

Important Information Required by the U.S. Government

To fight the funding of terrorism and money laundering activities, Federal law now requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. When you open an account, we are required to ask you for your name, address, date of birth, and other information that will allow us to accurately identify you. Copies of your driver's license or other identifying documents may also be required.

- 1. Sale.** ATM Network, Inc. ("Seller") hereby agrees to sell, deliver and install, and the merchant named on the reverse side ("Buyer") hereby agrees to buy, receive and pay for in accordance with the terms of this Agreement, the automated teller machine(s) ("ATM") described on the reverse side of this Agreement. If Buyer determines to acquire the ATM with lease financing, Seller agrees to sell the ATM to Buyer's leasing company. Buyer shall promptly submit to its leasing company all required documents to allow payment by the leasing company upon installation of the ATM. If Buyer does not submit required documents prior to installation, Buyer shall be responsible to pay the purchase price as provided below. If Buyer's application for lease financing is not approved, this Agreement shall be deemed a Purchase Agreement. This sale is subject to acceptance by Seller.
- 2. Payment of Purchase Price.** The purchase price for the ATM(s) is as specified on the reverse side of this Agreement. Unless otherwise agreed in writing, Buyer shall pay any balance due on the purchase price for each ATM to Seller upon installation of the ATM. If any portion of the purchase price remains unpaid within ten (10) days after installation, Buyer shall pay interest to Seller on such portion at the rate of eighteen percent (18%) or the highest rate allowed by law for the period beginning on the installation date and ending on the date the purchase price is paid in full. Buyer authorizes seller to secure payment of any unpaid balance for an ATM by charging Buyer's credit card identified on page one plus interest specified herein or to utilize any other legal remedy available to Seller. At Seller's election, Buyer agrees that Seller may withhold from Buyer's share of any transaction and/or surcharge revenue payable to Buyer under a Site Location Agreement between the parties, such amount(s) as are necessary to pay off any equipment purchase obligation or any equipment related cost, until such amount(s) due is paid in full to Seller.
- 3. Monthly Access Fee.** The purchase price, by cash or lease, includes a monthly access fee payable over the term of the SLA between the parties. The payment for the access fee shall be deducted monthly from Buyer's share of transaction and/or surcharge fee revenue as set forth in the SLA between the parties. The Monthly Access Fee is for access to all systems of Network Service organizations such as Visa and Mastercard.
- 4. Place of Delivery.** Seller shall deliver the ATM to Buyer at the address for Buyer set forth in this Agreement, or as otherwise agreed upon by the parties. Title to and risk of loss, damage and destruction of the ATM shall pass to Buyer upon delivery of the ATM to Buyer or to the installation location.
- 5. Security Interest.** To secure the payment and performance of all of Buyer's obligations arising hereunder, including but not limited to the full payment of the price to be paid to Seller for each and every ATM purchased by Buyer hereunder, the Buyer grants to Seller a security interest in each and every ATM sold to Buyer hereunder. Buyer acknowledges that Seller may file financing statements.
- 6. Bill of Sale.** Upon full payment of the purchase price, this Agreement shall constitute a bill of sale.
- 7. ATM Warranties.**
 - (a) The ATM shall be warranted pursuant to the terms of the manufacturer's standard warranty (the "Standard Warranty"), a copy of which is available upon request, or such other Standard Warranty established from time to time by Seller, in the event Buyer purchases an ATM for resale and leases or otherwise conveys any ATM to its customers. Buyer shall pass the Standard Warranty on to Buyer's customers and shall not make any warranty or other representation on behalf of Seller other than those set forth in the Standard Warranty.
 - (b) BUYER UNDERSTANDS THAT THE STANDARD WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR OBLIGATIONS, EXPRESS OR IMPLIED. SELLER EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 8. Defective ATM.**
 - (a) If any ATM ordered by Buyer from Seller arrives defective, Buyer shall give Seller prompt notice of the defect. Seller shall either repair or replace the defective ATM on-site or instruct Buyer to return the defective ATM to Seller or the manufacturer at no cost to Buyer. Seller shall exchange and supply a nondefective ATM to Buyer in exchange for a returned defective ATM or, at Seller's option, Seller shall credit Buyer's account.
 - (b) Any defective part of an ATM returned for warranty service which is eligible for repair or replacement under the Standard Warranty may be returned to Seller at no cost to Buyer. Seller will repair or replace the part, at Seller's option, and return it to Buyer.
- 9. LIMITATION OF REMEDIES AND LIABILITY.** SELLER'S LIABILITY TO BUYER FOR A DEFECTIVE ATM IS LIMITED TO SELLER'S OBLIGATIONS UNDER THE STANDARD WARRANTY. IN NO EVENT SHALL SELLER BE LIABLE FOR COST OF PROCUREMENT, SUBSTITUTE GOODS, LOSS OF PROFITS, OR FOR ANY OTHER SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED.
- 10. Miscellaneous.**
 - (a) *Notice.* Any notice required or permitted by this Agreement, or given in connection with this Agreement shall be in writing and shall be deemed effective upon deposit in the United States mail, certified and return receipt requested, postage prepaid. Notices shall be delivered to the addresses set forth on the reverse side of this Agreement or to such other address as either Buyer or Seller may designate by notice in accordance with this provision.
 - (b) *Amendments.* No modifications or changes to this Agreement shall be valid or binding, nor shall any waiver of any term or condition in the future be binding, unless such modification, change or waiver is in writing and signed by all parties.
 - (c) *Binding Effect.* This Agreement shall be binding upon the parties, their legal representatives, successors and permitted assigns. Neither this Agreement nor any right hereunder may be assigned by Buyer without the prior written consent of Seller.
 - (d) *Entire Agreement.* This Agreement constitutes the entire understanding of the parties to this Agreement with respect to the subject matter hereof.
 - (e) *Collection Costs, Attorney Fees.* If suit or action is instituted in connection with any controversy arising out of this Agreement, the prevailing party in such suit or action shall be entitled to recover from and against the losing party, in addition to costs, such sum as the court may adjudge reasonable as attorney fees, including attorney fees in any appellate or bankruptcy proceeding. Buyer agrees to pay all costs of collection for sums due under this Agreement, including reasonable costs and attorney fees, whether or not suit or action is actually commenced.
 - (f) *Law.* This Agreement shall be construed in accordance with and governed by the laws of the State of Minnesota. The venue for bringing a suit or action arising out of this Agreement shall be Hennepin County, Minnesota.

Initials: _____