



If you have any problems or questions when filling out this form, please call us at 1.800.929.0228 or e-mail info@atmnetwork.net

10749 Bren Rd. E.
Minnetonka, MN 55343
1-800-929-0228
Fax: 877.928.6638

Customer ID _____

OFF-SITE OWNER AGREEMENT

This Agreement, entered into on this _____ day of _____, 20____, by and between ATM Network, Inc., a Minnesota corporation, 10749 Bren Road East, Minnetonka, MN 55343 (hereinafter known as "Network"), and _____, a _____, as off-site owner (OSO) _____.

RECITALS

WHEREAS, Network is a vendor of automated teller machines (ATMs) and parts and supplies therefore (collectively referred to as "Product") and a provider of ATM transactional processing and related services (hereinafter referred to as "Services");

WHEREAS, OSO is desirous of entering into an agreement with Network for (a) the purchase of Product; and (b) the arrangement of transactional processing services for its Product by Network at locations OSO has selected for Product placements; and (c) obtaining location leads from time to time from Network at the discretion of Network; and

WHEREAS, Network is willing to enter into an agreement with OSO for the provision of Products and Services.

NOW, THEREFORE, the parties above mutually agree to the following terms and conditions:

AGREEMENT

1. Equipment to be Purchased and Terms of Payment. Subject to the conditions set forth in paragraphs 2 and 3 hereof, Network agrees to sell to OSO and OSO agrees to purchase from Network, Product at the discounted prices specified on Appendix A (Schedule of Pricing). Purchase price for Product shall be paid in full when ATM is ordered by OSO, unless otherwise agreed to in writing by Network. Nothing in this agreement shall require OSO to purchase ATM equipment from Network or Network to sell ATM equipment to OSO.

2. Equipment Placement; Exclusivity. Network agrees to install any Product purchased by OSO from Network on the business premises of a location designated by OSO if so requested by OSO. Nothing in this Agreement shall preclude OSO from making its own ATM installations. Cost of installation of an ATM by Network shall be determined by mutual agreement between the parties. OSO agrees it will not place any other ATM or allow the placement of any other ATM at a location (whether indoors or outdoors) where Network has an exclusive processing right without the prior written permission of Network. OSO agrees that Network shall be OSO's exclusive provider of transactional processing services for all ATMs of OSO either purchased from Network or on ATMs placed for service by OSO where Network has provided the lead on such site location to OSO.

3. ATM Product Transaction Processing and Surcharge Fees. OSO agrees to have Network process and collect all transaction and surcharge fee revenue from ATM transactions at each OSO designated location where Network has either installed an ATM or provided the location site lead to OSO. Network will pay OSO for each assessable transaction made on an ATM at a Network installed or contracted location. For this purpose, an assessable transaction will be defined as any cash withdrawal made from a cardholder's account, which is subject to a surcharge assessment. Network will pay OSO its share of revenue as follows:

Network will pay OSO 100% of all surcharge revenue on each cash withdrawal transaction. The balance of any assessed ATM transactional processing charges shall be payable to Network as a processor's fee.

OSO's Signature

X _____

Network will pay all assessed interchange or transaction processor fees out of Network's share of ATM transactional processing and surcharge revenue. Payments due to OSO for transactions on ATM Product will be disbursed monthly by Network to OSO on or before the 25th day of the calendar month following the calendar month in which the transactions occurred. Network will provide OSO a monthly transaction report reflecting the number of cash withdrawal transactions at each ATM location, and OSO's share of the revenue earned from surcharge fees on each assessable cash withdrawal transaction. Payments by Network to OSO under this paragraph of the Agreement shall continue only for the term of this Agreement or unless otherwise terminated according to other provisions of this Agreement.

4. Placement Agreement; OSO Responsibilities. OSO acknowledges that a Placement Agreement will be entered into between Network and the merchant where an ATM is placed for service by OSO that provides, in part, for Network to do electronic data processing ("EDP") at the merchant's location for a term acceptable to Network. OSO agrees that OSO will provide all the normal services provided by an OSO for locations where ATMs are placed for service by OSO, including but not limited to: all customer relations, ATM maintenance coordination, cash deposits and monitoring of ATM activity. If OSO determines to discontinue service at a merchant location, OSO agrees to give Network at least sixty (60) days prior notice thereof. OSO further acknowledges that any location where Network has an ATM Placement Agreement with the merchant is a location exclusively under the control of the Network.

