



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

PLACEMENT AGREEMENT

This Agreement is effective on the _____ day of _____, 20____, between ATM Network, Inc., 10749 Bren Road East, Minnetonka, MN 55343 (the "Company," which means Company or a Company-selected third-party provider), and _____ located at _____ (the "Location").

1. **Agreement.** Company agrees to place an ATM on the premises of Location and to share fees on transactions on the ATM with Location and Location agrees to provide space for a Company ATM on its premises.
2. **Equipment.** Parties agree Company will place an ATM of the Company's choice in an indoor location mutually agreed upon between the parties. The ATM and all related equipment, furnishings and signage are, and shall remain, at all times, property of Company and shall be operated solely by Company.
3. **Transaction Processing and Surcharge Fees.** Company shall be the sole transaction processor and surcharge fee collector for any placed ATM. Monthly rent for the ATM space used is \$_____ per assessable cash withdrawal transaction after the first _____ transactions. All other revenue belongs to Company. Location will be paid electronically on a monthly basis. A maximum surcharge fee of \$_____ will be set on all cash withdrawal transactions on any ATM. Maximum surcharge may be raised upon approval of both parties.
4. **Availability.** Any placed ATM shall at all times remain available for use by Location's customers during Location's normal business hours.
5. **Maintenance/Repair.** Company agrees to install, maintain and repair any ATMs placed for Location. Location agrees to let Company onto premises to repair or remove the ATM any time during regular business hours.
6. **Inventory and Cash Requirements.** _____ shall be solely responsible to keep sufficient amounts of cash in the ATM during all business hours. All cash kept in the ATM shall be the property of _____ and _____ agrees to bear all risk of loss of any ATM placed cash.
7. **Phone & Electrical Requirements.** Location agrees to provide, maintain and pay for a business telephone line or Ethernet (TCP/IP) capabilities and one (1) operating electrical power outlet (110V), within 2 feet of any ATM site.
8. **Exclusivity.** The parties agree that Company shall have the exclusive right to place and operate ATMs on Location's premises. Location agrees the Company placed ATM cannot be removed from the premises, or other ATMs placed on the premises, or any other data processing service be used for processing ATM transactions, except as may be agreed upon by Company in writing.
9. **Insurance Requirements.** To the best of its abilities, Location agrees to protect the ATM and its contents from damage, loss, theft, or destruction. Company shall provide and maintain property insurance against loss, theft, damage, or destruction of the ATM, or place the ATM at Company's own risk.
10. **Term.** This Agreement shall be for a term of five (5) years from the date of installation. This Agreement shall be automatically extended for additional periods of five (5) years each unless either party provides to the other, at least thirty (30) days but not more than ninety (90) days prior to the end of the term of the agreement, written notice of its intention to terminate.
11. **Removal; Termination.** Upon proper notice, as provided in paragraph 15, Company shall have the right to remove the ATM and other related equipment, furnishings and signage, within a reasonable period of time, from the premises, at the end of the initial term. Provided, however, if the ATM has not generated at least _____ transactions per month, on average, over any three consecutive month period following the date of installation, Company may cancel this Agreement and remove any placed ATM from Location's premises after proper notice as described herein.
12. **Property Ownership or Lease Terms.** Location represents and warrants that it is the owner of the Premises or that it holds a lease or option to renew the lease for said Premises that will be in effect for at least two (2) years following the execution date of this Agreement; that it has authority to grant Company undisturbed use of the Premises for the term hereof, as well as access for Company to the ATM for any purpose.
13. **Equipment Relocation.** In the event Location transfers or moves its business from the Premises, Location shall notify the Company not less than thirty (30) days prior to any such event. In such event, this Agreement shall be automatically deemed amended to apply to Location's new Premises for the remaining term of this Agreement.
14. **Cancellation.** Either party may terminate this Agreement, at any time, for unlawful activities by either party, or as otherwise provided in paragraphs 11 and 23, upon ten (10) days notice as required in paragraph 15 hereof.
15. **Notices.** All notices hereunder shall be in writing and shall be by registered or certified mail, return receipt requested, addressed to Location, simply to whom it may concern, at its address as listed in the preamble of 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 (including an action for replevin), 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.



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PLACEMENT AGREEMENT — Page 2

17. **Independent Contractors.** The parties hereby agree they are each independent contractors and neither Location nor Company or any selected third party provider are an agent of the other.

18. **Disclaimer.** LOCATION UNDERSTANDS AND AGREES THAT COMPANY MAKES NO WARRANTY, EXPRESS, IMPLIED, OR STATUTORY, AS TO ANY MATTER WHATSOEVER, INCLUDING THE CONDITION OF THE ATM, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. COMPANY SHALL IN NO EVENT BE RESPONSIBLE FOR ANY LOST PROFITS OR DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES THAT LOCATION MAY INCUR. COMPANY'S SOLE LIABILITY TO LOCATION HEREUNDER, EXCEPT AS OTHERWISE PROVIDED, SHALL BE TO REMEDY ANY BREACH OF THIS AGREEMENT IN A TIMELY MANNER.

19. **Adjustments.** (Applicable to Merchant loading cash only.) In the event any cash withdrawal transaction is disputed by a cardholder's (customer's) financial institution and, as a result is charged back by that financial institution, Location hereby authorizes charging any such disputed amount (plus any assessed fees) directly to Location's clearing account as identified in the signed ACH form. 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 Company's discretion, be offset and deducted from any fees due Location pursuant to this Agreement.

20. **Assignment.** Location shall not assign or in any way dispose of all or any part of its rights or obligations under this Agreement without the prior written consent of the Company.

21. **Compliance with Laws.** Any ATM and equipment operated hereunder shall be operated in accordance with all applicable laws, rules, and regulations.

22. **Controlling Law.** This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Minnesota. The jurisdiction and venue for any legal proceeding to interpret or enforce this Agreement shall be the federal or state courts of the State of Minnesota, County of Hennepin.

23. **Destruction or Condemnation.** In the event of destruction or damage to any of the premises, either in whole or in part, which would prevent the use or occupancy of any of the premises for the intended purpose of this Agreement, then either party may terminate this Agreement with ten (10) days' written notice to the other party.

24. **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.

25. **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.

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 and cancels all prior communications, representations, or agreements, oral or written, between the parties and shall not be modified except in writing signed by both 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.

COMPANY:

X _____
ATM Network Inc. President Date

LOCATION:

X _____
Principal #1 Date

Print name

Title