

## ATM MERCHANT PROCESSING AGREEMENT

This Agreement is entered into effective \_\_\_\_\_, 2\_\_\_\_, between MONEY MACHINE LLC, 250 Stephenson Hwy, Troy, Michigan 48083 ("Company"), and \_\_\_\_\_ ("Merchant").

**1. Equipment.** Merchant agrees to place its own automated teller machine ("ATM") in a mutually agreed indoor location or locations at the premises identified in Exhibit 1 attached hereto (the "Premises"). This Agreement shall apply to each location identified in Exhibit 1. Unless otherwise agreed, the ATM shall be located to provide an unrestricted view of the ATM from the front entrance of the Premises.

**2. Availability.** Merchant agrees that the ATM shall at all times remain available for use by Merchant's customers during Merchant's normal business hours during the term of this Agreement. Company reserves the right to schedule reasonable downtime to accomplish necessary maintenance or system improvements.

**3. Transaction Surcharge.** Merchant may impose a transaction surcharge fee upon ATM transactions, subject to applicable law or processor/network rules. Merchant may establish the initial surcharge amount and may increase or decrease the surcharge fee in its sole discretion. Company will collect all surcharge revenue from the ATM and will pay to Merchant 100% of surcharge fees for each transaction on the ATM. For this purpose, a transaction is defined as any cash withdrawal made from a cardholder's account resulting in the collection of the surcharge fee as described above.

**4. Installation/Training.** If the ATM is purchased from Company, Company agrees to ship the ATM, train Merchant's staff. These services are included in the ATM cost unless otherwise agreed. Merchant will prepare the site for installation and obtain any permits required by local authorities. Programming and installation extra.

**5. Maintenance/Repair.** If the ATM is purchased from Company, Company agrees to provide all parts for one (1) year and labor for ninety (90) days for repair and maintenance. For other ATM equipment purchased from Company, Company agrees to extend to Merchant any applicable manufacturer's warranty for repair and maintenance of the ATM. After expiration of initial warranty periods, Company will continue to provide parts, maintenance and repair services for the ATM at its standard rate structure and Merchant will be responsible to pay these costs to Company. If Merchant does not pay these costs in a timely manner, Company may withhold such costs from transaction and surcharge fees payable to Merchant. Subject to Company's obligations above, Merchant will notify Company within twenty-four (24) hours of first becoming aware of the problem. Company will respond within a reasonable time frame after receiving the notice from Merchant. Company will have the right at any reasonable time and at all times during business hours to enter into and upon the Premises for the purpose of inspecting, repairing, maintaining or upgrading the ATM and observing its use. Merchant will clean the exterior of the ATM on a periodic basis and will maintain the space surrounding the ATM in a safe, neat and orderly condition with unobstructed access to the ATM.

**6. Processing Services.** Company agrees to provide, and Merchant agrees to utilize exclusively during the term of this Agreement, such data processing services as Company has selected to process all ATM transactions. Company may add, delete or change ATM network affiliations, as it deems appropriate in its discretion. Merchant agrees to accurately complete, or has accurately completed, all of the documentation as is reasonable required by Company to facilitate the implementation and delivery of such processing, settlement, automated clearing house and other services provided by Company. Certain electronic monitoring and remote programming services provided by Company may be offered to Merchant at an additional cost. Merchant is responsible for all excise taxes or charges imposed or levied upon the processing services provided by Company, or other taxes or charges imposed upon operation or ownership of the ATM, excluding income taxes payable by Company.

**7. Inventory Requirements.** Merchant will inventory an adequate supply of paper at the Premises; these supplies are available from Company at a cost to Merchant. Merchant will keep sufficient amounts of cash in the ATM at all times during Merchant's business hours.

**8. Phone and Electrical Requirements.** Merchant will, at its expense, provide and maintain a dedicated business dial-up telephone line and one (1) dedicated operating electrical power outlet (110V) both within 2 feet of the ATM site. Merchant will pay for monthly charges incurred in connection with such telephone line and electrical power usage.

