will deliver, or cause to be delivered, to the Investor:

(a) The Shares, which shall initially be delivered to the Investor in book-entry form and registered in the name of the Investor with the transfer agent of the Company. The Shares shall bear the legend or restricted notation set forth in Section 4.7 and shall be free and clear of any Liens, other than transfer restrictions under applicable federal and state securities laws;

(b) A certificate of the Secretary of State of the Commonwealth of Pennsylvania, dated as of a recent date, to the effect that the Company is in good standing;

(c) A cross-receipt executed by the Company certifying that it has received the Aggregate Purchase Price from the Investor as of the Closing Date with respect to the Shares issued and sold to the Investor;

(d) The Registration Rights Agreement, which shall have been duly executed by the Company;

(e) A commitment letter (the "Commitment Letter"), in form and substance satisfactory to the Investor, with respect to a senior secured delayed draw term loan facility by and between the Company and the Investor (on behalf of itself and certain of its Affiliates and accounts managed or sub-advised by it or its Affiliates), which Commitment Letter shall have been duly executed by the Company;

(f) An opinion addressed to the Investor from Lurio & Associates, P.C. legal counsel to the Company, dated as of the Closing, in the form and substance attached hereto as Exhibit B; and

(g) A certificate of the Secretary or an Assistant Secretary of the Company, certifying as to (1) the Charter and all amendments thereto, (2) the Amended and Restated By laws of the Company, as amended (the "Bylaws"), as in effect on the Closing Date, (3) board resolutions authorizing the execution and delivery of the Operative Documents and the consummation of the transactions contemplated thereby, including the issuance of the Shares and (4) its incumbent officers authorized to execute the Operative Documents, setting forth the name and title and bearing the signatures of such officers.

Section 2.6 Investor Deliveries. At the Closing, subject to the terms and conditions hereof, the Investor will deliver, or cause to be delivered, to the Company:

(a) Payment to the Company of the Purchase Price equal to $19,950,000 by wire transfer of immediately available funds to an account designated by the Company in writing prior to the Closing Date (the "Purchase Price Payment"); provided that such delivery shall be required only after delivery of the Shares as set forth in Section 2.5(a);

(b) The Registration Rights Agreement, which shall have been duly executed by the Investor; and

(c) The Commitment Letter, which shall have been duly executed by the Investor.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to the Investor as of the date of this Agreement as follows:

Section 3.1 Existence. The Company has been duly incorporated, is validly subsisting and is in good standing under the laws of the Commonwealth of Pennsylvania, with corporate power and authority to own, lease and operate its properties and conduct its business as described in the Draft Filings and Company SEC Documents; the Company is duly qualified as a foreign corporation to transact business and is in good standing in each other jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure to qualify or to be in good standing would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the business, properties, prospects, financial condition, stockholders' equity or results of operations of the Company and its subsidiaries taken as a whole (a "Material Adverse Effect"); each subsidiary of the Company other than those subsidiaries which would not, individually or in the aggregate, constitute a "significant subsidiary" as defined in Item 1-02(w) of Regulation S-X (each such "significant subsidiary" a "Subsidiary") is a corporation, partnership, limited liability company or business trust duly incorporated or organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization, with the requisite entity power and authority to own, lease and operate its properties except where the failure to qualify or be in good standing would not, individually or in the aggregate, have a Material Adverse Effect. The Company does not own or control, directly or indirectly, any corporation, association or other corporate entity that, individually or in the aggregate would constitute a Subsidiary, other than the subsidiaries listed on Schedule 3.1 hereto. On a consolidated basis, the Company and its Subsidiaries conduct their business as described in the Draft Filings and Company SEC Documents and each Subsidiary is duly qualified as a foreign corporation, partnership, limited liability company, business trust or other organization to transact business and is in good standing in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure to qualify or to be in good standing would not, individually or in the aggregate, result in a Material Adverse Effect.

Section 3.2 Shares; Capitalization.

(a) As of the date hereof, the Company has authorized (i) 640,000,000 shares of Common Stock, (ii) 1,800,000 shares of preferred stock and (iii) 900,000 shares of Series A convertible preferred stock, and all of the issued and outstanding shares of capital stock of the Company have been duly authorized and validly issued and are fully paid and non-assessable, free of all liens, charges and encumbrances and not in violation of or subject to any preemptive or similar rights. Except as otherwise disclosed in the Company SEC Documents or the Draft Filings, all of the issued and outstanding capital stock or other ownership interests of each Subsidiary of the Company (i) have been duly authorized and validly issued, (ii) are fully paid and non-assessable and (iii) are owned by the Company directly or through Subsidiaries, free and clear of any security interest, mortgage, pledge, lien, encumbrance, claim or equity except as described in the Company SEC Documents or the Draft Filings and except for such security interests, mortgages, pledges, liens, encumbrances, claims or equities that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) As of the date hereof, (i) the Company has 60,008,481 shares of Common Stock issued and outstanding, (ii) the Company has 445,063 shares of Series A convertible preferred stock issued and outstanding and (iii) the Company has options, warrants or other rights to acquire an aggregate of 1,151,075 shares of Common Stock issued and outstanding. Except as set forth in this Section 3.2(b), there are no outstanding: (i) options, warrants or other rights to subscribe for, purchase or acquire from the Company any Common Stock or other equity interests in the Company ("Equity Interests"); (ii) securities of the Company convertible into or exchangeable or exercisable for Equity Interests, voting debt or other voting securities of the Company; and (iii) options, warrants, calls, rights (including preemptive rights), commitments or agreements to which the Company is a party or by which it is bound in any case obligating the Company to issue, deliver, sell, purchase, redeem or acquire, or cause to be issued, delivered, sold, purchased, redeemed or acquired, additional shares of capital stock or any voting debt or other voting securities of the Company, or obligating the Company to grant, extend or enter into any such option, warrant, call, right, commitment or agreement.

Section 3.3 No Conflict. The issue and sale of the Shares, the execution, delivery and performance by the Company and its Subsidiaries of the Operative Documents, the application of the proceeds from the sale of the Shares, the consummation of the transactions contemplated hereby and thereby, will not (a) conflict with or result in a breach or violation of any of the terms or provisions of, impose any lien, charge or encumbrance upon any property or assets of the Company or any of its Subsidiaries, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement, license, lease or other agreement or instrument to which the Company or any of its Subsidiaries is a party or by which the Company or any of its Subsidiaries is bound or to which any of the property or assets of the Company or any of its Subsidiaries is subject, (b) result in any violation of the provisions of the Charter or Bylaws (or similar organizational documents) of the Company or any of its Subsidiaries, or (c) result in any violation by the Company or any Subsidiary of any statute or any judgment, order, decree, rule or regulation of any court or governmental agency or body having jurisdiction over the Company or any of its Subsidiaries or any of their properties or assets, except, with respect to clauses (a) and (c), conflicts or violations that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect or would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of the Company or any of its Subsidiaries to perform their respective obligations under this Agreement or any of the Operative Documents.

Section 3.4 No Default. Neither the Company nor any of its Subsidiaries (a) is in violation of its respective charter or bylaws (or similar organizational documents), (b) is in default, and no event has occurred that, with notice or lapse of time or both, would constitute such a default, in the due performance or observance of any term, covenant, condition or other obligation contained in any indenture, mortgage, deed of trust, loan agreement, license or other agreement or instrument to which it is a party or by which it is bound or to which any of its properties or assets is subject, or (c) except as disclosed in the Company SEC Documents or in the Draft Filings, is in violation of any statute or any order, rule or regulation of any court or governmental agency or body having jurisdiction over it or its property or assets or has failed to obtain any license, permit, certificate, franchise or other governmental authorization or permit necessary to the ownership of its property or to the conduct of its business, except in the case of clauses (b) and (c), to the extent any such conflict, breach, violation or would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect or cause a material adverse effect on the ability of the Company or any of its Subsidiaries to perform their obligations under this Agreement or any of the Operative Documents.

Section 3.5 Authority. The Company has all requisite corporate, partnership or limited liability company power and authority, as applicable, to issue, sell and deliver the Common Stock, in accordance with and upon the terms and conditions set forth in this Agreement. The Common Stock has been duly authorized and, upon issuance pursuant to the terms hereof, each share of Common Stock shall be validly issued, fully paid and non-assessable and outstanding, free of all liens, charges and encumbrances and will not have been issued in violation of or subject to any preemptive or similar rights. All corporate and/or other action required to be taken by the Company for the authorization, issuance, sale and delivery of the Common Stock, the execution and delivery of the Operative Documents and the consummation of the transactions contemplated hereby and thereby has been validly taken. No approval from the holders of outstanding shares of Common Stock or any other Equity Interests is required in connection with the Company's issuance and sale of the Shares to the Investor or in connection with any other matter contemplated hereby.

Section 3.6 Private Placement. Assuming the accuracy of the Investor's representations and warranties set forth in Section 4.5, the issuance and sale of the Shares pursuant hereto are exempt from the registration requirements of the Securities Act. No form of general solicitation or general advertising within the meaning of Regulation D (including advertisements, articles, notices or other communications published in any newspaper, magazine or similar medium or broadcast over television or radio, or any seminar or meeting whose attendees have been invited by any general solicitation or general advertising) was used by the Company, or any Person acting on behalf of the Company in connection with the offer and sale of the Shares.

Section 3.7 Approvals. No consent, approval, authorization or order of, or filing, registration or qualification with, any court or governmental agency or body, domestic or foreign, having jurisdiction over the Company is required for the offering and sale of the Shares or the consummation by the Company of the other transactions contemplated by the Operative Documents, except for the filing of the registration statement by the Company with the Commission pursuant to the Securities Act, as required by the Registration Rights Agreement, the filing with the Commission of a Form 8-K in connection with the offer and sale of the Shares pursuant to item 3.02 of Form 8-K, and the filing with the Commission of a Form D pursuant to Regulation D promulgated under the Securities Act.

Section 3.8 Compliance with Laws.

(a) The Company and each of its Subsidiaries holds, and is operating in compliance in all material respects with, all franchises, grants, authorizations, licenses, permits, easements, consents, certificates and orders of any Governmental Authority or self-regulatory body required for the conduct of its business and all such franchises, grants, authorizations, licenses, permits, easements, consents, certifications and orders are valid and in full force and effect; and neither the Company nor any of its Subsidiaries has received notice of any revocation or modification of any such franchise, grant, authorization, license, permit, easement, consent, certification or order or has reason to believe that any such franchise, grant, authorization, license, permit, easement, consent, certification or order will not be renewed in the ordinary course; and the Company and each of its Subsidiaries is in compliance in all material respects with all applicable federal, state, local and foreign laws, regulations, orders and decrees.

(b) The operations of the Company and its Subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the money laundering statutes of all jurisdictions where the Company or any of its Subsidiaries conducts business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "Anti-Money Laundering Laws") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its Subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the knowledge of the Company or any of its Subsidiaries, threatened.

(c) Neither the Company nor any of its Subsidiaries, nor, to the knowledge of the Company, any directors, officers or employees of the Company or its Subsidiaries, nor, to the knowledge of the Company, any agent, affiliate or other person associated with or acting on behalf of the Company or any of its Subsidiaries is currently the subject or the target of any sanctions administered or enforced by the U.S. government, (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State and including, without limitation, the designation as a "specially designated national" or "blocked person"), the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority (collectively, "Sanctions"), nor is the Company or any of its Subsidiaries located, organized or resident in a country or territory that is the subject or target of Sanctions, including, without limitation, Cuba, Burma (Myanmar), Iran, North Korea, Sudan, Syria and Crimea (each, a "Sanctioned Country"); and the Company will not directly or indirectly use the proceeds of the offering of the Shares hereunder, or lend, contribute or otherwise make available such proceeds to any Subsidiary, joint venture partner or other person or entity (i) to fund or facilitate any activities of or business with any person that, at the time of such funding or facilitation, is the subject or target of Sanctions, (ii) to fund or facilitate any activities of or business in any Sanctioned Country or (iii) in any other manner that will result in a violation by any person (including any person participating in the transaction, whether as underwriter, initial purchaser, advisor, investor or otherwise) of Sanctions. For the past five years, the Company and its Subsidiaries have not engaged in, are not now engaged in and will not engage in any dealings or transactions with any person that at the time of the dealing or transaction is or was the subject or the target of Sanctions or with any Sanctioned Country.

(d) Neither the Company nor any of its Subsidiaries, nor, to the knowledge of the Company, any director, officer, employee, agent, affiliate or other person associated with or acting on behalf of the Company or any of its Subsidiaries has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made or taken an act in furtherance of an offer, promise or authorization of any direct or indirect unlawful payment or benefit to any foreign or domestic government official or employee, including of any government-owned or controlled entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office; (iii) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977, as amended, or any applicable law or regulation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, or committed an offence under the Bribery Act 2010 of the United Kingdom, or any other applicable anti-bribery or anti-corruption law; or (iv) made, offered, agreed, requested or taken an act in furtherance of any unlawful bribe or other unlawful benefit, including, without limitation, any rebate, payoff, influence payment, kickback or other unlawful or improper payment or benefit. The Company and its Subsidiaries have instituted, maintain and enforce, and will continue to maintain and enforce, policies and procedures designed to promote and ensure compliance with anti-bribery and anti-corruption laws to the extent such laws are applicable to the business, assets and operations of the Company and its Subsidiaries.

Section 3.9 Due Authorization. The Company has all requisite corporate power and authority to execute, deliver and perform its obligations under the Operative Documents. The Operative Documents have been duly authorized by the Company, and duly executed and delivered by the Company in accordance with the terms hereof and thereof, and (assuming the due authorization, execution and delivery thereof by the other parties thereto) will be the legally valid and binding obligations of the Company in accordance with the terms thereof, enforceable against the Company in accordance with their terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, by general equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at law) and, as to rights of indemnification and contribution, by principles of public policy.

Section 3.10 Legal Proceedings. Except as disclosed in the Draft Filings and Company SEC Documents, there are no legal or governmental proceedings pending to which the Company or any of its Subsidiaries is a party or of which any property of the Company or any of its Subsidiaries is the subject which if determined adversely to the Company, or such Subsidiary, would individually or in the aggregate, reasonably be expected to have a Material Adverse Effect or which would, individually or in the aggregate, materially and adversely affect the consummation of the transactions contemplated under the Operative Documents or the performance by the Company or any of its Subsidiaries of their obligations hereunder or thereunder; and, to the Company's knowledge, no such proceedings are threatened or contemplated by governmental authorities or threatened by others.

Section 3.11 Company SEC Documents. Except as set forth on Schedule 3.11, the Company's forms, registration statements, reports, schedules and statements required to be filed by it under the Exchange Act or the Securities Act (all such documents, collectively the "Company SEC Documents") have been filed with the Commission on a timely basis. The Company SEC Documents and the Draft Filings, including, without limitation, any audited or unaudited financial statements and any notes thereto or schedules included therein, at the time filed or when filed in the case of the Draft Filings (or in the case of registration statements, solely on the dates of effectiveness) (except to the extent corrected by a subsequent Company SEC Document) (i) do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, (ii) comply in all material respects with the applicable requirements of the Exchange Act and the Securities Act, as the case may be, (iii) comply as to form in all material respects with applicable accounting requirements and with the published rules and regulations of the Commission with respect thereto, (iv) were prepared in accordance with GAAP applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto or, in the case of unaudited statements, as permitted by Form 10-Q of the Commission), and (v) fairly present (subject in the case of unaudited statements to normal and recurring audit adjustments) in all material respects the consolidated financial position of the Company and its consolidated Subsidiaries as of the dates thereof and the consolidated results of its operations and cash flows for the periods then ended.