5. Adjustments. In the event any cash withdrawal transaction is disputed by the cardholder's (customer's) financial institution and, as a result is charged back by that financial institution, OSO hereby authorizes charging any such disputed amount (plus any assessed fees) directly to OSO's clearing account as identified in the signed ACH form. Network will use its best efforts to resolve chargeback issues in a fair and prompt manner. Any other disputed amounts or charges for denied transactions, balance inquiries, transfers or other costs associated with non-monetary transactions and any other network assessed fees, program fees or compliance costs, may, at Network's discretion, be offset, passed-through, increased, reduced, charged and deducted from any surcharge fees due OSO pursuant to this agreement.



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6. Monthly Access Fee, Electronic Payment Program Fee ("Fees"). OSO agrees to pay to Network, during the term of this Agreement, a monthly fee of \$15.00 for access to the systems of network services providers such as Visa and MasterCard. If access to the systems of network services providers, network interchange rates or internal processing costs of Network change, the Monthly Access Fee may, at Network's sole discretion, be subject to change upon 30 days prior written notice to Location. OSO further agrees to pay Network a fee for participation in Network's Electronic Payment Program in the amount of ninety-nine cents (\$0.99) per month. OSO authorizes Network to deduct all Fees from OSO's share of revenue as described in paragraph 3 hereof on a monthly basis.

7. Advertising Program. OSO agrees it will not participate in any ATM advertising program without the prior written permission of Network. OSO agrees to participate in any ATM advertising program ("Program") of Network or its affiliates. The Program includes, but is not necessarily limited to, advertising on the screen, body and peripheral to the ATM. Advertising may include, among other things, displays, posters, signs, promotions, on-screen messages or displays, dispensing of coupons and receipt paper promotions. OSO, through itself or others, will not cover up, remove or alter any advertising or allow any other person or entity other than Network to advertise on the ATM(s) during the term of this Agreement.

8. Processing Services. Network agrees to provide, and OSO agrees to utilize exclusively during the term of this Agreement, such electronic data processing services ("EDP") as Network, in its sole discretion, has selected to process all ATM transactions at locations where OSO has placed an ATM for service. Network agrees that it will use its best efforts to provide high quality data processing services from a service provider with a national or regional reputation for reliability, accuracy and customer satisfaction. OSO agrees to accurately complete, or has accurately completed, all of the necessary documentation as is reasonably required by Network to facilitate the implementation and delivery of such processing and other related services. In the event surcharge fees or other fees become non-assessable, the transaction fee option selected in Paragraph 3 shall be subject to automatic adjustment by Network.

9. Service and Labor. OSO shall receive any manufacturer's warranties available on each purchased and installed new ATM Product. In the event OSO desires to have Network provide service assistance on any OSO ATM, OSO shall have the right to contact Network technicians of OSO's choice on a direct basis for service. Upon completion of any Warranty Program, service shall be provided at a twenty-five percent (25%) discount to Network's normal rates for service. Parts will be supplied to OSO at Network's cost plus twenty-five percent (25%). Relocation of OSO's placement ATM Products will be at OSO's cost. OSO shall be responsible for paying any charges by Company for services rendered within thirty (30) days of the billing date for the same. OSO agrees that if such charges by Network to OSO are not paid according to said schedule, Network may withhold such charges from any fees payable by Network to OSO until such service charges are paid in full by OSO.

10. Inventory and Cash Requirements. OSO shall inventory an adequate supply of paper and ribbons at OSO's merchant locations, which supplies are available from Network to OSO. OSO agrees to keep sufficient amounts of cash in its merchant-placed ATMs during all business hours of the merchant.

11. Indemnification; Cash Management Services. OSO agrees to indemnify, defend and hold harmless Network, its officers, directors, employees, agents, affiliates and assigns from and against any and all losses, costs, claims, damages, fines, penalties, expenses (including attorney's fees) or liabilities that may occur as a result of any failure of OSO or of any entity owned or controlled by OSO or with whom OSO contracts, to fulfill any of OSO's duties or obligations under this Agreement or its agreement with any third-party merchant customer of Network. OSO further agrees to indemnify and hold Network harmless from and against any claim, demand or lawsuit that may be presented by any third party, or against any damages or liability that Network may suffer by reason of the operation (including cash-management services), maintenance or removal of an ATM at a location or as a result of any negligent acts or omissions of OSO, its agents or contractors in connection with this Agreement, and the subject matter hereof. This section shall survive the termination of this Agreement.

