



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

A1

Customer ID

# O.S.O. AGREEMENT FOR ATM PURCHASE, LEASE OR PROCESSING

## 1. BUSINESS INFORMATION

OSO business type (check one)

Proprietorship  Corp.  S-Corp.  Partnership  Nonprofit

Business name

Federal Tax ID # (9 digits)

□ □ □ □ □ □ □ □ □

Incorporation date

SIC code

OSO street address (cannot be a P.O. box)

Ship ATM here  
 Mail statements here

City State ZIP code

Phone

Fax

Site name

Site street address (cannot be a P.O. box)

Ship ATM here  
 Mail statements here

City State ZIP code

Site contact

Site contact e-mail

## 2. OWNERSHIP INFORMATION

OSO Owner

Are you a U.S. citizen?  Yes  No

Title

Social Security #

Residence street address  Rent  Own

Date of birth

City State ZIP code

Phone

Ship ATM here  
 Mail statements here

Site owner

Are you a U.S. citizen?  Yes  No

Title

Social Security #

Residence street address  Rent  Own

Date of birth

City State ZIP code

Phone

Fax

## 3. BUSINESS HOURS

	Open	Close
<b>MONDAY</b> <input type="checkbox"/> Closed <input type="checkbox"/> Open 24 hours		
<b>TUESDAY</b> <input type="checkbox"/> Closed <input type="checkbox"/> Open 24 hours		
<b>WEDNESDAY</b> <input type="checkbox"/> Closed <input type="checkbox"/> Open 24 hours		
<b>THURSDAY</b> <input type="checkbox"/> Closed <input type="checkbox"/> Open 24 hours		
<b>FRIDAY</b> <input type="checkbox"/> Closed <input type="checkbox"/> Open 24 hours		
<b>SATURDAY</b> <input type="checkbox"/> Closed <input type="checkbox"/> Open 24 hours		
<b>SUNDAY</b> <input type="checkbox"/> Closed <input type="checkbox"/> Open 24 hours		

## 4. ATM HOURS

Check if same as business hours

	Open	Close
<b>MONDAY</b> <input type="checkbox"/> Closed <input type="checkbox"/> Open 24 hours		
<b>TUESDAY</b> <input type="checkbox"/> Closed <input type="checkbox"/> Open 24 hours		
<b>WEDNESDAY</b> <input type="checkbox"/> Closed <input type="checkbox"/> Open 24 hours		
<b>THURSDAY</b> <input type="checkbox"/> Closed <input type="checkbox"/> Open 24 hours		
<b>FRIDAY</b> <input type="checkbox"/> Closed <input type="checkbox"/> Open 24 hours		
<b>SATURDAY</b> <input type="checkbox"/> Closed <input type="checkbox"/> Open 24 hours		
<b>SUNDAY</b> <input type="checkbox"/> Closed <input type="checkbox"/> Open 24 hours		

## 5. ATM OPERATION

Terminal location

Inside  Outside

Building type

Public  Private  
 Mobile  Government

Restricted access?

Yes  No

Dedicated camera?

Yes  No

Expected monthly withdrawal amount

Expected no. of monthly transactions



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

A2

Customer ID

## SITE OWNER AUTOMATED CLEARING HOUSE (ACH) SETTLEMENT DATA

This section describes the bank account that the SITE OWNER wants to use for ACH services. If the site owner won't be using ACH, skip this section. OSO settlement data should appear on the OSO Settlement form. ACH refers to the electronic transfer of funds between bank accounts. This section provides ATM Network with the information needed to deposit your money into the proper accounts, and gives you the option to use ACH to pay for receipt paper, service calls and parts.

### 6a. DAILY

This section provides information about the bank account the SITE OWNER will use for daily ACH services. Each day, we'll deposit an amount equal to the amount of cash withdrawn the day before.

Besides filling out this section, the SITE OWNER MUST PROVIDE a VOIDED CHECK or LETTER FROM YOUR BANK, as explained below.

Corporate name/DBA name

#### Account type

- Business checking  Savings  
 Personal checking  General Ledger

Name on the account

Routing transit number

Account number

Bank name

Bank phone

Attach a VOIDED check, or a letter from your bank stating the customer's name, routing/transit number and account number.

### 6b. MONTHLY Same as daily

This section provides information about the bank account where the SITE OWNER will receive their surcharge income. Each month, we'll deposit their share of surcharge revenue for the previous month.

If the SITE OWNER wants to use the same account for both daily and monthly deposits, just check the "Same as daily" box above and leave this section blank.

Corporate name/DBA name

#### Account type

- Business checking  Savings  
 Personal checking  General Ledger

Name on the account

Routing transit number

Account number

Bank name

Bank phone

Attach a VOIDED check, or a letter from your bank stating the customer's name, routing/transit number and account number.