Section 3.12 Internal Controls. Except as disclosed in the Company SEC Documents and the Draft Filings, the Company and each of its Subsidiaries maintain a system of internal control over financial reporting (as such term is defined in Rule 13a-15(f) of the Exchange Act) that complies with the requirements of the Exchange Act and that has been designed by, or under the supervision of, the Company's principal executive and principal financial officers, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles in the United States. Except as disclosed in the Company SEC Documents and the Draft Filings, the Company and each of its Subsidiaries maintains internal accounting controls that are sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorization, (ii) transactions are recorded as necessary to permit preparation of the Company's financial statements in conformity with accounting principles generally accepted in the United States and to maintain accountability for its assets, (iii) access to the Company's assets is permitted only in accordance with management's general or specific authorization and (iv) the recorded accountability for the Company's assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

Section 3.13 No Material Adverse Effect. Except as described in the Company SEC Documents and in the Draft Filings, since June 30, 2019, no event or circumstance has occurred that, individually or in the aggregate, has had or would reasonably be expected to have a Material Adverse Effect.

Section 3.14 Certain Fees. Neither the Company nor any of its Subsidiaries is a party to any contract, agreement or understanding with any Person that could give rise to a valid claim against the Investor for a brokerage commission, finder's fee or like payment in connection with the offering and sale of the Shares or any other transaction contemplated by the Operative Documents.

Section 3.15 No Integration. Neither the Company or any of its Subsidiaries nor any other Person acting on behalf of the Company or any of its Subsidiaries has sold or issued any securities that would be integrated with the offering of the Shares contemplated by this Agreement pursuant to the Securities Act, the rules and regulations thereunder or the interpretations thereof by the Commission.

Section 3.16 Investment Company Status. Neither the Company nor any Subsidiary of the Company is or, after giving effect to the offer and sale of the Shares and the application of the proceeds therefrom, will be an "investment company" or a company "controlled" by an "investment company" within the meaning of the Investment Company Act of 1940, as amended, and the rules and regulations of the Commission thereunder.

Section 3.17 Nasdaq Listing of Shares. The Shares will be issued in compliance with all applicable rules of Nasdaq.

Section 3.18 No Side Agreements. There are no agreements by the Company or any of its Affiliates relating to or entered into in connection with the transactions contemplated hereby other than the Operative Documents nor promises or inducements for future transactions with respect to such parties.

Section 3.19 Ownership of Assets. The Company and its Subsidiaries have good and marketable title to all property (whether real or personal) described in the Draft Filings and Company SEC Documents as being owned by them, in each case free and clear of all liens, claims, security interests, other encumbrances or defects except such as are described in such Draft Filings and Company SEC Documents. The property held under lease by the Company and its Subsidiaries is held by them under valid, subsisting and enforceable leases with only such exceptions with respect to any particular lease as do not interfere in any material respect with the conduct of the business of the Company or its Subsidiaries.

Section 3.20 Intellectual Property. The Company and each of its Subsidiaries owns, possesses, or, to the knowledge of the Company, can acquire on reasonable terms, all material Intellectual Property necessary for the conduct of the Company's and its Subsidiaries' business as now conducted. Furthermore, except as otherwise disclosed in the Draft Filings and Company SEC Documents, (A) to the knowledge of the Company, there is no infringement, misappropriation or violation by third parties of any such Intellectual Property; (B) there is no pending or, to the knowledge of the Company, threatened, action, suit, proceeding or claim by others challenging the Company's or any of its Subsidiaries' rights in or to any such Intellectual Property, and the Company is unaware of any facts which would form a reasonable basis for any such claim; (C) the Intellectual Property owned by the Company and its Subsidiaries, and to the knowledge of the Company, the Intellectual Property licensed to the Company and its Subsidiaries, has not been adjudged invalid or unenforceable, in whole or in part, and there is no pending or, to the knowledge of the Company, threatened action, suit, proceeding or claim by others challenging the validity or scope of any such Intellectual Property, and the Company is unaware of any facts which would form a reasonable basis for any such claim; (D) there is no pending or, to the knowledge of the Company, threatened action, suit, proceeding or claim by others that the Company or any of its Subsidiaries infringes, misappropriates or otherwise violates any Intellectual Property or other proprietary rights of others, neither the Company or any of its Subsidiaries has received any written notice of such claim and the Company is unaware of any other fact which would form a reasonable basis for any such claim; and (E) to the Company's knowledge, no employee of the Company or any of its Subsidiaries is in or has ever been in violation of any term of any employment contract, patent disclosure agreement, invention assignment agreement, non-competition agreement, non-solicitation agreement, nondisclosure agreement or any restrictive covenant to or with a former employer where the basis of such violation relates to such employee's employment with the Company or any of its Subsidiaries or actions undertaken by the employee while employed with the Company or any of its Subsidiaries, except as such violation would not result in a Material Adverse Effect.

Section 3.21 Taxes. The Company and its Subsidiaries have timely filed all federal, state, local and foreign income and franchise tax returns required to be filed (except in any case in which the failure to so file is not material) and are not in default in the payment of any taxes which were payable pursuant to said returns or any assessments with respect thereto, other than any which the Company or any of its Subsidiaries is contesting in good faith, or to the extent such default is not material. There is no pending dispute with any taxing authority relating to any of such returns, and the Company has no knowledge of any proposed liability for any tax to be imposed upon the properties or assets of the Company or any of its Subsidiaries for which there is not an adequate reserve reflected in the Company's financial statements included in the Draft Filings and Company SEC Documents.

Section 3.22 Ownership of Other Entities. Other than the Subsidiaries of the Company, the Company, directly or indirectly, owns no capital stock or other equity or ownership or proprietary interest in any corporation, partnership, association, trust or other entity.

Section 3.23 Insurance. The Company and each of its Subsidiaries carries, or is covered by, insurance from reputable insurers in such amounts and covering such risks as is customary and prudent for the businesses in which they are engaged; all policies of insurance and any fidelity or surety bonds insuring the Company or any of its Subsidiaries or its business, assets, employees, officers and directors are in full force and effect in accordance with their terms; subject to the disclosures in the Draft Filings and the Company SEC Documents, the losses, claims, damages or liabilities, costs (including, without limitation, reasonable attorneys' fees) and expenses that are reasonably expected to be incurred pursuant to any pending, threatened or reasonably expected legal and governmental proceedings do not exceed the coverage limits under such policies by amounts that would, individually or in the aggregate, reasonably be expected to be materially adverse to the Company; the Company and its Subsidiaries are in compliance with the terms of such policies and instruments in all material respects; except as disclosed to the Investor prior to the date hereof, there are no claims by the Company or any of its Subsidiaries under any such policy or instrument as to which any insurance company is denying liability or defending under a reservation of rights clause; neither the Company nor any of its Subsidiaries has been refused any insurance coverage sought or applied for; and neither the Company nor any of its Subsidiaries has reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that would not have a Material Adverse Effect.

Section 3.24 Sarbanes-Oxley Act. The Company is in compliance with all applicable provisions of the Sarbanes-Oxley Act of 2002 (the "Sarbanes-Oxley Act") and the rules and regulations of the Commission thereunder.

Section 3.25 Disclosure Controls. The Company has established and maintains disclosure controls and procedures (as defined in Rules 13a-15 and 15d-15 under the Exchange Act) and, except as disclosed in the Draft Filings and Company SEC Documents, such controls and procedures are effective in ensuring that material information relating to the Company, including its Subsidiaries, is made known to the principal executive officer and the principal financial officer. Except as disclosed in the Company SEC Documents and the Draft Filings, the Company has utilized such controls and procedures in preparing and evaluating the disclosures in the Company's Exchange Act filings and other public disclosure documents.

Section 3.26 Compliance with Environmental Laws. Except as disclosed in the Draft Filings and Company SEC Documents, neither the Company nor any of its Subsidiaries is in violation of any statute, any rule, regulation, decision or order of any Governmental Authority or any court, domestic or foreign, relating to the use, disposal or release of hazardous or toxic substances or relating to the protection or restoration of the environment or human exposure to hazardous or toxic substances (collectively, "Environmental Laws"), owns or operates any real property contaminated with any substance that is subject to any Environmental Laws, is liable for any off-site disposal or contamination pursuant to any Environmental Laws, or is subject to any claim relating to any Environmental Laws, which violation, contamination, liability or claim would individually or in the aggregate, have a Material Adverse Effect; and the Company is not aware of any pending investigation which might lead to such a claim. Neither the Company nor any of its Subsidiaries anticipates incurring any material capital expenditures relating to compliance with Environmental Laws.

Section 3.27 Compliance with Occupational Laws. The Company and each of its Subsidiaries (A) is in compliance, in all material respects, with any and all applicable foreign, federal, state and local laws, rules, regulations, treaties, statutes and codes promulgated by any and all Governmental Authorities (including pursuant to the Occupational Health and Safety Act) relating to the protection of human health and safety in the workplace ("Occupational Laws"); (B) has received all material permits, licenses or other approvals required of it under applicable Occupational Laws to conduct its business as currently conducted; and (C) is in compliance, in all material respects, with all terms and conditions of such permit, license or approval. No action, proceeding, revocation proceeding, writ, injunction or claim is pending or, to the Company's knowledge, threatened against the Company or any of its Subsidiaries relating to Occupational Laws, and the Company does not have knowledge of any facts, circumstances or developments relating to its operations that could reasonably be expected to form the basis for or give rise to such actions, suits, investigations or proceedings.

Section 3.28 ERISA and Employee Benefits Matters. (A) To the knowledge of the Company, no "prohibited transaction" as defined under Section 406 of ERISA or Section 4975 of the Code and not exempt under ERISA Section 408 and the regulations and published interpretations thereunder has occurred with respect to any Employee Benefit Plan. At no time has the Company or any ERISA Affiliate maintained, sponsored, participated in, contributed to or has or had any liability or obligation in respect of any Employee Benefit Plan subject to Part 3 of Subtitle B of Title I of ERISA, Title IV of ERISA, or Section 412 of the Code or any "multiemployer plan" as defined in Section 3(37) of ERISA or any multiple employer plan for which the Company or any ERISA Affiliate has incurred or could incur liability under Section 4063 or 4064 of ERISA. No Employee Benefit Plan provides or promises, or at any time provided or promised, retiree health, life insurance, or other retiree welfare benefits except as may be required by the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, or similar state law. Each Employee Benefit Plan is and has been operated in material compliance with its terms and all applicable laws, including but not limited to ERISA and the Code and, to the knowledge of the Company, no event has occurred (including a "reportable event" as such term is defined in Section 4043 of ERISA) and no condition exists that would subject the Company or any ERISA Affiliate to any material tax, fine, lien, penalty or liability imposed by ERISA, the Code or other applicable law. Each Employee Benefit Plan intended to be qualified under Code Section 401(a) is so qualified and has a favorable determination or opinion letter from the IRS upon which it can rely, and any such determination or opinion letter remains in effect and has not been revoked; to the knowledge of the Company, nothing has occurred since the date of any such determination or opinion letter that is reasonably likely to adversely affect such qualification; (B) with respect to each Foreign Benefit Plan, such Foreign Benefit Plan (1) if intended to qualify for special tax treatment, meets, in all material respects, the requirements for such treatment, and (2) if required to be funded, is funded to the extent required by applicable law, and with respect to all other Foreign Benefit Plans, adequate reserves therefor have been established on the accounting statements of the applicable Company or Subsidiary; (C) the Company does not have any obligations under any collective bargaining agreement with any union and no organization efforts are underway with respect to Company employees.

Section 3.29 Business Arrangements. Except as disclosed in the Draft Filings and Company SEC Documents, neither the Company nor any of its Subsidiaries has granted any material rights to develop, manufacture, produce, assemble, distribute, license, market or sell its products to any other person and is not bound by any material agreement that affects the exclusive right of the Company or such Subsidiary to develop, manufacture, produce, assemble, distribute, license, market or sell its products.

Section 3.30 Labor Matters. No labor problem or dispute with the employees of the Company or any of its Subsidiaries exists or is threatened or imminent, and the Company is not aware of any existing or imminent labor disturbance by the employees of any of its or its Subsidiaries' principal suppliers, contractors or customers, that could have a Material Adverse Effect.

Section 3.31 Restrictions on Subsidiary Payments to the Company. No Subsidiary of the Company is currently prohibited, directly or indirectly, from paying any dividends to the Company, from making any other distribution on such Subsidiary's capital stock, from repaying to the Company any loans or advances to such Subsidiary from the Company or from transferring any of such Subsidiary's property or assets to the Company or any other Subsidiary of the Company, except as described in or contemplated by the Draft Filings and Company SEC Documents.

Section 3.32 Statistical Information/Forward Looking Statements. Any third-party statistical and market-related data included in the Company SEC Documents are based on or derived from sources that the Company reasonably believes to be reliable and accurate in all material respects. No forward-looking statement (within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act) contained in the Draft Filings and SEC Company Documents has been made or reaffirmed without a reasonable basis or has been disclosed other than in good faith.

Section 3.33 Exports and Imports. Except as disclosed in the Draft Filings and Company SEC Documents, to the knowledge of the Company, no officer, director, affiliate, agent, distributor, or representative of the Company has any reason to believe that the Company or any of the foregoing persons or entities have taken or omitted to take any action in violation of, or which may cause the Company to be in violation of, any applicable U.S. law governing imports into or exports from the United States, reexports from one foreign country to another, disclosures of technology, or other cross-border transactions, including without limitation: the Arms Export Control Act (22 U.S.C.A. § 2278), the Export Administration Act (50 U.S.C. App. §§ 2401-2420), the International Traffic in Arms Regulations (22 C.F.R. §§ 120-130), the Export Administration Regulations (15 C.F.R. § 730 et seq.), the Customs Laws of the United States (19 U.S.C. § 1 et seq.), the International Emergency Economic Powers Act (50 U.S.C. §§ 1701-1706), the Trading With the Enemy Act (50 U.S.C. App. §§ 5, 16), the Foreign Assets Control Regulations administered by the Office of Foreign Assets Control, any executive orders or regulations issued pursuant to the foregoing or by the agencies listed in Part 730 of the Export Administration Regulations, and any applicable non-U.S. laws of a similar nature. Except as disclosed in the Draft Filings and Company SEC Documents, to the Company's knowledge, there has never been a claim or charge made in writing, investigation undertaken, violation found, or settlement of any enforcement action under any of the laws referred to herein by any governmental entity with respect to matters arising under such laws against the Company, or against its agents, distributors or representatives in connection with their relationship with the Company.

Section 3.34 Related Party Transactions. No transaction has occurred between or among the Company, on the one hand, and any of the Company's officers, directors or five percent or greater stockholders or any affiliate or affiliates of any such officer, director or five percent or greater stockholders that is required to be described that is not so described in the Draft Filings and Company SEC Documents. The Company has not, directly or indirectly, extended or maintained credit, or arranged for the extension of credit, or renewed an extension of credit, in the form of a personal loan to or for any of its directors or executive officers in violation of applicable laws, including Section 402 of the Sarbanes-Oxley Act.

Section 3.35 Effect of Certificates. Any certificate signed by any officer of the Company and delivered to the Representative or to counsel for the Investor shall be deemed a representation and warranty by the Company to the Investor as to the matters covered thereby.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE INVESTOR

The Investor (or the fund(s) for which it serves as nominee) hereby represents and warrants to the Company as of the date of this Agreement as follows:

Section 4.1 Existence. The Investor is duly organized and validly existing and in good standing under the Laws of its jurisdiction of organization, with all requisite power and authority to own, lease, use and operate its properties and to conduct its business as currently conducted, except where the failure to have such power or authority would not prevent the consummation of the transactions contemplated by this Agreement and the Registration Rights Agreement.

Section 4.2 Authorization, Enforceability. The Investor has all necessary corporate, limited liability company or partnership power and authority to execute, deliver and perform its obligations under this Agreement and the Registration Rights Agreement and to consummate the transactions contemplated thereby, and the execution, delivery and performance by the Investor of this Agreement and the Registration Rights Agreement has been duly authorized by all necessary action on the part of the Investor. The Operative Documents have been duly executed and delivered by the Investor in accordance with the terms hereof and thereof and (assuming the due authorization, execution and delivery by the Company) this Agreement and the Registration Rights Agreement constitute the legal, valid and binding obligations of the Investor; and the Registration Rights Agreement is enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer and similar laws affecting creditors' rights generally or by general principles of equity, including principles of commercial reasonableness, fair dealing and good faith.

