



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 \_\_\_\_\_

# AGREEMENT FOR ATM PURCHASE, LEASE OR PROCESSING

## 1. BUSINESS INFORMATION

Business type (check one)

Proprietorship    Corp.    S-Corp.    Partnership    Nonprofit

Business name \_\_\_\_\_

DBA name    Check here if same as above

Federal Tax ID # (9 digits)

Incorporation date

SIC code

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

City \_\_\_\_\_ State \_\_\_\_\_ ZIP code \_\_\_\_\_

Phone

Fax

Contact

Contact E-mail

Mailing street address    Check here if same as above

City \_\_\_\_\_ State \_\_\_\_\_ ZIP code \_\_\_\_\_

## 2. OWNERSHIP INFORMATION

Principal #1

Are you a U.S. citizen?    Yes    No

Title

Social Security #

Ownership %

Residence street address

Rent    Own

Date of birth

City

State

ZIP code

Phone

Fax

Principal #2 (if applicable)

Are you a U.S. citizen?    Yes    No

Title

Social Security #

Ownership %

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 \_\_\_\_\_



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A2

Customer ID

## AUTOMATED CLEARING HOUSE (ACH) SETTLEMENT DATA

Automated Clearing House (ACH) refers to the electronic transfer of funds between ATM Network and your designated bank account(s). 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 or parts.

### 6a. DAILY

This section provides information about the bank account you 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, you **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 you will receive your surcharge income. Each month, we'll deposit your surcharge revenue for the previous month.

If you want 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 you will use for ACH withdrawals. It's the account we'll draw from for specific authorized charges, such as receipt paper or repairs.

If you want to use the same account you use for either daily or monthly deposits, just check the appropriate box above, indicate the service(s) you 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



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A3

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

## 7. MACHINE INFORMATION

Manufacturer	Model	No. ordered
Software	<b>Surcharge amount</b>	
LCD	Revenue split (% or \$)	
Lock	Location: _____	
CDU	Other: _____	
TCP/IP		
EPP setup	EPP monthly	
\$9.49	\$7.49	

## 8. LEASE INFORMATION

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

## 9. PURCHASE INFORMATION

Purchase price \_\_\_\_\_

Sales tax (if applicable) \_\_\_\_\_

Other charges \_\_\_\_\_

**TOTAL PRICE** \_\_\_\_\_

## 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



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OR

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

## AGREEMENT FOR ATM PURCHASE, LEASE OR PROCESSING

### 11. PAYMENT

**Agreement type**

Lease  Purchase

**Amount paid by check**

**Amount paid by ACH**

**Amount paid by credit card**

**Card type**

Visa  Discover  
 M/C  Amex

**Card number**

**Expiration**

**Charge date**

**Card Address**

Business location  
 Business mailing  
 Principal #1 residence

**FOR INTERNAL USE ONLY**

Surcharge  
Option: \_\_\_\_\_

Interchange \_\_\_\_\_

EPP: \_\_\_\_\_

EPP setup \_\_\_\_\_

Add to Portal \_\_\_\_\_

Initials: \_\_\_\_\_

Date: \_\_\_\_\_

## ORDER SUMMARY

Item	Price	Qty.	Subtotal
<b>ATM</b> (As described in Section 7)			
<b>Door sticker</b>			
<b>Lighted sign</b>			
<b>ATM banner</b>			
<b>Metal pole sign</b>			
<b>RELATED PRODUCTS</b>			
<b>Wireless adapter</b> Ditch the phone line, go anywhere			
<b>Internet adapter (Systec box)</b> Faster transactions, no phone line			
<b>Internet over power</b> Use electrical wires to transmit data			
<b>Custom wrapping</b> Wrap your ATM in custom graphics			
<b>Custom painting</b> Paint your ATM in custom colors			
<b>Advertising screens</b> Put your logo or ad on your ATM screen			
<b>Receipt advertising</b> Put your logo or message on your ATM receipts			
<b>RELATED SERVICES</b>			
<b>Site locator service</b> We find ATM sites for you			
<b>Check-collection service</b> Fast, easy, high collection rate			
<b>Check verification</b> Verify checks in-store with the enCheck 3000			
<b>Credit card processing</b> Lower your credit-card fees			

**Subtotal:** \_\_\_\_\_

**Tax:** \_\_\_\_\_

**Shipping:** \_\_\_\_\_

**TOTAL:** \_\_\_\_\_

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



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# SITE LOCATION AGREEMENT

This Agreement is effective on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between ATM Network, Inc., 10749 Bren Road East, Minnetonka, MN 55343 (the "Company"), and \_\_\_\_\_ located at \_\_\_\_\_ (the "Location").