### 6c. PAYMENTS Same as daily Same as monthly

This section provides information about the bank account that the SITE OWNER will use for ACH withdrawals. It's the account we'll draw from for specific authorized charges, such as receipt paper or repairs.

If the SITE OWNER want to use the same account used for either daily or monthly deposits, just check the appropriate box above, indicate the service(s) they authorize payment for, and leave the rest of this section blank.

Payment authorized for (check all that apply):

- Paper  Parts and service

Corporate name/DBA name

#### Account type

- Business checking  Savings  
 Personal checking  General Ledger

Name on the account

Routing transit number

Account number

Bank name

Bank phone

Attach a VOIDED check, or a letter from your bank stating the customer's name, routing/transit number and account number.

### 6d. WITHDRAWAL AUTHORIZATION (needed only if section 6c filled out)

Customer authorizes ATM Network to initiate ACH transfer entries and to debit and/or credit the account identified herein for all costs and applicable taxes associated with ATM Network providing customer with the indicated services. Customer agrees to keep account funded to the extent needed to reasonably support transaction amounts posted by ATM Network. In the event that an ACH is returned unpaid to ATM Network, Customer agrees to pay a returned ACH fee of \$35.00 per returned item. All shortages and adjustments are the full responsibility of the Customer. The undersigned represents and warrants to ATM Network that the person executing the Authorization is an authorized signatory on the Account referenced herein and all information regarding the Account and the Account Holder is true and correct.

Signature | Printed name | Title | Date



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

A3

Customer ID \_\_\_\_\_

# O.S.O. AGREEMENT FOR ATM PURCHASE, LEASE OR PROCESSING — Page 3

## 7. MACHINE INFORMATION

Manufacturer	Model	No. ordered
Software	Surcharge amount	
LCD	Revenue split (% or \$)	
Lock	OSO: _____	
CDU	Location: _____	
TCP/IP		
EPP setup	EPP monthly	

## 8. LEASE INFORMATION

Est. monthly payment	First and last month's payment, plus tax _____ Document fee _____ <b>TOTAL DOWN PAYMENT</b>
Lease buyout price	
Lease length (months)	
Type of lease	

## 9. PURCHASE INFORMATION

Amount paid by check	Purchase price
Amount paid by credit card	Sales tax (if applicable)
Card type <input type="checkbox"/> Visa <input type="checkbox"/> Discover <input type="checkbox"/> M/C <input type="checkbox"/> Amex	Other charges
Card number	<b>TOTAL PRICE</b>
Expiration	Charge date
Card address: <input type="checkbox"/> Business location <input type="checkbox"/> Business mailing <input type="checkbox"/> Principal #1 residence	

## 10. CASH-LOADING DATA

This section gives information on cash handling, to help prevent fraud and so we know who to call if there's a problem with keeping the machine supplied with cash.

If you're not sure which box to check, check "ATM operator."

Funding method (who is responsible for keeping the machine loaded with cash?)

- ATM operator       ISO       Merchant  
 Bank/ISO       Bank/processor       Third party

Name of person who is loading cash

ATM owner

ATM owner contact phone no.

Source of loads

- ATM operator       Merchant       Armored car  
 ISO       Third party

Expected frequency of loads

- Daily       Weekly       Monthly  
 Twice weekly       Every two weeks

By signing below, each undersigned individual, who is either a principal of the applicant or a personal guarantor of its obligations, provides written instruction to Lender of its Assignee and certifies that all information provided is true and correct, and authorizes Lender or its assignee(s) to verify any credit information from whatever source it deems necessary and further authorizes Lender or its assignee(s) to investigate the references, statements or other data listed or accompanying this application. The undersigned authorizes all parties contacted including but not limited to any credit reporting agency to release credit and financial information requested by telephone or facsimile. The undersigned further understands that any information obtained now or from time to time will be treated confidentially and will only be used for securing financing or for the purposes of updating, renewing, or extension of such credit or additional credit and for reviewing or collecting the resulting account. A Photostat or facsimile copy of this authorization shall be as valid as the original. By signature below, I/we affirm my/our identity as the respective individual(s) identified in the above application. If credit card information is supplied, the signature below authorizes ATM Network, Inc. to charge the ATM purchase to purchaser's credit card, or to charge any Monthly Access fee due to ATM Network, Inc. to the credit card specified above.

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask for a copy of your driver's license or other identifying documents.

**X** \_\_\_\_\_ **X** \_\_\_\_\_  
Principal #1 signature Date National Account Manager Date

**X** \_\_\_\_\_ **X** \_\_\_\_\_  
Principal #2 signature Date Dealer/OSO Date



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 SETTLEMENT FORM

### OSO SETTLEMENT DATA

This form describes the bank account that the **OFF-SITE OWNER** wants to use for ACH services. Besides filling out this section, you must provide a **VOIDED CHECK** or **LETTER FROM THE OSO'S BANK**, as explained below.