Section 4.3 No Conflict. The execution, delivery and performance of this Agreement and the Registration Rights Agreement by the Investor and the consummation by the Investor of the transactions contemplated hereby and thereby will not (a) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any material agreement to which the Investor is a party or by which the Investor is bound or to which any of the property or assets of the Investor is subject, (b) conflict with or result in any violation of the provisions of the organizational documents of the Investor, or (c) violate any statute, order, rule or regulation of any court or governmental agency or body having jurisdiction over the Investor or the property or assets of the Investor, except in the cases of clauses (a) and (c), for such conflicts, breaches, violations or defaults as would not prevent the consummation of the transactions contemplated by the Operative Documents.

Section 4.4 Certain Fees. No fees or commissions are or will be payable by the Investor to brokers, finders, or investment bankers with respect to the purchase of any of the Shares or the consummation of the transaction contemplated by this Agreement. The Investor agrees that it will indemnify and hold harmless the Company from and against any and all claims, demands, or liabilities for broker's, finder's, placement, or other similar fees or commissions incurred by the Investor in connection with the purchase of the Shares or the consummation of the transactions contemplated by this Agreement.

Section 4.5 Investment.

(a) The Investor is (i) an "accredited investor" within the meaning of Rule 501(a) (1), (2), (3) or (7) under the Securities Act, and (ii) an Institutional Account as defined in Financial Industry Regulatory Authority, Inc. Rule 4512(c) and (iii) a sophisticated institutional investor, experienced in investing in transactions of the type contemplated by this Agreement and capable of evaluating investment risks in connection with the Investor's participation in the transaction contemplated hereby. Such purchaser is able to bear the substantial risks associated with its purchase of the Shares, including loss of the entire investment therein.

(b) The Investor is acquiring its entire beneficial ownership interest in the Shares for the Investor's own account or the account of its Affiliates or the accounts of clients for whom the Investor exercises discretionary investment authority (all of whom the Investor hereby represents and warrants are "accredited investors" as defined in Rule 501 promulgated under the Securities Act) and, except as otherwise set forth on the signature page hereto, not as a nominee or agent, and with no intention of distributing the Shares or any part thereof in violation of the securities Laws of the United States or any state, without prejudice, however, to the Investor's right at all times to sell or otherwise dispose of all or any part of the Shares under a registration statement under the Securities Act and applicable state securities laws or under an exemption from such registration available thereunder (including, without limitation, if available, Rule 144 promulgated thereunder). If the Investor should in the future decide to dispose of any of the Shares, the Investor understands (a) that it may do so only in compliance with the Securities Act and applicable state securities Law, as then in effect, including a sale contemplated by any registration statement pursuant to which such securities are being offered, or pursuant to an exemption from the Securities Act, and (b) that stop-transfer instructions to that effect will be in effect with respect to such securities.

Section 4.6 Restricted Securities. The Investor understands that the Shares are characterized as "restricted securities" under the federal securities Laws inasmuch as they are being acquired from the Company in a transaction not involving a public offering and that under such Laws and applicable regulations such securities may not be resold absent registration under the Securities Act or an exemption therefrom. In this connection, the Investor represents that it is knowledgeable with respect to Rule 144 of the Commission promulgated under the Securities Act.

Section 4.7 No Disqualification Event. Neither the Investor nor any of its directors, executive officers, other officers is subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) promulgated under the Securities Act.

Section 4.8 Certain Trading Activities. Other than with respect to the transactions contemplated herein, since September 30, 2019, neither the Investor nor any Affiliate of the Investor which (x) had knowledge of the transactions contemplated hereby, (y) has or shares discretion relating to the Investor's investments or trading or information concerning the Investor's investments, including in respect of the Common Stock, and (z) is subject to the Investor's review or input concerning such Affiliate's investments or trading (collectively, "Trading Affiliates") has directly or indirectly, nor has any Person acting on behalf of or pursuant to any understanding with the Investor or any Trading Affiliate, effected or agreed to effect any purchases or sales of the securities of the Company (including, without limitation, any Short Sales involving the Company's securities).

Section 4.9 Residence. The address of the Investor's office in which it maintains its principal place of business is set forth on Section 7.5 hereof.

Section 4.10 Legend. The Investor understands that the Shares will be notated with the following legend:

(a) "These securities have not been registered under the Securities Act of 1933, as amended (the "Securities Act"). These securities may not be sold or offered for sale except pursuant to an effective registration statement under the Securities Act or pursuant to an exemption from registration thereunder, in each case in accordance with all applicable securities laws of the states or other jurisdictions, and in the case of a transaction exempt from registration, such securities may only be transferred if the transfer agent for such securities has received documentation satisfactory to it that such transaction does not require registration under the Securities Act."

Section 4.11 Company Information. The Investor acknowledges that it had the opportunity to ask questions of and receive answers from the Company directly and it conducted and completed its own independent due diligence with respect to the purchase of the Shares. Based on the information as the Investor has deemed appropriate, it has independently made its own analysis and decision to enter into this Agreement and purchase the Shares. Except for the representations, warranties and agreements of the Company expressly set forth in the Agreement, the Investor is relying exclusively on its own sources of information, investment analysis and due diligence (including professional advice you deem appropriate) with respect to the purchase of the Shares.

ARTICLE V

COVENANTS

Section 5.1 Company Cooperation. The Company shall promptly and accurately respond, and shall use its commercially reasonable efforts to cause its transfer agent to respond, to reasonable requests for information (which is otherwise not publicly available) made by an Investor or its auditors relating to the actual holdings of the Investor or its accounts; *provided*, that the Company shall not be obligated to provide any such information that could reasonably result in a violation of applicable Law or conflict with the Company's insider trading policy or a confidentiality obligation of the Company. The Company shall use its commercially reasonable efforts to cause its transfer agent to reasonably cooperate with the Investor to ensure that the Shares are validly and effectively issued to the Investor and that the Investor's ownership of the Shares following the Closing is accurately reflected on the appropriate books and records of the Company's transfer agent.

Section 5.2 Lock-Up. For a period of 90 days from the Closing Date (the "Lock-Up Period"), except as provided herein, the Investor shall not Dispose of any Shares; provided, however, the foregoing shall not preclude the Investor from Disposing of any Shares in connection with an Approved Sale, third-party tender offer for shares of the Company, buyback by the Company or any Affiliate thereof of any Shares of the Company, any other transaction approved by the shareholders or the board of directors of the Company or any transaction similar to the foregoing.

Section 5.3 Non-Public Information. No later than one Business Day following the date hereof, upon review and approval by the Investor (email being sufficient), the Company shall issue a press release (the "Press Release") announcing the entry into this Agreement and describing the material terms of the transactions contemplated by the Operative Documents and disclosing any other material, nonpublic information that the Company may have provided the Investor at any time prior to the issuance of the Press Release. Prior to the issuance of the Press Release, the Company shall consider and incorporate into such Press Release any reasonable comments by the Investor.

Section 5.4 Use of Proceeds. The Company shall use the collective proceeds from the sale of the Shares for working capital and general corporate purposes.

ARTICLE VI

INDEMNIFICATION

Section 6.1 Indemnification by the Company. The Company agrees to indemnify the Investor and its Representatives (collectively, "Indemnified Parties") from, and hold each of them harmless against, any and all actions, suits, proceedings (including any investigations, litigation or inquiries), demands, and causes of action, and, in connection therewith, and promptly upon demand, pay or reimburse each of them for all costs, losses, liabilities, damages, or expenses of any kind or nature whatsoever, including, without limitation, the reasonable fees and disbursements of counsel and all other reasonable expenses incurred in connection with investigating, defending or preparing to defend any such matter that may be incurred by them or asserted against or involve any of them as a result of, arising out of, or in any way related to the breach of any of the representations, warranties or covenants of the Company contained herein, provided that such claim for indemnification relating to a breach of the representations or warranties is asserted prior to the expiration of such representations or warranties (to the extent such representations or warranties are subject to expiration). No Indemnified Party shall be entitled to recover special, consequential (including lost profits) or punitive damages, provided that any losses recovered by a third party against Indemnified Parties as a result of, arising out of, or in any way related to the breach of any of the representations, warranties or covenants of the Company contained herein shall be included in such Indemnified Party's losses, regardless of the form of such third party's losses and whether components of such awards relate to special, consequential or punitive damages. Notwithstanding anything to the contrary, consequential damages shall not be deemed to include diminution in value of the Shares, which is specifically included in damages covered by Indemnified Parties' indemnification above. Solely for purposes of this Article VI, in determining whether there has been a breach of the representations and warranties set forth in Section 3.10 or Section 3.23, the qualification "except as disclosed in the Draft Filings and Company SEC Documents" or words of similar import contained in such representations or warranties shall be disregarded and without effect (as if such qualification were deleted from such representation or warranty).

Section 6.2 Indemnification Procedure. Promptly after any Indemnified Party has received notice of any indemnifiable claim hereunder, or the commencement of any action, suit or proceeding by a third Person, which the Indemnified Party believes in good faith is an indemnifiable claim under this Agreement, the Indemnified Party shall give the indemnitor hereunder (the "Indemnifying Party") written notice of such claim or the commencement of such action, suit or proceeding, but failure to so notify the Indemnifying Party will not relieve the Indemnifying Party from any liability it may have to such Indemnified Party hereunder except to the extent that the Indemnifying Party is materially prejudiced by such failure. Such notice shall state the nature and the basis of such claim to the extent then known. The Indemnifying Party shall have the right to defend and settle, at its own expense and by its own counsel who shall be reasonably acceptable to the Indemnified Party, any such matter as long as the Indemnifying Party pursues the same diligently and in good faith. If the Indemnifying Party undertakes to defend or settle, it shall promptly notify the Indemnified Party of its intention to do so, and the Indemnified Party shall cooperate with the Indemnifying Party and its counsel in all commercially reasonable respects in the defense thereof and the settlement thereof. Such cooperation shall include furnishing the Indemnifying Party with any books, records and other information reasonably requested by the Indemnifying Party and in the Indemnified Party's possession or control. Such cooperation of the Indemnified Party shall be at the cost of the Indemnifying Party. After the Indemnifying Party has notified the Indemnified Party of its intention to undertake to defend or settle any such asserted liability, and for so long as the Indemnifying Party diligently pursues such defense, the Indemnifying Party shall not be liable for any additional legal expenses incurred by the Indemnified Party in connection with any defense or settlement of such asserted liability; *provided*, *however*, that the Indemnified Party shall be entitled (a) at its expense, to participate in the defense of such asserted liability and the negotiations of the settlement thereof and (b) if (i) the Indemnifying Party has failed to assume the defense or employ counsel reasonably acceptable to the Indemnified Party or (ii) if the defendants in any such action include both the Indemnified Party and the Indemnifying Party and counsel to the Indemnified Party shall have concluded that there may be reasonable defenses available to the Indemnified Party that are different from or in addition to those available to the Indemnifying Party or if the interests of the Indemnified Party reasonably may be deemed to conflict with the interests of the Indemnifying Party, then the Indemnified Party shall have the right to select a separate counsel and to assume such legal defense and otherwise to participate in the defense of such action, with the expenses and fees of such separate counsel and other expenses related to such participation to be reimbursed by the Indemnifying Party as incurred. Notwithstanding any other provision of this Agreement, the Indemnifying Party shall not settle any indemnified claim without the consent of the Indemnified Party, unless the settlement thereof imposes no liability or obligation on, and includes a complete release from liability of, and does not include any admission of wrongdoing or malfeasance by, the Indemnified Party.

ARTICLE VII

MISCELLANEOUS

Section 7.1 Interpretation. Article, Section, Schedule, and Exhibit references are to this Agreement, unless otherwise specified. All references to instruments, documents, contracts, and agreements are references to such instruments, documents, contracts, and agreements as the same may be amended, supplemented, and otherwise modified from time to time, unless otherwise specified. The word "including" shall mean "including but not limited to." Whenever any party has an obligation under the Operative Documents, the expense of complying with that obligation shall be an expense of such party unless otherwise specified. Whenever any determination, consent, or approval is to be made or given by the Investor, such action shall be in the Investor's sole discretion unless otherwise specified in this Agreement. If any provision in the Operative Documents is held to be illegal, invalid, not binding, or unenforceable, such provision shall be fully severable and the Operative Documents shall be construed and enforced as if such illegal, invalid, not binding, or unenforceable provision had never comprised a part of the Operative Documents, and the remaining provisions shall remain in full force and effect. The Operative Documents have been reviewed and negotiated by sophisticated parties with access to legal counsel and shall not be construed against the drafter.

Section 7.2 Survival of Provisions. The representations and warranties set forth in Sections 3.1, 3.2, 3.5, 3.6, 3.7, 3.9, 3.11, 3.14, 3.16, 4.1, 4.2 and 4.5 shall survive the execution and delivery of this Agreement indefinitely, and the other representations and warranties set forth herein shall survive for a period of 12 months following the Closing Date regardless of any investigation made by or on behalf of the Company or the Investor. The covenants made in this Agreement shall survive the Closing of the transactions described herein and remain operative and in full force and effect regardless of acceptance of any of the Shares and payment therefor and repurchase thereof. All indemnification obligations of the Company pursuant to this Agreement and the provisions of Article VI shall remain operative and in full force and effect unless such obligations are expressly terminated in a writing by the parties, regardless of any purported general termination of this Agreement.

Section 7.3 No Waiver; Modifications in Writing.

(a) Delay. No failure or delay on the part of any party in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. The remedies provided for herein are cumulative and are not exclusive of any remedies that may be available to a party at law or in equity or otherwise.

(b) Specific Waiver. Except as otherwise provided herein, no amendment, waiver, consent, modification, or termination of any provision of this Agreement or any other Operative Document shall be effective unless signed by each of the parties hereto or thereto affected by such amendment, waiver, consent, modification, or termination. Any amendment, supplement or modification of or to any provision of this Agreement or any other Operative Document, any waiver of any provision of this Agreement or any other Operative Document, and any consent to any departure by the Company from the terms of any provision of this Agreement or any other Operative Document shall be effective only in the specific instance and for the specific purpose for which made or given. Except where notice is specifically required by this Agreement, no notice to or demand on the Company in any case shall entitle the Company to any other or further notice or demand in similar or other circumstances.

Section 7.4 Binding Effect; Assignment.

(a) Binding Effect. This Agreement shall be binding upon the Company, the Investor, and their respective successors and permitted assigns. Except as expressly provided in this Agreement, this Agreement shall not be construed so as to confer any right or benefit upon any Person other than the parties to this Agreement and their respective successors and permitted assigns.

(b) Assignment of Rights. The Investor may assign all or any portion of its rights and obligations under this Agreement without the consent of the Company to any Affiliate of the Investor. Except as expressly permitted by this Section 7.4(b), such rights and obligations may not otherwise be transferred except with the prior written consent of the Company (which consent shall not be unreasonably withheld). In each case, the assignee shall be deemed to be an Investor hereunder with respect to such assigned rights or obligations and shall agree to be bound by the provisions of this Agreement.

Section 7.5 Communications. All notices and demands provided for hereunder shall be in writing and shall be given by registered or certified mail, return receipt requested, telecopy, air courier guaranteeing overnight delivery, electronic mail or personal delivery to the following addresses:

(a) If to the Investor:

Antara Capital LP
500 Fifth Avenue, Suite 2320
New York, New York 10110
Attention: Lance Kravitz
E-mail: lkravitz@antaracapital.com

with a copy to:

Milbank LLP
2029 Century Park East, 33rd Floor
Los Angeles, CA 90067
Attention: Adam Moses
E-mail: amoses@milbank.com

(b) If to the Company:

USA Technologies, Inc.
100 Deerfield Lane, Suite 140
Malvern, PA 19355
Attention: Stephen P. Herbert,
Title: Chief Executive Officer

with a copy to:

Lurio & Associates, P.C.
Suite 3120, 2005 Market Street
Philadelphia, PA 19103
Attention: Douglas M. Lurio, Esquire
Email: dlurio@luriolaw.com

or to such other address as the Company or the Investor may designate in writing. All notices and communications shall be deemed to have been duly given: at the time delivered by hand, if personally delivered; at the time of transmittal, if sent via electronic mail; upon actual receipt if sent by certified mail, return receipt requested, or regular mail, if mailed; when receipt acknowledged, if sent via facsimile; and upon actual receipt when delivered to an air courier guaranteeing overnight delivery.