12. Relationship. OSO represents and warrants that OSO is an independent contractor, not Network's agent or employee, and acknowledges that OSO has no authority to obligate either Network or any third party, whether by agreement, warranty, representation or any other means. OSO shall bear all costs and expenses associated with OSO's own activities, including, but not limited to, worker's compensation payments, payroll taxes, income tax and social security withholding taxes, and any other costs, taxes, fees, or assessments, and shall indemnify, defend, and hold Network, its shareholders, directors, officers and employees harmless from any and all taxes, assessments, fees, or costs incurred by any assertion that OSO is not an independent contractor. Network shall bear all costs and expenses associated with Network's own activities, including, but not limited to, worker's compensation payments, payroll taxes, income tax and social security withholding taxes, and any other costs, taxes, fees, or assessments.

13. Term; Rolling Term. This Agreement shall have a rolling term for each ATM placed for service by OSO. A rolling term means that the term shall apply to each ATM installed hereunder separately and subsequent to the date of this Agreement. The rolling term shall be for five (5) years per installed ATM commencing on the date that an ATM is installed for operation, unless amended or sooner terminated by mutual written agreement of both Company and Location or otherwise terminated by Company pursuant to paragraph 14, below. Notwithstanding anything contained herein to the contrary, this Agreement shall be automatically extended for additional periods of five (5) years on each ATM unless either party provides to the other, at least ninety (90) days but no more than one hundred twenty (120) days prior to the end of each rolling term, written notice of its intention to terminate the agreement with respect to the particular ATM location designated for termination.

14. Termination for Breach. Either party may terminate this Agreement upon a material breach of this Agreement. Termination will be effective thirty (30) days after giving written notice of the breach and the non-breaching party's intent to terminate, unless the material breach is cured within said thirty (30) day period. If the party in default fails to cure its breach(es) within thirty (30) days following receipt of written notice of breach, this Agreement shall terminate on said date without further notice to the party in default.

15. Notices. All notices hereunder to either party shall be in writing and shall be sent by registered or certified mail, return receipt requested, to the addresses as listed in this Agreement. All notices shall be deemed received three (3) weekdays after the date of such mailing.

16. Attorney Fees. If suit or action is instituted to enforce or interpret any of the terms of the Agreement, the prevailing party shall be entitled to recover from the other Party, in addition to costs, such sums as the court may adjudge reasonable for legal fees at trial and on any appeal therefrom.

17. Disclaimer. OSO UNDERSTANDS AND AGREES THAT NETWORK MAKES NO WARRANTY, EXPRESS, IMPLIED, OR STATUTORY, AS TO ANY MATTER WHATSOEVER, INCLUDING THE CONDITION OF ANY PRODUCT PURCHASED BY OSO, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR THE APPROPRIATENESS OF ANY LOCATION REFERRED TO OSO BY NETWORK AS A POTENTIAL BUSINESS LOCATION. NETWORK HAS MADE NO REPRESENTATIONS OR WARRANTIES REGARDING PROJECTED REVENUES OR EXPENSES IN CONNECTION WITH OSO'S OPERATION OF PRODUCT OR THE PROJECTED SUCCESS OF ANY LOCATION REFERRED BY NETWORK TO OSO AS A POTENTIAL BUSINESS SITE FOR AN ATM OPERATION. THERE IS NO ASSURANCE THAT TRANSACTION LEVELS AND SURCHARGE FEES PAYABLE TO OSO WILL BE SUFFICIENT TO PAY ALL OBLIGATIONS OF OSO. NETWORK SHALL IN NO EVENT BE RESPONSIBLE FOR ANY LOST PROFITS OR DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES THAT OSO MAY INCUR. NETWORK'S SOLE LIABILITY TO OSO HEREUNDER EXCEPT AS OTHERWISE PROVIDED, SHALL BE TO REMEDY ANY BREACH OF THIS AGREEMENT IN A TIMELY MANNER.