Account owner

\_\_\_\_\_

Account type

Business checking    Savings    Personal checking    General Ledger

Name on the account

\_\_\_\_\_

Routing transit number

\_\_\_\_\_

Account number

\_\_\_\_\_

Bank name

Bank phone

You **must** attach a **VOIDED check**, or a **letter from your bank** stating the customer's name, routing/transit number and account number.

### 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: \_\_\_\_\_



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, including providing, from time to time, leads to OSOs on prospective ATM site locations (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** \_\_\_\_\_

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.



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

02

\_\_\_\_\_  
Customer ID

## OFF-SITE OWNER AGREEMENT — Page 2

**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. 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 NETWORK TO 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.

**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.



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 — Page 3

**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. Controlling Law and Compliance With Law.** This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Minnesota. OSO waives any right it may have to challenge the jurisdiction of the state and federal courts of Minnesota and irrevocably consents to their jurisdiction for dispute resolution. Location agrees it will comply with all state laws and regulations governing operation of ATMs and further agrees to post all consumer notifications provided by Network to Location or otherwise required by law in any state wherein OSO conducts operations.

**26. 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 Inc. 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.



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

P1

Customer ID \_\_\_\_\_

## ADDENDUM TO SITE LOCATION AGREEMENT AS REQUIRED BY DEBIT NETWORKS AND THE USA PATRIOT ACT

THIS ADDENDUM shall amend and shall constitute a part of, together with any exhibits or schedules attached hereto, that certain Site Location Agreement (the "Agreement") made as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_ ("ATM Operator") and ATM Network, Inc., 10749 Bren Road East, Minnetonka, MN 55343 ("ISO"). The terms hereof will for all purposes be deemed incorporated in the Agreement. In the event of any conflict between the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall control. All capitalized terms, unless otherwise indicated, shall have the meanings attributed to them in the Agreement.


The following provisions are added to the Site Location Agreement:

**Member Bank:** The Member financial institution sponsoring the ATM transactions under this Agreement is RBS Citizens Bank, N.A. whose principal address is 1 Citizens Plaza, Providence, RI 02903 and which can be reached for customer service at (888) 486-4949 (hereinafter "Member Bank").

**Compliance with Rules and Regulations:** ATM Operator and ISO each acknowledge that sponsorship of ATM Operator and its activities under this Agreement may be terminated for failure to comply with the terms of this Agreement: if the applicable networks determine that the ATM Operator is not qualified to act as such; or if they are found to be in violation of the rules and regulations of the applicable debit networks. ATM Operator further acknowledges that the applicable debit networks are the sole and exclusive owners of their respective Service Marks and agrees that it will not contest the ownership of the Service Marks for any reason whatsoever. The debit networks may at any time, immediately and without advance notice, prohibit the ATM Operator from using any of their respective Service Marks for any reason.

**Financial Information:** ATM Operator hereby acknowledges that it is required to provide requested financial information to Member Bank under this Agreement since the transactions settled by Member Bank hereunder constitute "financial transactions" under Federal Law (e.g., USA Patriot ACT). Member Bank is therefore required to obtain, verify, and record the required information. A consumer credit report and criminal background investigation may also be required by Member Bank in connection with the sponsorship of ATM Operator's activities under this Agreement. ATM Operator hereby authorizes Member Bank or any of its agents to investigate information or data obtained from Operator. ATM Operator further represents that all information provided to Member Bank and its agents are true and correct.

### ATM NETWORK SIGNATURE

Signed  
X   
Name  
Kurt Duhn  
Title  
General Manager  
Date

### CITIZENS BANK SIGNATURE

Signed  
X  
Name  
Title  
Date

### CUSTOMER DATA

A copy of this form must be completed by anyone owning 20% or more of the business

Signed X		Business name	
Principal #1		Federal Tax ID	
Title		Date of incorporation	
Date		Money Services Business?*	
Social Security No.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Date of Birth	Phone	Financial Institution? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Home street address		If Yes: <input type="checkbox"/> U.S. FI <input type="checkbox"/> Non-U.S. FI	
City		FI#/FDIC/NCUA/ASI: _____	
State		ZIP code	
U.S. Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No		If no, Country of citizenship	
Politically Exposed Person? <input type="checkbox"/> Yes <input type="checkbox"/> No			

\*A Money Services Business is generally defined as a person who engages in the business of accepting currency, or funds denominated in currency, and transmits the currency or funds, or the value of the currency or funds, by any means through a financial agency or institution, a Federal Reserve Bank or other facility or electronic funds transfer network or any other person engaged in the business of transferring funds. Specific definitions and limitations exist that may apply to your status as an MSB.