Section 7.6 Removal of Legend.

(a) The Company, at its sole cost, shall remove the legend described in Section 4.7 (or instruct its transfer agent to so remove such legend) from the Shares issued and sold to the Investor pursuant to this Agreement if (A) such Shares are sold pursuant to an effective registration statement under the Securities Act, (B) such Shares are sold or transferred pursuant to Rule 144 (if the transferor is not an Affiliate of the Company), or (C) such Shares are eligible for sale under Rule 144, without the requirement for the Company to be in compliance with the current public information required under Rule 144(c)(1) (or Rule 144(i)(2), if applicable) as to such securities and without volume or manner of sale restrictions.

(b) In connection with a sale of the Shares by an Investor in reliance on Rule 144, the applicable Investor or its broker shall deliver to the transfer agent and the Company a broker customary representation letter providing to the transfer agent and the Company any information necessary to determine that the sale of the Shares is made in compliance with Rule 144, including, as may be appropriate, a certification that the Investor is not an Affiliate of the Company and regarding the length of time the Shares have been held. Upon receipt of such representation letter, the Company shall promptly direct its transfer agent to remove the legend referred to in Section 4.7 from the Shares, and the Company shall bear all costs associated therewith. After the Investor or its permitted assigns have held the Shares for such time as non-Affiliates are permitted to sell without volume limitations under Rule 144, if the Shares still bear the restrictive legend referred to in Section 4.7, the Company agrees, upon request of the Investor or permitted assignee, to take all steps necessary to promptly effect the removal of the legend described in Section 4.7 from the Shares, and the Company shall bear all costs associated therewith, regardless of whether the request is made in connection with a sale or otherwise, so long as the Investor or its permitted assigns provide to the Company any information the Company deems reasonably necessary to determine that the legend is no longer required under the Securities Act or applicable state laws, including, without limitation, a certification that the holder is not an Affiliate of the Company (and a covenant to inform the Company if it should thereafter become an Affiliate and to consent to the notation of an appropriate restrictive legend) and regarding the length of time the Shares have been held.

(c) Promptly upon the removal of the legend described in Section 4.7 in accordance with this Section 7.6, but in no event later than five (5) business days after such removal, the Company will exercise commercially reasonable efforts to deliver, on behalf of the Investor, the Shares to a securities account designated by the Investor held by the Depository Trust Company.

Section 7.7 Entire Agreement. This Agreement, the other Operative Documents and the other agreements and documents referred to herein are intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein and therein. There are no restrictions, promises, representations, warranties or undertakings, other than those set forth or referred to herein or the other Operative Documents with respect to the rights granted by the Company or any of its Affiliates or the Investor or any of its Affiliates set forth herein or therein. This Agreement, the other Operative Documents and the other agreements and documents referred to herein or therein supersede all prior agreements and understandings between the parties with respect to such subject matter, provided, however, that all of the terms and conditions of the non-disclosure agreement, dated September 30, 2019, between Antara Capital, L.P. and the Company shall remain in full force and effect until September 30, 2020.

Section 7.8 Governing Law and Jurisdiction. **This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to conflict of laws principles (other than Section 5-1401 of the General Obligations Law).** Any legal suit, action or proceeding arising out of or based upon this Agreement or any other transaction contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of New York in each case located in the city of New York and County of New York, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by certified or registered mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or any proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

Section 7.9 Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Agreement. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

Section 7.10 Recapitalization, Exchanges, Etc. The provisions of this Agreement shall apply to the full extent set forth herein with respect to any and all equity interests of the Company or any successor or assign of the Company (whether by merger, consolidation, sale of assets or otherwise) which may be issued in respect of, in exchange for or in substitution of, the Shares, and shall be appropriately adjusted for combinations, splits, recapitalizations and the like occurring after the date of this Agreement and prior to the Closing.

[*Signature pages follow.*]

IN WITNESS WHEREOF, the parties hereto execute this Agreement, effective as of the date first above written.

USA TECHNOLOGIES, INC.

By: /s/ Stephen P. Herbert
Name: Stephen P. Herbert
Title: CEO, Director

ANTARA CAPITAL MASTER FUND LP

By: Antara Capital LP
not in its individual corporate capacity,
but solely as Investment Advisor and agent

By: Antara Capital GP LLC,
its general partner

By: /s/ Himanshu Gulati
Name: Himanshu Gulati
Title: Managing Member

SCHEDULE 3.1

SUBSIDIARIES OF THE COMPANY

Subsidiary of Incorporation	**State or Organization**
Cantaloupe Systems, Inc.	Delaware

SCHEDULE 3.11

COMPANY SEC DOCUMENTS

Form 10-K for year ended June 30, 2018

Form 10-Q for quarter ended September 30, 2018

Form 10-Q for quarter ended December 31, 2018

Form 10-Q for quarter ended March 31, 2019

Form 10-K for year ended June 30, 2019

Schedule 3.1

EXHIBIT A

REGISTRATION RIGHTS AGREEMENT

(Please see attached)

Exhibit A to Stock Purchase Agreement

EXHIBIT B

FORM OF OPINION OF LURIO & ASSOCIATES, P.C.

1. The Company is a corporation validly subsisting under the laws of the Commonwealth of Pennsylvania with corporate power and authority to own or lease, as the case may be, and to operate its properties and conduct the businesses described in the Company SEC Documents.

2. Based solely on certificates of public officials, and except for the states of California, Maryland and Oregon for which we are not able to obtain such certificates regarding the Company, each of the Company and its subsidiaries was duly qualified or licensed to do business and is in good standing as a foreign corporation, limited liability company or partnership, as applicable, in each jurisdiction listed in Schedule I with respect to it as of the respective dates specified in such schedule.

3. Based upon the representations, warranties and agreements of the Company and the Investor in the Agreement, it is not necessary in connection with the offer and sale of the Shares to the Investor under the Agreement to register the Shares under the Securities Act, it being understood that no opinion is expressed as to any subsequent resale of the Shares.

4. The Common Stock has been duly authorized by the Company and the issuance of such shares will not be subject to preemptive rights pursuant to the Pennsylvania Business Corporation Law, the Amended & Restated Articles of Incorporation or the Amended and Restated By-laws of the Company.

Schedule I

List of Jurisdictions

USA Technologies, Inc.

Colorado
Louisiana
North Carolina
South Carolina
Virginia
Oregon

Cantaloupe Systems, Inc.

Colorado

Exhibit 10.2

REGISTRATION RIGHTS AGREEMENT

BY AND AMONG

USA TECHNOLOGIES, INC.

AND

ANTARA CAPITAL MASTER FUND LP

TABLE OF CONTENTS

REGISTRATION RIGHTS AGREEMENT

This REGISTRATION RIGHTS AGREEMENT (this "Agreement") is made and entered into as of October 9, 2019, by and among USA Technologies, Inc., a Pennsylvania corporation (the "Company") and Antara Capital Master Fund LP (the "Investor").

WHEREAS, this Agreement is made in connection with the issuance and sale of shares of common stock, without par value, of the Company ("Common Stock") to the Investor pursuant to the Stock Purchase Agreement (as hereinafter defined); and

WHEREAS, the Company has agreed to provide the registration and other rights set forth in this Agreement for the benefit of Investors pursuant to the Stock Purchase Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Definitions. The terms set forth below are used herein as so defined:

"Affiliate" means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with, the Person in question. As used herein, the term "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

"Agreement" has the meaning specified therefor in the introductory paragraph of this Agreement.

"Business Day" means a day other than (a) a Saturday or Sunday or (b) any day on which banks located in New York, New York are authorized or obligated to close.

"Commission" means the United States Securities and Exchange Commission.

"Common Stock Price" means the volume weighted average closing price per share of the Common Stock (as reported by Bloomberg L.P. (or if not available via Bloomberg L.P. another mutually agreed upon source)) for the 30 trading days immediately preceding the date on which the determination is made.

"Common Stock" has the meaning specified therefor in the introductory paragraph of this Agreement.

"Company" has the meaning specified therefor in the introductory paragraph to this Agreement.

"Effectiveness Deadline" January 9, 2020 if the Registration Statement is not subject to review by the Commission, or April 9, 2020 if the Registration Statement is subject to review by the Commission.

"Effectiveness Period" has the meaning specified therefor in Section 2.01 of this Agreement.

"Event" has the meaning specified therefor in Section 2.03(b) of this Agreement.

"Event Date" has the meaning specified therefor in Section 2.03(b) of this Agreement.

"Holder" means the record holder of any Registrable Securities, which include, as of the date of this agreement, the Investor.

"Investor" has the meaning specified therefor in the introductory paragraph of this Agreement.

"Liquidated Damages" has the meaning specified therefor in Section 2.02(a) of this Agreement.

"Liquidated Damages Multiplier" means the product obtained by multiplying (i) the Common Stock Price by (ii) the number of Registrable Securities held by a Holder.

"Mandatory Shelf Filing Date" has the meaning specified therefore in Section 2.01 of this Agreement.

"Person" means an individual or a corporation, limited liability company, partnership, joint venture, trust, unincorporated organization, association, government agency or political subdivision thereof or other form of entity.

"Registrable Securities" means, except as otherwise set forth in Section 1.02, (i) the Shares and (ii) any other securities issued or issuable with respect to or in exchange for shares, whether by stock split, dividend or any other distribution, recapitalization, merger or otherwise.

"Registration Expenses" has the meaning specified therefor in Section 2.06(b) of this Agreement.

"Registration Statement" has the meaning specified therefor in Section 2.01 of this Agreement.

"SEC Guidance" means (i) any publicly-available written or oral guidance of the Commission staff, or any comments, requirements or requests of the Commission staff and (ii) the Securities Act.

"Securities Act" means the Securities Act of 1933, as amended.

"Selling Holder" means a Holder who is selling Registrable Securities pursuant to a registration statement.

"Shares" means the Common Stock acquired pursuant to the Stock Purchase Agreement.

"Stock Purchase Agreement" means that certain Stock Purchase Agreement, dated as of October 9, 2019, by and among the Company and the Investors.

Section 1.02 Registrable Securities. Any Registrable Security will cease to be a Registrable Security (a) when a registration statement covering such Registrable Security becomes or has been declared effective by the Commission and such Registrable Security has been sold or disposed of pursuant to such effective registration statement; (b) when such Registrable Security has been disposed of pursuant to any section of Rule 144 (or any similar provision then in effect) under the Securities Act; (c) when such Registrable Security is held by the Company or one of its subsidiaries or Affiliates; (d) when such Registrable Security has been sold or disposed of in a private transaction in which the transferor's rights under this Agreement are not assigned to the transferee of such securities pursuant to Section 2.09 hereof or (e) when such Registrable Security becomes eligible for resale without restriction and without the need for current public information pursuant to any section of Rule 144 (or any similar provision then in effect) under the Securities Act, if the Holder of such Registrable Security is not an affiliate (as defined in Rule 144(a)(1)) of the Company as determined by counsel to the Company pursuant to a written opinion letter to such effect, addressed and acceptable to the affected Holders.

ARTICLE II

REGISTRATION RIGHTS

Section 2.01 Mandatory Registration. No later than November 8, 2020 (such date, the "Mandatory Shelf Filing Date"), the Company shall prepare and use its commercially reasonable efforts to file a registration statement with the Commission on Form S-3 under the Securities Act providing for registration and resale, on a continuous or delayed basis and from time to time pursuant to Rule 415 under the Securities Act, of all of the Registrable Securities then outstanding; provided, however, that if the Company is not eligible to file and use a Form S-3 to register resales by the Holders by the Mandatory Shelf Filing Date, it shall prepare and use its commercially reasonable efforts to file such form of registration statement as is then available to permit resales by the Holders on a continuous or delayed basis (including a Form S-1); provided, further, that if the Company has filed the registration statement on a form other than Form S-3 and subsequently becomes eligible to use Form S-3 or any equivalent or successor form or forms, the Company may elect, in its sole discretion, to (i) file a post-effective amendment to the registration statement converting such registration statement to a registration statement on Form S-3 or any equivalent or successor form or forms or (ii) withdraw such registration statement and file a registration statement on Form S-3 or any equivalent or successor form or forms, (the registration statement on such form, as amended or supplemented, the "Registration Statement"). The Company shall use its commercially reasonable efforts to cause the Registration Statement to be declared effective under the Securities Act by the Commission as soon as reasonably practicable after the Mandatory Shelf Filing Date. The Company shall use its commercially reasonable efforts to keep the Registration Statement continuously effective under the Securities Act until the earlier of (A) the date when all of the Registrable Securities covered by such Registration Statement have been sold, and (B) the date on which all of the Shares cease to be Registrable Securities hereunder (such period, the "Effectiveness Period"). The Registration Statement when effective (including the documents incorporated therein by reference) will comply as to form in all material respects with all applicable requirements of the Securities Act and the Exchange Act and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading (in the case of any prospectus contained in such Registration Statement, in the light of the circumstances under which a statement is made). The Company shall telephonically request effectiveness of a Registration Statement as of 5:00 p.m. Eastern Time on a trading day. The Company shall contemporaneously provide the Holders with written notice of the effectiveness of the Registration Statement on the same trading day that the Company telephonically confirms effectiveness with the Commission, which shall be the date requested for effectiveness of such Registration Statement.

Section 2.02 Failure to File or Become Effective; Liquidated Damages.

(a) If (i) the Company has not filed the Registration Statement with the Commission on or prior to the Mandatory Shelf Filing Date, or (ii) a Registration Statement registering for resale all of the Registrable Securities is not declared effective by the Commission by the Effectiveness Deadline, or (iii) after the effective date of the Registration Statement, such Registration Statement ceases for any reason to remain continuously effective as to all Registrable Securities included in such Registration Statement, or the Holders are otherwise not permitted to utilize the prospectus therein to resell such Registrable Securities, for more than ten (10) consecutive calendar days or more than an aggregate of fifteen (15) calendar days (which need not be consecutive calendar days) during any 12-month period (any such failure or breach being referred to as an "Event", and for purposes of clauses (i) and (ii), the date on which such Event occurs, and for purpose of clause (iii), the date on which such ten (10) or fifteen (15) calendar day period, as applicable, is exceeded being referred to as "Event Date"), then, in addition to any other rights the Holders may have hereunder or under applicable law, on each such Event Date and on each monthly anniversary of each such Event Date (if the applicable Event shall not have been cured by such date) until the applicable Event is cured, each Holder shall be entitled to a payment, as liquidated damages and not as a penalty, in an amount equal to 1% of the Liquidated Damages Multiplier (the "Liquidated Damages"). In no event will the aggregate Liquidated Damages payable to a Holder pursuant to this Agreement exceed (i) if the Company has not breached Section 2.08, 5% and (ii) if otherwise, 10%, in each case, of the Liquidated Damages Multiplier of such Holder. If the Company fails to timely pay any partial Liquidated Damages pursuant to this this Section 2.02, the Company will pay interest thereon at a rate of 10% per annum (or such lesser maximum amount that is permitted to be paid by applicable law) to the applicable Holder, accruing daily from the date such partial liquidated damages are due until such amounts, plus all such interest thereon, are paid in full. The partial liquidated damages pursuant to the terms hereof shall apply on a daily pro rata basis for any portion of a month prior to the cure of an Event.