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18. No Solicitation of Merchants. OSO agrees that, during the term of this Agreement and for a period of three (3) years following termination of this agreement, OSO will not, directly or indirectly, solicit, contact or communicate with any customer of Network whose name has been disclosed or provided to OSO for the purposes of OSO assisting a merchant in any phase of merchants' ATM operation, without the prior written permission of Network.

19. Liquidated Damages. OSO agrees (a) that in the event processing changes at any location covered by this Agreement, for any reason, without the prior written permission of Network, to a processor other than one selected by Network, prior to the end of the then-current term thereof, OSO shall pay to Network, upon demand or through ACH, which method is hereby authorized by OSO, or as a deduction from any amounts owed by Network to OSO, as liquidated damages, and not as a penalty, in satisfaction of the claims of Network, a sum of money equal to the average number of transactions per month on OSO's ATM(s), times the revenue earned by Network per each cash-withdrawal transaction, times the number of months remaining in the agreement as of the date of termination by OSO; and (b) OSO agrees that if OSO breaches the provisions of paragraph 18 of this Agreement, it shall pay, as liquidated damages for such breach, the sum of \$3,500 for each violation of paragraph 18 hereof. It is agreed that this provision for liquidated damages is fair and equitable and the amounts set forth above are reasonable under the circumstances. Nothing in this provision shall be interpreted to preclude Network from pursuing any other legal claim for money damages against OSO.

20. Changes in Processing Costs or Network Fees. In the event network services or third party processing companies change their network or processing fees, add new fees or processing costs and/or surcharge fees or other fees become partially or completely non-assessable, any transaction revenue payable to OSO under paragraph 3 shall be subject to automatic adjustment by Network upon providing fifteen (15) days written notice of the same to OSO. Upon request of OSO, Network shall provide OSO with proof of any change(s) in network service fees or processing fees.

21. Waiver. A waiver by either party of a breach of any provision of this Agreement shall not constitute a waiver of that party's rights to otherwise demand strict compliance with this Agreement and any and all provisions hereof.

22. Successors. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the successors and assigns (as such assigns are permitted herein) of each of the parties, provided that this Agreement or any modification or alteration thereof shall not be binding until such alteration or modification has been reflected in a document duly executed by all parties to this Agreement.

23. Prior Notice of Intent to Purchase. OSO agrees that it will obtain the prior written permission of Network to enter into an agreement with a third party to purchase an ATM being processed by Network. OSO agrees that in the event OSO purchases an ATM from a third party that is processing through Network as of the date of purchase by OSO, that OSO will continue to process transactions on such ATM with Network for the term of any agreement OSO has in place with Network. OSO further agrees that in the event it makes a third party ATM purchase as described in this paragraph, Network shall thereafter be entitled to elect to receive the portion of the revenue Network was entitled to receive under the terms of the SLA between Network and the third party prior to OSO's purchase or the share of revenue proposed for Network by OSO subsequent to such purchase, as solely determined by Network.

24. Right of First Refusal. In the event of any offer acceptable to OSO at any time or times during the original or extended term hereof, for the sale of OSO's ATM estate ("Estate"), in whole or in part, OSO, prior to acceptance thereof, shall give Network, with respect to each such offer, written notice thereof and a copy of said offer including the name and address of the proposed purchaser; and Network shall have the option and right of first refusal for sixty (60) days after receipt of such notice within which to elect to purchase the Estate, as the case may be, on the terms of said offer. If Network shall elect to purchase the Estate pursuant to the option and first refusal herein granted, it shall give notice of such election within such sixty (60) day period. Network's failure at any time to exercise its option under this paragraph shall not affect this Agreement and the continuance of Network's rights and options under this and any other paragraph herein.

25. Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto. There are no other promises, representations, terms, conditions, or obligations other than those contained herein. This Agreement supersedes all prior communications, representations, or agreements, oral or written, between the parties and shall not be modified except in writing signed by both parties. This Agreement shall also terminate and cancel any prior Off-Site Owner Agreements between the parties.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Agreement as of the day and year last stated below.

NETWORK:

X _____
ATM Network president Date

OSO:

X _____
Principal #1 Date

Print name Title

APPENDIX A SCHEDULE OF PRICING

OSO shall have the right to purchase ATM Products as follows:

OSO's price for the ATM Product: \$ _____ ATM Product means: Make _____ Model _____

Pricing includes shipping, installation, programming, training of personnel and basic sign package.