- 1. **Equipment.** Location agrees to place its own AUTOMATED TELLER MACHINE("ATM") on its Premises in an indoor location or locations as mutually agreed upon.
- 2. **Availability.** Location agrees that the ATM shall at all times remain available for use by Location customers during Location's normal business hours for the term of this Agreement. The previous sentence notwithstanding, Company reserves the right to schedule reasonable downtime to accomplish necessary maintenance or system improvements, not to exceed five percent (5%) of available time, per calendar month.
- 3. **Transaction Processing and Surcharge Fees.** Company shall collect all transaction revenue from the ATM and pay Location for each transaction made on the ATM. A transaction, for purposes of computing revenue due to Location, will be defined as any assessable cash withdrawal made from a cardholder's account. Company will pay Location per transaction under either of the following Location selected options:

**Option 1** \_\_\_\_\_ Location receives 100% of surcharge revenue on assessable cash withdrawal transactions plus 13 months of free maintenance, parts and repairs on the ATM (available on new ATMs only).\*

Merchant's Signature

**X** \_\_\_\_\_

**Choose either Option 1 or Option 2**

**Option 2** \_\_\_\_\_ Location receives 90% of surcharge revenue on cash withdrawal transactions plus free maintenance, parts and repairs on the ATM for the term of this Agreement.\*

Merchant's Signature

**X** \_\_\_\_\_

\*Provided, however, that any damage to an ATM caused by vandalism, other intentional acts or Acts of God shall not be covered by the provisions of either of the above-referenced service options.

Location agrees its share of transaction revenue will be disbursed monthly by Company to Location on an electronic basis.

- 4. **Installation & Training.** Company agrees to install the ATM, train Location's staff, coordinate routing of telephone lines as may be required (subject to paragraph 9, below), coordinate shipment and delivery of the ATM and initial supplies to Location. If Location acquires the ATM through Company, all of these services are included in the ATM purchasing price.
- 5. **Maintenance/Repair.** Company agrees to provide all maintenance, parts and repair of the ATM at the Location. To the extent not covered by Option 1, charges for such services shall be at Company's standard rates for maintenance, parts and repairs. Location shall be responsible for paying any charges by Company for such services in a timely manner. Location agrees that if such charges by Company to Location are not paid in a timely manner, Company may withhold such charges from any revenue due to Location under this Agreement until the outstanding maintenance, parts or repair services charges are paid in full. In the event the ATM at Location's premises is vandalized, Company agrees to assist Location in the filing of any insurance company claims, if so requested by Location. Location agrees it shall make no alteration or addition to the ATM, and shall not permit anyone, other than an authorized representative of Company, to perform any service or repair work on the ATM, without Company's prior written approval.
- 6. **Processing Services.** Company agrees to provide, and Location agrees to utilize exclusively during the term of this Agreement, such data processing services as Company, in its sole discretion, has selected, to process all ATM transactions on any Location owned or leased ATM on Location's premises or on any ATM placed on Location's premises pursuant to a third party placement agreement, during the term of this Agreement. Company 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. Location agrees to accurately complete, or has accurately completed, all of the necessary documentation as is reasonably required by Company 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 Company.
- 7. **Cash Requirements and Inventory.** Location agrees to keep sufficient amounts of cash in its ATM during business hours. Location also agrees to inventory an adequate supply of paper and ribbons at Location's premises, which are available for purchase from Company.
- 8. **Phone & Electrical Requirements.** Location agrees, at its expense, to provide and maintain a dedicated business telephone line and one (1) operating electrical power outlet (110V) within 2 feet of the ATM site. Location shall pay for monthly charges incurred in connection with such telephone line and electrical power usage.
- 9. **Sole Provider.** Location shall neither permit the removal of the ATM from the Premises, nor allow the placement of any other ATMs on the Premises, nor subscribe to any other data processing service for processing ATM transactions during the term of this Agreement, except as may be agreed upon by Company in writing or as otherwise required by any lessor of the ATM. Location further agrees that Company shall have the exclusive right to advertise on the screen and the body of the ATM during the term of this Agreement.
- 10. **Insurance Requirements.** Location agrees to protect the ATM and its contents from damage, loss, theft, or destruction. Location shall provide and maintain property insurance against loss, theft, damage, or destruction of the ATM in an amount not less than the full replacement value of the ATM. Insurance shall include a waiver of any subrogation rights and Location waives any rights of recovery against Company arising from such loss, theft, damage or destruction. Location agrees it is solely responsible for providing security against theft at the Premises and Company shall have no liability to Location in the event of theft or damage. All cash kept in the ATM shall be the property of the Location and Location shall bear the risk of loss if any cash is stolen or otherwise lost or destroyed.