(b) The Liquidated Damages shall be paid to each Holder in cash within ten (10) Business Days following the last day of 30-day period that the Holders are entitled to such Liquidated Damages. Any payments made pursuant to this Section 2.02 shall constitute the Holders' exclusive remedy for such events. Any Liquidated Damages due under this Section 2.02 shall be paid to the Holders in immediately available funds. The obligation to pay the Liquidated Damages to a Holder pursuant to this Section 2.02 shall cease at such time as the Registrable Securities become eligible for resale by such Holder under Rule 144 of the Securities Act without regard to any volume or manner of sale restrictions.

Section 2.03 Blackout and Delay Rights. Notwithstanding anything to the contrary contained herein:

(a) the Company shall not be required to (i) file a Registration Statement (or any amendment thereto) or, (ii) if a Registration Statement has been filed but not declared effective by the Commission, request effectiveness of such Registration Statement, for a period of up to 60 days, if the Company in its sole discretion determines (A) in good faith that a postponement is in the best interest of the Company and its stockholders generally due to a pending transaction involving the Company (including a pending securities offering by the Company, or any proposed financing, acquisition, merger, tender offer, business combination, corporate reorganization, consolidation or other significant transaction involving the Company), (B) such registration would render the Company unable to comply with applicable securities laws, (C) such registration would require disclosure of material information that the Company has a bona fide business purpose for preserving as confidential, or (D) audited financial statements as of a date other than the fiscal year end of the Company would be required to be prepared; *provided*, *however*, that in no event shall any such period exceed an aggregate of 90 days in any 365-day period; and

(b) the Company may, upon prior written notice to any Selling Holder whose Registrable Securities are included in the Registration Statement or other registration statement contemplated by this Agreement (which notice shall be accompanied by an instruction to suspend the use of the prospectus until the requisite changes have been made, as applicable), suspend such Selling Holder's use of any prospectus which is a part of the Registration Statement or other registration statement (in which event the Selling Holder shall discontinue sales of the Registrable Securities pursuant to the Registration Statement or other registration statement contemplated by this Agreement but may settle any previously made sales of Registrable Securities) if (i) the Company determines that it would be required to make disclosure of material information in the Registration Statement that the Company has a bona fide business purpose for preserving as confidential, (ii) the Company has experienced some other material non-public event the disclosure of which at such time, in the good faith judgment of the Company, would adversely affect the Company or (iii) the Company determines that it is required to amend or supplement the affected Registration Statement or the related prospectus so that such Registration Statement or prospectus does not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the case of the prospectus in light of the circumstances under which they were made, not misleading (an "Allowed Delay"); provided, however, that in no event shall (i) the Selling Holders be suspended from selling Registrable Securities pursuant to the Registration Statement or other registration statement for a period that exceeds an aggregate of 90 days in any 180-day period and (ii) any such notice contain any information which would constitute material, non-public information regarding the Company or any of its subsidiaries. Upon disclosure of such information or the termination of the condition described above, the Company shall provide prompt notice to the Selling Holders whose Registrable Securities are included in the Registration Statement, and shall promptly terminate any suspension of sales it has put into effect and shall take such other reasonable actions to permit registered sales of Registrable Securities as contemplated in this Agreement.

Section 2.04 Sale Procedures. In connection with its obligations under this Article II, the Company will, as expeditiously as possible:

(a) (i) prepare and file with the Commission such amendments and supplements to the Registration Statement and the prospectus used in connection therewith as may be necessary to keep the Registration Statement effective for the Effectiveness Period and as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of all Registrable Securities covered by the Registration Statement, (ii) cause the related prospectus to be amended or supplemented by any required prospectus supplement (subject to the terms of this Agreement), and, as so supplemented or amended, to be filed pursuant to Rule 424, (iii) respond as promptly as reasonably possible to any comments received from the Commission with respect to a Registration Statement or any amendment thereto and provide as promptly as reasonably possible to the Holders true and complete copies of all correspondence from and to the Commission relating to a Registration Statement (provided that, the Company shall excise any information contained therein which would constitute material non-public information regarding the Company or any of its subsidiaries), and (iv) comply in all material respects with the applicable provisions of the Securities Act and the Exchange Act with respect to the disposition of all Registrable Securities covered by a Registration Statement during the applicable period in accordance (subject to the terms of this Agreement) with the intended methods of disposition by the Holders thereof set forth in such Registration Statement as so amended or in such prospectus as so supplemented;

(b) make available to each Selling Holder (i) as far in advance as reasonably practicable before filing the Registration Statement or any other registration statement contemplated by this Agreement or any supplement or amendment thereto, upon request, copies of reasonably complete drafts of all such documents proposed to be filed (including exhibits but excluding each document incorporated by reference), and provide each such Selling Holder the opportunity to reasonably object to any information pertaining to such Selling Holder and its plan of distribution that is contained therein and make the corrections reasonably requested by such Selling Holder with respect to such information prior to filing the Registration Statement or such other registration statement or supplement or amendment thereto, and (ii) such number of copies of the Registration Statement or such other registration statement and the prospectus included therein and any supplements and amendments thereto as such Selling Holder may reasonably request in order to facilitate the public sale or other disposition of the Registrable Securities covered by such Registration Statement or other registration statement;

(c) if applicable, use its commercially reasonable efforts to register or qualify the Registrable Securities covered by the Registration Statement or any other registration statement contemplated by this Agreement under the securities or blue sky laws of such jurisdictions as the Selling Holders shall reasonably request in writing by the time the Registration Statement is declared effective by the Commission; provided, however, that the Company will not be required to qualify generally to transact business in any jurisdiction where it is not then required to so qualify, take any action that would subject itself to general taxation in any jurisdiction where it would not otherwise be so subject or to take any action that would subject it to general service of process in any such jurisdiction where it is not then so subject;

(d) promptly notify each Selling Holder, at any time when a prospectus relating thereto is required to be delivered by any of them under the Securities Act in connection with a resale of Registrable Securities, of (i) the filing of the Registration Statement or any other registration statement contemplated by this Agreement or any prospectus or prospectus supplement to be used in connection therewith, or any amendment or supplement thereto, and, with respect to such Registration Statement or any other registration statement or any post-effective amendment thereto, when the same has become effective; and (ii) the receipt of any written or verbal comments from the Commission with respect to any filing referred to in clause (i) and any written request by the Commission for amendments or supplements to the Registration Statement or any other registration statement or any prospectus or prospectus supplement thereto;

(e) promptly notify each Selling Holder, at any time when a prospectus relating thereto is required to be delivered under the Securities Act, of (i) the happening of any event as a result of which the prospectus or prospectus supplement contained in the Registration Statement or any other registration statement contemplated by this Agreement, as then in effect, includes an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading (in the case of any prospectus contained therein, in the light of the circumstances under which a statement is made); (ii) the issuance or express threat of issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or any other registration statement contemplated by this Agreement, or the initiation of any proceedings for that purpose; or (iii) the receipt by the Company of any notification with respect to the suspension of the qualification of any Registrable Securities for sale under the applicable securities or blue sky laws of any jurisdiction. Following the provision of such notice, the Company agrees to as promptly as practicable amend or supplement the prospectus or prospectus supplement or take other appropriate action so that the prospectus or prospectus supplement does not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing and to take such other commercially reasonable action as is necessary to remove a stop order, suspension, threat thereof or proceedings related thereto;

(f) upon request and subject to appropriate confidentiality obligations, furnish to each Selling Holder copies of any and all transmittal letters or other correspondence with the Commission or any other governmental agency or self-regulatory body or other body having jurisdiction (including any domestic or foreign securities exchange) relating to the Registration Statement;

(g) otherwise use its commercially reasonable efforts to comply with all applicable rules and regulations of the Commission, and make available to its security holders, as soon as reasonably practicable, an earnings statement, which earnings statement shall satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 promulgated thereunder;

(h) cause all such Registrable Securities registered pursuant to this Agreement to be listed on each securities exchange or nationally recognized quotation system on which similar securities issued by the Company are then listed;

(i) use its commercially reasonable efforts to cause the Registrable Securities to be registered with or approved by such other governmental agencies or authorities as may be necessary by virtue of the business and operations of the Company to enable the Selling Holders to consummate the disposition of such Registrable Securities;

(j) provide a transfer agent and registrar for all Registrable Securities covered by such registration statement not later than the effective date of such registration statement;

(k) if requested by a Selling Holder, (i) incorporate in a prospectus supplement or post-effective amendment such information as such Selling Holder reasonably requests to be included therein relating to the sale and distribution of Registrable Securities, including information with respect to the number of Registrable Securities being offered or sold, the purchase price being paid therefor, information regarding the underwriters, and any other terms of the offering of the Registrable Securities to be sold in such offering and (ii) make all required filings of such prospectus supplement or post-effective amendment after being notified of the matters to be incorporated in such prospectus supplement or post-effective amendment;

(l) if requested by a Selling Holder, enter into a customary underwriting agreement relating to the sale and distribution of Registrable Securities;

(m) furnish to each Holder, without charge, at least one conformed copy of each such Registration Statement and each amendment thereto, including financial statements and schedules, all documents incorporated or deemed to be incorporated therein by reference to the extent requested by such Holder, and all exhibits to the extent requested by such Holder (including those previously furnished or incorporated by reference) promptly after the filing of such documents with the Commission; provided, that any such item which is available on the EDGAR system (or successor thereto) need not be furnished in physical form; and

(n) if requested by a Holder, cooperate with such Holder to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be delivered to a transferee pursuant to a Registration Statement, which certificates shall be free, to the extent permitted by the Stock Purchase Agreement, of all restrictive legends, and to enable such Registrable Securities to be in such denominations and registered in such names as any such Holder may request.

The Company will not name a Holder as an underwriter as defined in Section 2(a)(11) of the Securities Act in any Registration Statement without such Holder's consent.

Each Selling Holder, upon receipt of written notice from the Company of the happening of any event of the kind described in subsection (e) of this Section 2.04 or the exercise of its rights pursuant to Section 2.02, shall forthwith discontinue offers and sales of the Registrable Securities by means of a prospectus or prospectus supplement until such Selling Holder's receipt of the copies of the supplemented or amended prospectus contemplated by subsection (e) of this Section 2.04 or until it is advised in writing by the Company that the use of the prospectus may be resumed and has received copies of any additional or supplemental filings incorporated by reference in the prospectus, and, if so directed by the Company, such Selling Holder will deliver to the Company (at the Company's expense) all copies in their possession or control, other than permanent file copies then in such Selling Holder's possession, of the prospectus covering such Registrable Securities current at the time of receipt of such notice.

Section 2.05 Obligations of the Holders.

(a) Each Holder shall furnish in writing to the Company such information regarding itself, the Registrable Securities held by it and the intended method of disposition of the Registrable Securities held by it, as shall be reasonably required to effect the registration of such Registrable Securities and shall execute such documents in connection with such registration as the Company may reasonably request. At least ten (10) Business Days prior to the first anticipated filing date of any Registration Statement, the Company shall notify each Holder of the information the Company requires from such Holder if such Holder elects to have any of the Registrable Securities included in such Registration Statement. A Holder shall provide such information to the Company at least five (5) Business Days prior to the first anticipated filing date of such Registration Statement if such Holder elects to have any of the Registrable Securities included in such Registration Statement.

(b) Each Holder, by its acceptance of the Registrable Securities, agrees to cooperate with the Company as reasonably requested by the Company in connection with the preparation and filing of a Registration Statement hereunder, unless such Holder has notified the Company in writing of its election to exclude all of its Registrable Securities from such Registration Statement.

(c) Each Holder covenants and agrees that it will comply with the prospectus delivery requirements of the Securities Act as applicable to it or an exemption therefrom in connection with sales of Registrable Securities pursuant to any Registration Statement.

Section 2.06 Expenses.

(a) All Registration Expenses shall be borne by the Company whether or not any Registrable Securities are sold pursuant to a Registration Statement. In addition, except for Registration Expenses or as otherwise provided in Section 2.07 hereof, the Company shall not be responsible for legal fees incurred by Holders in connection with the exercise of such Holders' rights hereunder.

(b) Certain Definitions. "Registration Expenses" means (i) all registration and filing fees (including, without limitation, fees and expenses of the Company's counsel and independent registered public accountants) (A) with respect to filings made with the Commission, (B) with respect to filings required to be made with any trading market or stock exchange on which the Common Stock is then listed for trading, and (C) in compliance with applicable state securities or blue sky laws (including, without limitation, fees and disbursements of counsel for the Company in connection with blue sky qualifications or exemptions of the Registrable Securities), (ii) printing expenses (including, without limitation, expenses of printing certificates for Registrable Securities), (iii) messenger, telephone and delivery expenses, (iv) fees and disbursements of counsel for the Company, (v) Securities Act liability insurance, if the Company so desires such insurance, (vi) fees and expenses of all other Persons retained by the Company in connection with the consummation of the transactions contemplated by this Agreement and (vii) fees and disbursements of one counsel for all Holders in an amount not to exceed $15,000. In addition, the Company shall be responsible for all of its internal expenses incurred in connection with the consummation of the transactions contemplated by this Agreement (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties), the expense of any annual audit and the fees and expenses incurred in connection with the listing of the Registrable Securities on any securities exchange as required hereunder. In no event shall the Company be responsible for any broker or similar commissions of any Holder or, except to the extent provided for in this Agreement or the Stock Purchase Agreement, any legal fees or other costs of the Holders.

Section 2.07 Indemnification.

(a) Indemnification by the Company. Notwithstanding the termination of this Agreement, the Company will, and hereby does, indemnify and hold harmless each Holder, its directors, officers, members, partners, agents, brokers (including brokers who offer and sell Registrable Securities as principal as a result of a pledge or any failure to perform under a margin call of Common Stock), investment advisors, employees (and any other Persons with a functionally equivalent role of a Person holding such titles, notwithstanding a lack of such title or any other title) of each of them, each Person who controls any such Holder (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) and the officers, directors, members, stockholders, partners, agents and employees (and any other Persons with a functionally equivalent role of a Person holding such titles, notwithstanding a lack of such title or any other title) of each such controlling Person, against any losses, claims, damages or liabilities, costs (including, without limitation, reasonable attorneys' fees) and expenses (collectively, "Losses") joint or several, to which such Holder or any such director or officer or controlling person may become subject, under the Securities Act or otherwise, insofar as such Losses (or actions or proceedings, whether commenced or threatened, in respect thereof) arise out of or are based upon (i) any untrue statement or alleged untrue statement of any material fact contained in any registration statement under which such securities were registered under the Securities Act, any preliminary prospectus, final prospectus or summary prospectus contained therein, or any amendment or supplement thereto (in all cases, including documents incorporated by reference), or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading or (ii) any violation or alleged violation by the Company of the Securities Act in connection with the performance of its obligations under this Agreement, and the Company will promptly reimburse such Holder and each such director, officer, and controlling person for any legal or any other expenses reasonably incurred by them in connection with investigating or defending any such Loss, claim, liability, action or proceeding; provided, that the Company shall not be liable in any such case to the extent that any such Loss (or action or proceeding in respect thereof) arises out of or is based solely upon information regarding such Holder furnished in writing to the Company by such Holder expressly for use therein, or to the extent that such information relates to such Holder or such Holder's proposed method of distribution of Registrable Securities and was reviewed and expressly approved in writing by such Holder expressly for use in such registration statement, any such preliminary prospectus, final prospectus, summary prospectus, amendment or supplement in reliance upon and in conformity with information regarding Holder furnished by such Holder. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such Holder or any such director, officer or controlling person and shall survive the transfer of such securities by such Holder. The Company shall notify the Holders promptly in writing of the institution, threat or assertion of any proceeding arising from or in connection with the transactions contemplated by this Agreement of which the Company is aware.