11. **Term.** This Agreement shall be for a term of five (5) years from the date of ATM installation, unless amended or terminated by mutual written agreement of both Company and Location or 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 each unless either party provides to the other, at least thirty (30) days and not more than ninety (90) days prior to the end of the term of the agreement, written notice of its intention to terminate.



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## SITE LOCATION AGREEMENT — Page 2

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 of equal or greater length than the initial five-year term of this Agreement.

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. The ATM shall be placed in a mutually agreed upon indoor location or locations.

14. **Cancellation.** Company may terminate this Agreement at any time in the event Location engages in unlawful activity in connection with the use or operation of the ATM, or in the event Location breaches a material provision of this Agreement.

15. **Liquidated Damages.** Location agrees that in the event it terminates, for any reason, this Agreement between Location and Company, prior to the end of the then current term thereof, Location shall pay to Company, upon demand or through ACH, which method is hereby authorized by Location, or as a deduction from any amounts owed by Company to Location, as liquidated damages, and not as a penalty, in satisfaction of the claims of Company, a sum of money equal to the average number of transactions per month on Location's ATM(s) times the revenue earned by Company per each cash withdrawal transaction times the number of months remaining in the agreement as of the date of termination by Location. It is agreed that this provision for liquidated damages is fair and equitable and the amount set forth above is reasonable under the circumstances. Nothing in this provision shall be interpreted to preclude Company from pursuing any other legal claim for money damages against Location.

16. **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.

17. **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. Location agrees to pay all costs of collection for sums due to Company under this Agreement, including attorney fees, whether or not suit or action is commenced.

18. **Company Not Agent.** Location understands and agrees that the Company is not an agent of any lessor of the ATM; that it has no authority to act on behalf of or for any lessor, and that it is not authorized to waive or alter any term or condition of any lease for the ATM; and that it is not an agent of Location for any purpose whatsoever.

19. **Disclaimer.** EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, 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.

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. **Controlling Law and Compliance With Law.** This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Minnesota. Location waives any right it may have to challenge the jurisdiction of the state and federal courts of Minnesota and irrevocably consents to their jurisdiction. Location agrees it will comply with all state laws and regulations governing operation of an ATM on its premises and further agrees to post all consumer notifications provided by Network to Location.

22. **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, 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, passed-through, increased, reduced, charged and deducted from any Transaction Processing Fees or Transaction Surcharge Fees due Location pursuant to Paragraph 3, above.

23. **Monthly Access Fee.** Location agrees to pay to Company, 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 Company change, the Monthly Access Fee may, at Company's sole discretion, be subject to change upon 30 days prior written notice to Location.

24. **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.

25. **Authority.** The undersigned are the duly authorized representatives of Location and Company and have all of the necessary authority to execute and perform this Agreement.

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. Location hereby acknowledges that sales representatives or Dealers affiliated with Company are not authorized to make or approve any additions to, deletions from or alterations of the printed provisions of this Agreement, or to terminate this Agreement, and that no such addition, deletion, alteration or termination shall be valid or binding on Company unless in writing and signed by an officer of Company. Any purported amendment, modification or termination of this Agreement which is oral, or which is in writing but not signed by both Location and an officer of Company, shall be void and of no effect whatsoever.

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 president Date

LOCATION:

X \_\_\_\_\_  
Principal #1 Date

Print name

Title



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.