(b) Indemnification by the Holders. The Company may require, as a condition to including any Registrable Securities in any registration statement filed pursuant to Section 2.01 above, that the Company shall have received an undertaking satisfactory to it from the prospective Holder of such securities, to indemnify and hold harmless (in the same manner and to the same extent as set forth in Section 2.07(a) above) the Company, each director of the Company, each officer of the Company and each other Person, if any, who controls the Company within the meaning of the Securities Act, with respect to any statement or alleged statement in or omission or alleged omission from such registration statement, any preliminary prospectus, final prospectus or summary prospectus contained therein, or any amendment or supplement thereto, if such statement or alleged statement or omission or alleged omission was made in reliance upon and in conformity with information regarding such Holder furnished by such Holder in accordance with Section 2.07(a) above. The maximum liability of each Holder for any such indemnification shall not exceed the amount of proceeds actually received by such Holder from the sale of his/its Registrable Securities included in the Registration Statement giving rise to such indemnification obligation. Such indemnity shall remain in full force and effect, regardless of any investigation made by or on behalf of the Company or any such director, officer or controlling Person and shall survive the transfer of such securities by such Holder.

(c) Notices of Claims, etc. Promptly after receipt by any Person entitled to indemnification hereunder (an "Indemnified Party") of notice of the commencement of any action or proceeding involving a claim referred to in Section 2.07(a) or (b) above, such Indemnified Party will, if a claim in respect thereof is to be made against any Person from whom indemnity is sought (the "Indemnifying Party"), give written notice to the latter of the commencement of such action; provided that the failure of any Indemnified Party to give notice as provided herein shall not relieve the Indemnifying Party of its obligations under in Section 2.07(a) or (b) above, except to the extent that the Indemnifying Party is actually prejudiced by such failure to give notice. In case any such action is brought against an Indemnified Party, unless in such Indemnified Party's reasonable judgment a conflict of interest between such Indemnified Parties and Indemnifying Parties may exist in respect of such claim, the Indemnifying Party shall be entitled to participate in and to assume the defense thereof, jointly with any other Indemnifying Party similarly notified to the extent that it may wish, with counsel reasonably satisfactory to such Indemnified Party, and after notice from the Indemnifying Party to such Indemnified Party of its election so to assume the defense thereof, the Indemnifying Party shall not be liable to such Indemnified Party for any legal or other expenses subsequently incurred by the latter in connection with the defense thereof. No Indemnifying Party shall, without the consent of the Indemnified Party, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party of a release from all liability in respect to such claim or litigation. No Indemnified Party shall settle any claim for which indemnity maybe sought under this Agreement without the consent of the Indemnifying Party.

(d) Other Indemnification. Indemnification similar to that specified in in Section 2.07(a) or (b) above, and (c) above (with appropriate modifications) shall be given by the Company and each seller of Registrable Securities with respect to any required registration or other qualification of securities under any Federal or state law or regulation of any governmental authority other than the Securities Act.

(e) Indemnification Payments. The indemnification required by this Section 2.07 shall be made by periodic payments of the amount thereof during the course of the investigation or defense, as and when bills are received or expense, loss, damage or liability is incurred.

(f) The indemnity agreements contained in this Section 2.07 are in addition to any liability that the Indemnifying Parties may have to the Indemnified Parties.

Section 2.08 Rule 144 Reporting. With a view to making available the benefits of certain rules and regulations of the Commission that may permit the sale of the Registrable Securities to the public without registration, the Company agrees to use its commercially reasonable efforts to:

(a) make and keep adequate current public information regarding the Company available, as those terms are understood and defined in Rule 144 under the Securities Act;

(b) file with the Commission in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act at all times from and after the date hereof;

(c) furnish at the Company's expense legal opinions or instruction letters regarding the removal of restrictive legends in connection with a sale under Rule 144; and

(d) so long as a Holder owns any Registrable Securities, furnish, unless otherwise available via EDGAR, to such Holder forthwith upon request a copy of the most recent annual or quarterly report of the Company, and such other reports and documents so filed as such Holder may reasonably request in availing itself of any rule or regulation of the Commission allowing such Holder to sell any such securities without registration.

Section 2.09 Transfer or Assignment of Registration Rights. The rights to cause the Company to register Registrable Securities granted to the Holders by the Company under this Article II may be transferred or assigned by any Holder to one or more transferees or assignees of Registrable Securities; *provided*, *however*, that (a) unless the transferee or assignee is an Affiliate of, and after such transfer or assignment continues to be an Affiliate of, such Holder, the amount of Registrable Securities transferred or assigned to such transferee or assignee shall represent at least $100,000 of Registrable Securities (based on the Common Stock Price), (b) the Company is given written notice prior to any said transfer or assignment, stating the name and address of each such transferee or assignee and identifying the securities with respect to which such registration rights are being transferred or assigned, and (c) each such transferee or assignee assumes in writing responsibility for its portion of the obligations of such Holder under this Agreement.

Section 2.10 Piggy-Back Registration. If, at any time during the Effectiveness Period, there is not an effective Registration Statement covering all of the Registrable Securities and the Company shall determine to prepare and file with the Commission a registration statement relating to an offering for its own account or the account of others under the Securities Act of any of its equity securities, other than on Form S-4 or Form S-8 (each as promulgated under the Securities Act) or their then equivalents relating to equity securities to be issued solely in connection with any acquisition of any entity or business or equity securities issuable in connection with the Company's stock option or other employee benefit plans, then the Company shall deliver to each Holder a written notice of such determination and, if within five (5) days after the date of the delivery of such notice, any such Holder shall so request in writing, the Company shall include in such registration statement all or any part of such Registrable Securities such Holder requests to be registered.

ARTICLE III

MISCELLANEOUS

Section 3.01 Notices. All notices and demands provided for hereunder shall be in writing and shall be given by registered or certified mail, return receipt requested, telecopy, air courier guaranteeing overnight delivery, electronic mail or personal delivery to the following addresses:

(a) if to the Investor:

c/o Antara Capital LP
500 Fifth Avenue, Suite 2320
New York, NY 10110
Attention: Lance Kravitz
Email: lkravitz@antaracapital.com

with a copy to:

Milbank LLP
2029 Century Park East, 33rd Floor
Los Angeles, CA 90067
Attention: Eric Reimer, Esq.
Adam Moses, Esq.
Email: EReimer@milbank.com
AMoses@milbank.com

(b) if to a transferee of an Investor, to such Person at the address provided pursuant to Section 2.09 above; and

(c) if to the Company:

USA Technologies, Inc.
[100 Deerfield Lane, Suite 140
Malvern, PA 19355
Attention: Stephen P. Herbert, Chief Executive Officer
Email: sherbert@usatech.com

with a copy to:

Lurio & Associates, P.C.
Suite 3120, One Commerce Square
2005 Market Street
Philadelphia, PA 19103
Attention: Douglas M. Lurio, Esq.
Email: dlurio@luriolaw.com

or to such other address as the Company or such Investor may designate in writing. All notices and communications shall be deemed to have been duly given: at the time delivered by hand, if personally delivered; at the time of transmittal, if sent via electronic mail; upon actual receipt if sent by certified mail, return receipt requested, or regular mail, if mailed; when receipt acknowledged, if sent via facsimile; and upon actual receipt when delivered to an air courier guaranteeing overnight delivery.

Section 3.02 Successor and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of each of the parties, including subsequent Holders of Registrable Securities to the extent permitted herein.

Section 3.03 Assignment of Rights. All or any portion of the rights and obligations of any Holder under this Agreement may be transferred or assigned by such Holder only in accordance with Section 2.09 hereof.

Section 3.04 Recapitalization, Exchanges, Etc. Affecting the Shares. The provisions of this Agreement shall apply to the full extent set forth herein with respect to any and all shares of the Company or any successor or assign of the Company (whether by merger, consolidation, sale of assets or otherwise) that may be issued in respect of, in exchange for or in substitution of, the Registrable Securities, and shall be appropriately adjusted for combinations, share splits, recapitalizations, pro rata distributions of shares and the like occurring after the date of this Agreement.

Section 3.05 Aggregation of Registrable Securities. All Registrable Securities held or acquired by Persons who are Affiliates of one another shall be aggregated together for the purpose of determining the availability of any rights and applicability of any obligations under this Agreement.

Section 3.06 Specific Performance. Damages in the event of breach of this Agreement by a party hereto may be difficult, if not impossible, to ascertain, and it is therefore agreed that each such Person, in addition to and without limiting any other remedy or right it may have, will have the right to an injunction or other equitable relief in any court of competent jurisdiction, enjoining any such breach, and enforcing specifically the terms and provisions hereof, and each of the parties hereto hereby waives any and all defenses it may have on the ground of lack of jurisdiction or competence of the court to grant such an injunction or other equitable relief. The existence of this right will not preclude any such Person from pursuing any other rights and remedies at law or in equity that such Person may have.

Section 3.07 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Agreement. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

Section 3.08 Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

Section 3.09 Governing Law. **This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to conflict of laws principles (other than Section 5-1401 of the General Obligations Law)**.

Section 3.10 Cumulative Remedies. The remedies provided herein are cumulative and not exclusive of any other remedies provided by law.

Section 3.11 Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting or impairing the validity or enforceability of such provision in any other jurisdiction.

Section 3.12 Entire Agreement. This Agreement and the other agreements and documents referred to herein are intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein and therein. There are no restrictions, promises, representations, warranties or undertakings, other than those set forth or referred to herein with respect to the rights granted by the Company or any of its Affiliates or any Investor or any of its Affiliates set forth herein or therein. This Agreement and the other agreements and documents referred to herein or therein supersede all prior agreements and understandings between the parties with respect to such subject matter.

Section 3.13 Amendment. This Agreement may be amended only by means of a written amendment signed by the Company and the Holders of a majority of the then outstanding Registrable Securities; *provided*, *however*, that no such amendment shall materially and adversely affect the rights of any Holder hereunder without the consent of such Holder.

Section 3.14 No Presumption. If any claim is made by a party relating to any conflict, omission or ambiguity in this Agreement, no presumption or burden of proof or persuasion shall be implied by virtue of the fact that this Agreement was prepared by or at the request of a particular party or its counsel.

Section 3.15 Obligations Limited to Parties to Agreement. Each of the Parties hereto covenants, agrees and acknowledges that no Person other than the Holders and the Company shall have any obligation hereunder and that, notwithstanding that one or more of the Holders may be a corporation, partnership or limited liability company, no recourse under this Agreement or under any documents or instruments delivered in connection herewith or therewith shall be had against any former, current or future director, officer, employee, agent, general or limited partner, manager, member, stockholder or Affiliate of any of the Holders or any former, current or future director, officer, employee, agent, general or limited partner, manager, member, stockholder or Affiliate of any of the foregoing, whether by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any applicable Law, it being expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any former, current or future director, officer, employee, agent, general or limited partner, manager, member, stockholder or Affiliate of any of the Holders or any former, current or future director, officer, employee, agent, general or limited partner, manager, member, stockholder or Affiliate of any of the foregoing, as such, for any obligations of the Holders under this Agreement or any documents or instruments delivered in connection herewith or therewith or for any claim based on, in respect of or by reason of such obligation or its creation, except in each case for any transferee or assignee of a Holder hereunder.

Section 3.16 Independent Nature of Holder's Obligations. The obligations of each Holder under this Agreement are several and not joint with the obligations of any other Holder, and no Holder shall be responsible in any way for the performance of the obligations of any other Holder under this Agreement. Nothing contained herein, and no action taken by any Holder pursuant thereto, shall be deemed to constitute the Holders as a partnership, an association, a joint venture or any other kind of group or entity, or create a presumption that the Holders are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated by this Agreement. Each Holder shall be entitled to independently protect and enforce its rights, including without limitation, the rights arising out of this Agreement, and it shall not be necessary for any other Holder to be joined as an additional party in any proceeding for such purpose.

Section 3.17 Interpretation. Article and Section references are to this Agreement, unless otherwise specified. All references to instruments, documents, contracts and agreements are references to such instruments, documents, contracts and agreements as the same may be amended, supplemented and otherwise modified from time to time, unless otherwise specified. The word "including" shall mean "including but not limited to." Whenever any determination, consent or approval is to be made or given by a Seller under this Agreement, such action shall be in such Seller's sole discretion unless otherwise specified.

[***Signature pages to follow***]

IN WITNESS WHEREOF, the parties hereto execute this Agreement, effective as of the date first above written.

USA TECHNOLOGIES, INC.

By: /s/ Stephen P. Herbert
Name: Stephen P. Herbert
Title: CEO, Director

[Signature Page to Registration Rights Agreement]

ANTARA CAPITAL MASTER FUND L.P.

By: Antara Capital LP
not in its individual corporate capacity,
but solely as Investment Advisor and agent

By: Antara Capital GP LLC,
its general partner

By: /s/ Himanshu Gulati
Name: Himanshu Gulati
Title: Managing Member

[Signature Page to Registration Rights Agreement]

Exhibit 10.3

EXECUTION VERSION

ANTARA CAPITAL MASTER FUND LP
New York, New York

October 9, 2019

Confidential

USA Technologies, Inc.
100 Deerfield Lane, Suite 300
Malvern, PA 19355

$30,000,000 Delayed Draw Senior Secured Term Facility
Commitment Letter

Ladies and Gentlemen:

You have advised Antara Capital Master Fund LP on behalf of itself and certain of its affiliates and accounts managed or sub-advised by it or its affiliates ("Antara"), in its collective capacity as an initial lender under the Term Facility (in such capacity, "we", "us" or the "Commitment Parties") that USA Technologies, Inc. (the "Borrower" or "you"), intends to consummate an equity sale pursuant to a Stock Purchase Agreement of even date herewith between the Borrower and Antara (the "SPA") and retire it's existing credit facility with JPMorgan Chase Bank (the "Transactions"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Summary of Principal Terms and Conditions attached hereto as Exhibit A (the "Term Sheet"; this commitment letter, the Term Sheet attached hereto as Exhibit A and the Summary of Additional Conditions attached hereto as Exhibit B, collectively, the "Commitment Letter").

1. Commitments.

In connection with the Transactions, Antara is pleased to advise you of its commitment to provide 100% of the aggregate principal amount of the Term Facility (the "Commitment") subject to the terms and conditions set forth in this Commitment Letter.

Notwithstanding anything to the contrary contained herein the aggregate amount of the Term Facility committed to be provided by Antara hereunder and the aggregate amount of the economics of Antara hereunder may not be reduced without the prior written consent of Antara.

2. Titles and Roles.

It is agreed that Antara will act as administrative agent and collateral agent (in such capacity, the "Administrative Agent") for the Term Facility. Antara may in its discretion delegate the Administrative Agent and/or Collateral Agent roles to one or more third parties.

3. Information.

You hereby represent, warrant and covenant that (a) all information (other than the Projections) that has been or will be made available directly or indirectly to any Commitment Party by the Borrower or any of its representatives in connection with the transactions contemplated hereby (the "Information"), when taken as a whole, is and, when provided, will be complete and correct in all material respects and does not and, when provided, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which such statements are made, not misleading, and (b) all projections ("Projections") that have been or will be made available to any Commitment Party by the Borrower or any of its representatives in connection with the transactions contemplated hereby have been or will be prepared in good faith based upon assumptions believed to be reasonable by the preparer thereof at the time such Projections are provided to any Commitment Party; it being understood that any such Projections are not to be viewed as facts, are subject to significant uncertainties and contingencies, many of which are beyond your control, that no assurance can be given that any particular Projections will be realized, that actual results may differ and that such differences may be material. You agree, if at any time you become aware that any of the representations and warranties in the preceding sentence would be incorrect in any material respect, to promptly supplement the Information and such Projections such that such representations and warranties are correct in all material respects. You further agree to supplement the Information and any Projections previously provided, or that will be provided, from time to time and agree to promptly notify each Commitment Party of any changes in circumstances that could be expected to call into question the continued reasonableness of any assumption underlying any Projections previously provided, or that will be provided, by or on behalf of The Borrower or any of its representatives in connection with the transactions contemplated hereby. You acknowledge and agree that, in issuing this Commitment Letter, each Commitment Party is using and relying on the accuracy of the Information and the Projections, and, in structuring, arranging or syndicating the Term Facility, the Commitment Parties may use and rely on the Information and the Projections and other offering and marketing materials or information memoranda, without independent verification thereof. You shall, and shall cause each of your respective affiliates and your and your affiliates' respective officers, directors, employees, agents, advisors or other representatives, to provide to the Commitment Parties all information regarding the Transactions as any Commitment Party may reasonably request.

4. Conditions.

The commitments and agreements of the Commitment Parties and Antara are subject to there not having occurred, since June 30, 2019, and except as disclosed in the Company SEC Documents or the Draft Filings heretofore provided to Antara (as such terms are defined in the SPA), any event that has resulted in or could reasonably be expected to result in a material adverse change in or effect on the general affairs, management, financial position, shareholders' equity or results of operations of the Borrower and its subsidiaries, taken as a whole, as determined by Antara in its good faith business judgment. The commitments and agreements of the Commitment Parties and Antara are also subject to the satisfaction of the conditions set forth in the section entitled "Closing Conditions" in Exhibit A, the conditions set forth in Exhibit B, and the negotiation, execution and delivery of definitive documentation on or before October 31, 2019 with respect to the Term Facility reflecting, among other things, the terms and conditions set forth herein and in Exhibits A and B, in a manner acceptable to Antara. In addition, the commitments and agreements of the Commitment Parties and Antara are conditioned upon and made subject to Antara not becoming aware after the date hereof of any new or inconsistent information or other matter not previously disclosed to Antara relating to the Borrower or the transactions contemplated by this Commitment Letter which Antara, in its reasonable judgment, deems material and adverse relative to the information or other matters disclosed to Antara prior to the date hereof.

You agree that, for purposes hereof, the date on which the Term Facility is funded and the Transactions are concurrently consummated shall be a date mutually agreed upon between you and us, but in any event shall not occur until the terms and conditions set forth in this Commitment Letter (including consummation of the transactions under the SPA) are satisfied (the "Closing Date").

5. Fees and Expenses.

As consideration for the commitments of each Commitment Party under this Commitment Letter, you agree to pay (or cause to be paid) (i) a Commitment Fee in the amount of $1.2 million concurrently with the execution of this agreement (or if this agreement is not executed on a business day, on the first business day thereafter), (ii) in the event that a third-party administrative agent and/or collateral agent is appointed, an agency fee in an aggregate amount up to $35,000 per year to such administrative agent and/or collateral agent on the date of the initial appointment of such third-party agent(s) and on each anniversary of the date of such initial appointment, and (iii) the reasonable and documented out-of-pocket fees and Expenses (as defined in Section 6 below), all of which shall be payable (other than the agency fee) whether or not the SPA or Term Facility transactions close and regardless of the reason that either such a transaction does not close. You agree that, once paid, all of the foregoing fees and Expenses or any part thereof shall be fully earned and not be refundable under any circumstances, regardless of whether the transactions or borrowings contemplated hereby are consummated, and shall not be creditable against any other amount payable in connection herewith or otherwise. Notwithstanding the foregoing, the legal fees payable by the Company in connection with the negotiation and documentation of the SPA and the Credit Facilities shall be capped at $400,000.00 (exclusive of reasonable and documented out-of-pocket costs), with respect to which a partial payment of $150,000.00 shall, concurrently with the payment of the Commitment Fee, be paid on account by the Company to counsel to Antara and applied to the overall cap of $400,000.00. In consideration of the foregoing cap, the parties will endeavor in good faith to complete the negotiation and documentation of the SPA and the Credit Facilities in an efficient manner.

6. Indemnity.

To induce the Commitment Parties and Antara to enter into this Commitment Letter and to proceed with the documentation of the Term Facility, you agree (a) to indemnify and hold harmless each Commitment Party and each of its affiliates, and each of its and its affiliates' respective officers, directors, employees, partners, members, agents, advisors and other representatives and the successors of each of the foregoing (each, an "Indemnified Person"), from and against any and all losses, claims, damages and liabilities, including fees and disbursements of counsel (collectively, "Losses") of any kind or nature and reasonable and documented out-of-pocket fees and expenses, joint or several, to which any such Indemnified Person may become subject, in the case of any such Losses and related expenses, to the extent arising out of, resulting from or in connection with this Commitment Letter (including the Term Sheet), the Transactions or any related transaction contemplated hereby, the Term Facility, or any use of the proceeds thereof (including any claim, litigation, investigation or proceeding (including any inquiry or investigation)) relating to any of the foregoing, (a "Proceeding"), regardless of whether any such Indemnified Person is a party thereto, whether or not such Proceedings are brought by you, your equity holders, affiliates, creditors or any other third person, and to reimburse each such Indemnified Person upon demand for any reasonable and documented out-of-pocket legal fees and expenses of counsel, or other reasonable and documented out-of-pocket fees and expenses incurred in connection with investigating, responding to, or defending any of the foregoing; provided that the foregoing indemnity will not, as to any Indemnified Person, apply to Losses or related expenses to the extent that they have resulted from (I) the willful misconduct, bad faith or gross negligence of such Indemnified Person or any of such Indemnified Person's affiliates or any of its or its officers, directors, employees, agents, advisors or other representatives of any of the foregoing (as determined by a court of competent jurisdiction in a final and non-appealable decision), and (II) a claim brought by you against a Commitment Party for a breach in bad faith of such party's obligations under this Commitment Letter or any of the transactions contemplated by the foregoing or (III) any dispute solely among Indemnified Persons, other than any claims against an Indemnified Person in its capacity or in fulfilling its role as an administrative agent, collateral agent or arranger or any similar role under the Term Facility and other than any claims arising out of any act or omission of the Borrower, and (b) to reimburse whether or not the SPA or the Term Facility closes each Commitment Party and affiliates from time to time, upon demand, for all reasonable and documented out-of-pocket expenses (including, but not limited to, expenses of each Commitment Party's due diligence, investigation, expenses for audits, field examinations and appraisals, consultants' fees, structuring, syndication, transportation, duplication, messenger and travel expenses and reasonable fees, disbursements and other charges of internal and external counsel incurred in connection with the SPA and the transactions contemplated therein and the Term Facility and the preparation, negotiation and enforcement of the SPA and this Commitment Letter, the definitive loan documentation and any security arrangements in connection therewith (collectively, the "Expenses"). The foregoing provisions in this paragraph shall be superseded in each case, to the extent covered thereby, by the applicable provisions contained in the definitive loan documentation upon execution thereof and thereafter shall have no further force and effect.

Notwithstanding any other provision of this Commitment Letter, (a) no Indemnified Person shall be liable for any damages arising from the use by others of information or other materials obtained through internet, electronic, telecommunications or other information transmission systems, except to the extent that such damages have resulted from the willful misconduct, bad faith or gross negligence of such Indemnified Person or any of such Indemnified Person's affiliates or any of its or its officers, directors, employees, agents, advisors or other representatives (as determined by a court of competent jurisdiction in a final and non-appealable decision) and (b) none of the Commitment Parties, Antara, any Indemnified Person or you shall be liable for any indirect, special, punitive or consequential damages (including any loss of profits, business or anticipated savings) in connection with this Commitment Letter, the Transactions (including the Term Facility and the use of proceeds thereunder), or with respect to any activities related to the Term Facility, including the preparation of this Commitment Letter and any documentation with respect thereto; provided that nothing in this paragraph shall limit your indemnity and reimbursement obligations to the extent that such indirect, special, punitive or consequential damages are included in any claim by a third party unaffiliated with the applicable Indemnified Person with respect to which the applicable Indemnified Person is entitled to indemnification as set forth in this Section 6.

You shall not, without the prior written consent of any Indemnified Person (which consent shall not be unreasonably withheld or delayed) (it being understood that the withholding of consent due to non-satisfaction of any of the conditions described in clauses (i) and (ii) of this sentence shall be deemed reasonable), effect any settlement of any pending or threatened Proceedings in respect of which indemnity could have been sought hereunder by such Indemnified Person unless such settlement (i) includes an unconditional release of such Indemnified Person in form and substance reasonably satisfactory to such Indemnified Person from all liability or claims that are the subject matter of such Proceeding and (ii) does not include any statement as to or any admission of fault, culpability, wrongdoing or a failure to act by or on behalf of any Indemnified Person.

7. Sharing of Information, Absence of Fiduciary Relationships, Affiliate Activities.

You acknowledge that the Commitment Parties and their affiliates may be providing debt financing, equity capital or other services (including financial advisory services) to other persons in respect of which you and your affiliates and subsidiaries may have conflicting interests regarding the transactions described herein and otherwise. None of the Commitment Parties or their affiliates will use confidential information obtained from you by virtue of the transactions contemplated by this Commitment Letter or their other relationships with you in connection with the performance by the Commitment Parties of services for other companies, and will not furnish any such information to other companies. You also acknowledge that none of the Commitment Parties or their affiliates has any obligation to use in connection with the transactions contemplated by this Commitment Letter, or to furnish to you, confidential information obtained by them from other persons.

As you know, certain of the Commitment Parties and their affiliates may be full service securities firms engaged, either directly or through their affiliates, in various activities, including securities trading, commodities trading, investment management, financing and brokerage activities and financial planning and benefits counseling for both companies and individuals. Certain of the Commitment Parties or their affiliates may also co-invest with, make direct investments in, and invest or co-invest client monies in or with funds or other investment vehicles managed by other parties, and such funds or other investment vehicles may trade or make investments in securities of you.

Furthermore, you acknowledge that the Commitment Parties and its affiliates may have fiduciary or other relationships whereby the Commitment Parties and its affiliates may exercise voting power over securities and loans of various persons, which securities and loans may from time to time include securities and loans of potential Lenders or others with interests in respect of the Term Facility. You acknowledge that the Commitment Parties and its affiliates may exercise such powers and otherwise perform their functions in connection with such fiduciary or other relationships without regard to the Commitment Parties' relationship to you hereunder.

8. Confidentiality.

You agree that you will not disclose, circulate or refer publicly to, directly or indirectly, this Commitment Letter, the other exhibits and attachments hereto or the contents of each thereof, or any written communications provided by, or oral discussions with, any Commitment Party or the activities of any Commitment Party pursuant hereto or thereto, without our prior written consent except (to the extent practicable and not prohibited by applicable law or regulation, to inform you promptly thereof prior to disclosure), after providing written notice to us, pursuant to a subpoena or order issued by a court of competent jurisdiction or by a judicial, administrative or legislative body or committee; provided that, following the return to us of a counterpart of this Commitment Letter duly executed by you, we hereby consent to your disclosure of (i) this Commitment Letter and such communications and discussions, on a need-to-know basis, to the Borrower's respective officers, directors, agents and advisors who are directly involved in the consideration of the Term Facility and who have been informed by you of the confidential nature of such advice and this Commitment Letter and who have agreed to treat such information confidentially, (ii) you may disclose that a financing commitment has been obtained from us and the aggregate amount of such committed financing, but not any information regarding interest rate or fees, and (iii) this Commitment Letter as required by applicable law or compulsory legal process (in which case you agree to inform us promptly thereof); provided, that (a) you may disclose, on a confidential basis, to your auditors the Commitment Fee and the administrative agent's fee after the Closing Date for customary accounting purposes, including accounting for deferred financing costs, (b) you may disclose the existence of this Commitment Letter to any rating agency in connection with the transactions contemplated hereby and (c) you may disclose the existence of this Commitment Letter in any public filing relating to the Term Facility and in any syndication of the Term Facility; provided, further, that the foregoing restrictions shall cease to apply in respect of the existence and contents of this Commitment Letter (but not the Commitment Fee nor the administrative agent's fee) one year following termination of this Commitment Letter in accordance with its terms.

Each Commitment Party and its affiliates will treat all non-public information provided to it by or on behalf of you in connection with the transactions contemplated hereby confidentially and shall not publish, disclose or otherwise divulge, such information; provided that nothing herein shall prevent such Commitment Party and its respective affiliates from disclosing any such information (a) pursuant to the order of any court or administrative agency or in any pending legal, judicial or administrative proceeding, or otherwise as required by applicable law, rule or regulation, subpoena or compulsory legal process or upon the request or demand of any regulatory authority (including any self-regulatory authority) or other governmental authority purporting to have jurisdiction over the Commitment Party or any of its affiliates (in which case such Commitment Party or such affiliate, as applicable, agrees (except with respect to any audit or examination conducted by bank accountants or any self-regulatory authority or governmental or regulatory authority exercising examination or regulatory authority), to the extent practicable and not prohibited by applicable law or regulation, to inform you promptly thereof prior to disclosure), (b) to the extent that such information becomes publicly available other than by reason of improper disclosure by such Commitment Party or any of its affiliates in violation of any confidentiality obligations owing to you hereunder, (c) to the extent that such information is received by such Commitment Party or such affiliate from a third party that is not, to such Commitment Party's or such affiliate's knowledge, subject to contractual or fiduciary confidentiality obligations owing to you with respect to such information, (d) to the extent that such information is independently developed by such Commitment Party or any of its respective affiliates, (e) to such Commitment Party's affiliates and their and their respective employees, directors, officers, independent auditors, rating agencies, professional advisors and other experts or agents who need to know such information in connection with the transactions contemplated hereby and who are informed of the confidential nature of such information (with such Commitment Party responsible for its respective affiliates' and their and their respective employees', directors', officers', independent auditors', rating agencies', professional advisors', experts' or agents' compliance with this paragraph), (f) in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to this Commitment Letter or the Term Facility, (g) to prospective Lenders, hedge providers, participants or assignees (collectively, "Prospective Parties"); provided that for purposes of clause (g) above, the disclosure of any such information to any Prospective Party shall be made subject to such Prospective Party written agreement to treat such information confidentially on substantially the terms set forth in this paragraph. If the Term Facility closes, the Commitment Parties' obligations under this paragraph shall terminate and be superseded by the confidentiality provisions in the definitive documentation.

9. Miscellaneous.

This Commitment Letter may not be assigned by you without the prior written consent of Antara (and any purported assignment without such consent will be null and void). Any Commitment Party may assign its commitments and agreements hereunder, in whole or in part, to any of its affiliates and to any Lender prior to the Closing Date. Any assignment by a Commitment Party to any potential Lender made prior to the Closing Date will only relieve such Commitment Party of its obligations set forth herein to fund that portion of the commitments so assigned if such assignment was approved by you (such approval not to be unreasonably withheld or delayed).

This Commitment Letter and the commitments hereunder are intended to be solely for the benefit of the parties hereto (and Indemnified Persons to the extent expressly set forth herein) and are not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto (and Indemnified Persons to the extent expressly set forth herein).

Except as set forth in Section 2 (Titles and Roles) hereof, this Commitment Letter may not be amended or any provision hereof waived or modified except in writing signed by the party against whom enforcement of the same is sought. This Commitment Letter may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this Commitment Letter by facsimile transmission or other electronic transmission (including .pdf) shall be effective as delivery of a manually executed counterpart of this Commitment Letter. Section headings used herein are for convenience of reference only, are not part of this Commitment Letter and are not to affect the construction of, or to be taken into consideration in interpreting, this Commitment Letter.

This Commitment Letter (including the exhibits hereto) (a) are the only agreements that have been entered into among the parties hereto with respect to the Term Facility and (b) supersede all prior understandings, whether written or oral, among us with respect to the Term Facility and sets forth the entire understanding of the parties hereto with respect thereto.

This Commitment Letter shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to conflicts of laws principles that would cause the laws of a jurisdiction other than New York to apply. To the fullest extent permitted by applicable law, you hereby irrevocably submit to the exclusive jurisdiction of any New York State court or federal court sitting in the County of New York and the Borough of Manhattan in respect of any claim, suit, action or proceeding arising out of or relating to the provisions of this Commitment Letter or any of the other transactions contemplated hereby and irrevocably agree that all claims in respect of any such claim, suit, action or proceeding may be heard and determined in any such court and that service of process therein may be made by certified mail, postage prepaid, to your address set forth above. You and we hereby waive, to the fullest extent permitted by applicable law, any objection that you or we may now or hereafter have to the laying of venue of any such claim, suit, action or proceeding brought in any such court, and any claim that any such claim, suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

EACH PARTY HERETO IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS COMMITMENT LETTER OR THE TRANSACTIONS CONTEMPLATED HEREBY.

We hereby notify you that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001) (as amended, the "PATRIOT Act")), each Commitment Party and each of the Lenders may be required to obtain, verify and record information that identifies the Borrower and the Guarantors, which information may include their names, addresses, tax identification numbers and other information that will allow each Commitment Party and the Lenders to identify them in accordance with the PATRIOT Act. You agree to provide each Commitment Party and each of the Lenders with all documentation and other information required by bank regulatory authorities under the Patriot Act and any other "know your customer" and anti-money laundering rules and regulations. This notice is given in accordance with the requirements of the PATRIOT Act and is effective for each Commitment Party and each of the Lenders.

Please indicate your acceptance of the terms hereof by returning to us executed counterparts hereof together with the Commitment Fee (wiring instructions attached) not later than 11:59 p.m., New York City time, on October 9, 2019 (provided that if this letter is not executed on a business day, the Commitment Fee will be paid on the first business day thereafter). The offer of each Commitment Party and Antara to provide the commitments hereunder will expire at such time in the event that we have not received such executed counterparts in accordance with the immediately preceding sentence. Thereafter all accepted commitments and undertakings of the Commitment Parties and Antara will terminate at 11:59 p.m., New York City time, on October 31, 2019 unless definitive document shall have been executed by Borrower. In addition, all commitments and undertakings of the Commitment Parties and Antara may be terminated if you fail perform your respective obligations hereunder on a timely basis. The following provisions of this Commitment Letter shall remain in full force and effect and shall survive the expiration or termination of this Commitment Letter or any commitment or undertaking of any of the Commitment Parties or Antara hereunder: Section 5 (Fees and Expenses), Section 6 (Indemnity), Section 7 (Sharing of Information, Absence of Fiduciary Relationships, Affiliate Activities), Section 8 (Confidentiality), the provisions of this Section 9 (Miscellaneous) regarding jurisdiction, governing law, venue, waiver of jury trial and exclusivity. Notwithstanding the immediately preceding sentence, your obligations hereunder (other than your obligations with respect to confidentiality of the Commitment Fee) shall automatically terminate and be superseded by the provisions of the definitive loan documentation relating to the Term Facility upon the Closing Date (to the extent covered thereby), the initial funding thereunder and the payment of all amounts owing at such time hereunder, and you shall automatically be released from related liabilities hereunder, but solely to the extent of any duplicative coverage.

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We are pleased to have been given the opportunity to assist you in connection with the financing for the Transactions.

Very truly yours,

ANTARA CAPITAL LP, in its capacity as Administrative Agent

By: /s/ Himanshu Gulati
Name: Himanshu Gulati
Title: Managing Member

ANTARA CAPITAL LP, on behalf of itself and certain of its affiliates and managed funds and accounts, in its collective capacity as a Lender

By: /s/ Himanshu Gulati
Name: Himanshu Gulati
Title: Managing Member

[Signature Page to Commitment Letter]

Accepted and agreed to as of
the date first above written:

USA TECHNOLOGIES, INC.

By: /s/ Stephen P. Herbert

Name: Stephen P. Herbert
Title: CEO, Director

Summary of Principal Terms and Conditions

This Term Sheet outlines certain material terms and conditions (and does not purport to summarize all of the terms and conditions) with respect to the Transactions described herein. All capitalized terms used but not defined herein shall have the meaning given them in the Commitment Letter to which this Term Sheet is attached, including Exhibit B thereto.

Term	Description
Borrower	USA Technologies, Inc.
Administrative Agent and Collateral Agent	Antara or its designee will act as administrative agent and collateral agent (in such capacity, the "Administrative Agent"). Antara may in its discretion delegate the administrative agent and/or collateral agent roles to one or more third parties. The administrative agent and/or collateral agent may charge a fee of up to $35,000 per year in the aggregate (provided that such agency fee shall only be payable from and after the appointment of a third-party administrative agent and/or collateral agent).
Lender(s)	Funds and accounts advised by Antara with a specified percentage of the Term Facility shall, in the capacity of an initial lender under the Term Facility be a "Lender" (collectively, the "Lenders").
Commitment Fee	Concurrently with the execution of the Commitment Letter (provided that if the Commitment Letter is not executed on a business day, the Commitment Fee will be paid on the first business day thereafter) and as a condition to its effectiveness, pay to Antara as Lender a commitment fee of $1,200,000.
Guarantors	Each of the Borrower's direct and indirect, existing and future, domestic subsidiaries and foreign subsidiaries that are not CFCs (i.e. the giving of a guaranty will result in an adverse tax consequence)(the "Guarantors", and together with the Borrower, the "Loan Parties").
Delay Draw Term Facility	$30 million senior secured delayed draw term loan facility (the "Term Facility"). The facility will be available in two draws. $15,000,000 shall be drawn concurrently with the execution of definitive loan documentation ("Closing Date"). A second $15,000,000 ("Second Draw") shall be drawn during an availability window commencing on the nine- month anniversary of the Closing Date and ending on the eighteen-month anniversary of the Closing Date. All advances shall be made in the full amount indicated above. Partial advances shall not be allowed. The Second Draw shall be subject to customary conditions for subsequent draws and in addition the condition that Borrower not be subject to any settlement or judgment in respect of material litigation which could result in a judgment or settlement that exceeds available insurance.
Collateral	All obligations of the Borrower and Guarantors to the Lenders shall be secured by a perfected, first priority perfected lien on all present and after acquired assets of the Borrower and the Guarantors (collectively, the "Collateral"), subject to customary exceptions for excluded collateral, including funds collected by the Company for the benefit of others. Liens on intellectual property shall be the subject of federal filings.

Tenor	Five (5) years.
Pricing	Nine and three quarters percent (9.75%) per annum, payable monthly in cash on the last Business Day of each month. After an Event of Default interest shall be increased by an addition two percentage points per annum.
Call Protection	Prepayment Premium as follows To and through December 31, 2020 – 105% From January 1, 2021 through December 31, 2021 103% From January 1, 2022 through December 31, 2022 101% Thereafter 100%
Excess Cash Flow Sweep	50 - 75 % with step down(s) TBD.
Amortization	None
Financial Covenants	Maximum Total Leverage Ratio, Minimum Fixed Charge Coverage Ratio and Maximum Capital Expenditures.
Other Covenants/Events of Default	Subject to exceptions for materiality, thresholds, qualifications, "baskets" and grace and cure periods to be negotiated, the usual affirmative & negative covenants and events of default customary for transactions of this type, including limitations on: indebtedness, liens, asset sales, restricted payments, investments and lines of business.
Commitment Fee	Payable concurrently with the execution of this Commitment Letter and as a condition to the effectiveness of this Commitment Letter, Borrower shall pay to Antara a Commitment Fee of $1,200,000. The Commitment Fee shall be fully earned and non-refundable when paid.
Closing Conditions	Closing conditions will include customary conditions for transactions of this type, including the accuracy of representations and warranties and, prior to and after giving effect to the funding of the Term Facility, the absence of any default or event of default, plus additional conditions precedent referred to in the Commitment Letter and listed on Exhibit B thereto.
Conditions to Each Draw	Draw conditions will include customary conditions for transactions of this type, including **t**he SPA having been executed and delivered and the transactions provided for therein consummated.
Definitive Documentation	Definitive documentation to be mutually acceptable and satisfactory to the parties and to contain, subject to exceptions for materiality, thresholds, qualifications, "baskets" and grace and cure periods to be negotiated, customary representations and warranties, conditions precedent, covenants, events of defaults and indemnities for a transaction of this type.
Governing Law	New York

Summary of Additional Conditions

This Summary of Additional Conditions outlines certain of the conditions precedent to the Term Facility referred to in the Commitment Letter and Term Sheet, of which this Exhibit B is a part. All capitalized terms used but not defined herein shall have the meaning given them in the Commitment Letter to which this Exhibit B is attached, including Exhibit A thereto.

Loan Documentation. The definitive loan documentation (including all documents and instruments required to create and perfect the Administrative Agent's first priority security interest in the collateral shall have been executed and delivered and, if applicable, be in proper form for filing, in each case reflecting the terms and conditions set forth in the Commitment Letter (including the Term Sheet and this Exhibit B) and in all other respects satisfactory to the Administrative Agent and the Lenders.

Stock Purchase Agreement. The SPA shall have been executed and delivered and the transactions provided for therein consummated.

Due Diligence. Antara's completion of customary business, tax, financial, legal, securities and collateral due diligence, with results satisfactory to Antara and its counsel, including the following: (i) review of Borrowers', Guarantors' and each of their subsidiary's books, systems and records, (ii) review of interim financial statements, (iii) background checks on senior management of Borrowers, Guarantors and each of their subsidiaries, (iv) an insurance review of the Borrowers', Guarantors' and each of their subsidiary's insurance policies to be completed by a third party firm acceptable to Antara with results satisfactory to Antara, (v) review of ERISA, regulatory, securities law, intellectual property, litigation, accounting, tax, licensing, certification and permit matters and labor matters, in each case, with results satisfactory to Antara in their reasonable discretion, and (vi) the corporate, capital, and legal structure of the Borrowers', Guarantors' and each of their subsidiaries shall be reasonably acceptable to Antara after giving effect to the Transactions.

Performance of Obligations. All reasonable and documented out-of-pocket costs, fees, expenses (including reasonable and documented out-of-pocket legal fees and expenses, and recording taxes and fees) and other compensation contemplated by the Commitment Letter payable to Antara, the Administrative Agent or the Lenders shall have been paid to the extent due and the Borrower shall have complied in all material respects and on a timely basis with all of their other obligations under the Commitment Letter and shall have caused the Borrower to become jointly and severally liable in all respects with all of their obligations under the Commitment Letter, effective upon the consummation of the transactions on the Closing Date.

Customary Closing Documents. Antara shall be satisfied that the Borrower has complied with all other customary closing conditions, including: (i) the delivery of legal opinions, corporate records and documents from public officials, lien searches, resolutions and officer's certificates; (ii) satisfactory confirmation of repayment of existing indebtedness; (iii) evidence of authority; (iv) obtaining third party and governmental consents necessary in connection with the transactions, the related transactions or the financing thereof; (v) absence of litigation affecting or threatening the Borrower or the transactions, the related transactions or the financing thereof; (vi) perfection of security interests, liens, and pledges, on the collateral securing the Term Facility; (vii) evidence of insurance and (viii) delivery of a solvency certificate from the chief financial officer of the Borrower in form and substance, and with supporting documentation, satisfactory to Antara, certifying that the Borrower and its subsidiaries are, on a consolidated basis, solvent. Antara will have received at least 10 days prior to the Closing Date all documentation and other information required by bank regulatory authorities under applicable "know-your-customer" and anti-money laundering rules and regulations, including the Patriot Act.

Expenses. All Expenses, including without limitation, all reasonable out-of-pocket and documented expenses (including, but not limited to, expenses of each Commitment Party's due diligence, investigation, expenses for audits, field examinations and appraisals, consultants' fees, structuring, syndication, transportation, duplication, messenger and travel expenses and reasonable and documented out-of-pocket fees, disbursements and other charges of external counsel incurred in connection with the SPA and the Term Facility and the preparation, documentation, negotiation and enforcement of the SPA and this Commitment Letter, the definitive loan documentation and any security arrangements in connection therewith shall he paid concurrently with the execution of the Commitment Letter and on the Closing Date. Notwithstanding the foregoing, the legal fees (exclusive of reasonable and documented out-of-pocket costs) payable by the Company in connection with the negotiation and documentation of the SPA and the Credit Facilities shall be capped at $400,000.00, with respect to which a partial payment of $150,000.00 shall, concurrently with the payment of the Commitment Fee, be paid on account by the Company to counsel to Antara and applied to the overall cap of $400,000.00. In consideration of the foregoing cap, the parties will endeavor in good faith to complete the negotiation and documentation of the SPA and the Credit Facilities in an efficient manner.

Exhibit 99.1

USA Technologies Announces $50 Million Financing Commitment

MALVERN, Pa. – October 9, 2019 -- USA Technologies, Inc. (OTC: USAT) (the "Company"), a cashless payments and software services company that provides end-to-end technology solutions for the self-service retail market, today announced that it received $20 million in equity financing from, and entered into a $30 million senior secured debt financing commitment with, Antara Capital Master Fund LP ("Antara"). Proceeds from the equity investment will be used to support USAT's operating activities.

Under the terms of the agreement, Antara purchased 3.8 million shares of common stock of the Company at $5.25 per share resulting in gross proceeds of approximately $20 million. In addition, Antara has committed to provide the Company with a $30 million senior secured debt facility subject to certain conditions, including completion of agreed upon loan documentation. The debt commitment provides that the Company would draw down $15 million of the $30 million debt facility at the time of completion of the loan documentation, and would draw down the remaining $15 million starting on a date that is nine months but no later than 18 months following the completion of the loan documentation. The debt facility would mature in five years and bear interest at 9.75% per annum.

The shares were sold in a private placement and have not been registered under the Securities Act of 1933, as amended (the "Act"), or any state securities laws, and may not be offered or sold in the United States absent registration, or an applicable exception from registration under the Act and applicable state securities laws. Pursuant to a registration rights agreement between the Company and Antara, the Company has agreed, at its expense, to file a registration statement under the Act with the Securities and Exchange Commission covering the resale of the shares by Antara.

William Blair & Company, L.L.C. acted as exclusive placement agent for the Company.

About USA Technologies, Inc.
USA Technologies, Inc. is a cashless payments and software services company that provides end-to-end technology solutions for the self-service retail market. With approximately one million two hundred thousand connections, USAT is transforming the unattended retail community by offering one solution for payments processing, logistics, and back-office management solutions. The company's enterprise-wide platform is designed to increase consumer engagement and sales revenue through digital payments, digital advertising and customer loyalty programs, while providing retailers with control and visibility over their operations and their inventory. As a result, customers ranging from vending machine companies, to operators of micro-markets, gas and car charging stations, laundromats, metered parking terminals, kiosks, amusements and more, can run their businesses more proactively, predictably, and competitively.

About Antara Capital
Antara Capital is a New York-based investment firm that invests in event-driven credit and special situation equities, focusing on research-oriented situations with the potential to actively create opportunities. Antara has a seasoned portfolio/risk manager with a strong track record of creating value. Antara looks to be a strategic partner to companies to enable them to unlock value for all stakeholders.

Forward-looking Statements:
"Safe Harbor" Statement under the Private Securities Litigation Reform Act of 1995: All statements other than statements of historical fact included in this release are forward-looking statements. When used in this release, words such as "anticipate," "believe," "estimate," "expect," "intend," and similar expressions, as they relate to the Company or its management, identify forward-looking statements. Such forward-looking statements are based on the beliefs of the Company's management, as well as assumptions made by and information currently available to the Company's management. Actual results could differ materially from those contemplated by the forward-looking statements as a result of certain factors, including but not limited to, the risk that the closing conditions or the definitive loan documentation would not be completed or satisfied by October 31, 2019; the risk that the closing conditions to the second draw under the debt facility would not be satisfied; the risk associated with the currently pending litigation or possible regulatory action arising from the internal investigation and its findings, from the failure to timely file the Company's periodic reports with the Securities and Exchange Commission, from the restatement of the affected financial statements, from allegations related to the registration statement for the follow-on public offering, or from potential litigation or other claims arising from the shareholder demands for derivative actions; and whether any appeal to the Nasdaq Listing and Hearing Council of the delisting of the Company's securities on Nasdaq will be successful or result in the reinstatement of trading of the Company's securities. Readers are cautioned not to place undue reliance on these forward-looking statements. Any forward-looking statement made by us speaks only as of the date of this release. Unless required by law, the Company does not undertake to release publicly any revisions to these forward-looking statements to reflect future events or circumstances or to reflect the occurrence of unanticipated events.

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