**9. Exclusivity.** Merchant will not permit the removal of the ATM from the Premises, nor allow the placement of any other ATMs on the Premises (whether inside or outside), nor subscribe to any other data processing service for processing ATM transactions during the term of this Agreement, except as specifically approved by Company in writing.

**10. Insurance Requirements.** Merchant agrees to protect the ATM from damage, loss, theft or destruction. Merchant will 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 Merchant waives any rights of recovery against Company arising from such loss, theft, damage or destruction. In the event of damage to or destruction of the ATM, Merchant will promptly repair the damage or replace the same with a comparable ATM. Merchant is solely responsible for providing security against theft at the Premises and Company will have no liability to Merchant in the event of theft or damage. All cash kept in the ATM shall be the property of Merchant and Merchant will bear the risk of loss if any cash is stolen or otherwise lost or destroyed.

**11. Property Ownership or Lease Term.** Merchant represents and warrants that it is the owner of the Premises or that it holds a lease or option to renew the lease for the Premises of equal or greater length than the initial 5-year term of this Agreement.

**12. Equipment Relocation.** In the event Merchant transfers or moves its business from the Premises, or if Merchant sells its business and moves the ATM to a new location, Merchant will notify Company not less than thirty (30) days prior to any such event. In such event, this Agreement shall be deemed amended to apply to Merchant's new Premises for the remaining term of this Agreement. If a purchaser of Merchant's business purchases the ATM, this Agreement shall be assumed by the purchaser.

**13. Adjustments.** Under current rules and regulations, an ATM owner is not liable for adjustments due to fraudulent ATM transactions which occur without the authorization of the cardholder or the knowledge of the ATM owner. Transaction disputes are administered by the networks and the data processor; a nominal administrative fee may be assessed to an ATM owner by a network and/or processor in connection with a dispute. In the event a cardholder or financial institution disputes a transaction, the disputed amount and any assessed fee may be charged directly to Merchant's clearing or settlement account or may offset and reduce any transaction fees due to Merchant pursuant to Section 3. If Merchant disputes the adjustment in a timely manner and provides evidence that the transaction occurred, including evidence that the cash available in and dispensed through the ATM were in balance on the date of the disputed transaction, Company will diligently assist Merchant to resolve the transaction dispute and obtain a reversal of an erroneous adjustment. Any amounts owed by Merchant to Company may be offset against transaction fees payable to Merchant by Company.

**14. Term.** This Agreement shall be for a term of five (5) years from the date of installation, unless amended or terminated by written agreement signed by both Company and Merchant or terminated as set forth below. Upon the expiration of the initial term, this Agreement may be renewed by Company for an additional period of five (5) years & shall self renew without 90 day prior notice.

**15. Termination: Notice.** Either party may terminate this Agreement, effective thirty (30) days after giving written notice of intent to terminate, upon the occurrence of a material breach provided that such breach continues for thirty (30) days after notice of such breach. All notices hereunder shall be in writing and shall be deemed given upon personal delivery or upon deposit in the United States mail, first class postage fully prepaid, return receipt requested, addressed to Company and Merchant at their respective addresses as listed below. Any party may change its address for notice in accordance with the terms of this section. Operator may terminate At any time the transaction volume is below operators 300 per month transaction average.

**16. Attorney Fees.** If suit or action is instituted to enforce or interpret any of the terms of this 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 in any appellate or bankruptcy proceeding. Merchant 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.

**17. Company Not Lessor's Agent.** Merchant understands and agrees that 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.

**18. Disclaimer.** EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, MERCHANT 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 HAS MADE NO REPRESENTATIONS OR WARRANTIES REGARDING PROJECTED REVENUES OR EXPENSES IN CONNECTION WITH THE OPERATION OF THE ATM. THERE IS NO ASSURANCE THAT TRANSACTION FEES PAYABLE TO MERCHANT WILL BE SUFFICIENT TO PAY ALL OBLIGATIONS OF MERCHANT WITH RESPECT TO THE ATM. COMPANY SHALL IN NO EVENT BE RESPONSIBLE FOR ANY LOST PROFITS OR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES THAT MERCHANT MAY INCUR. COMPANY'S SOLE LIABILITY TO MERCHANT HEREUNDER, EXCEPT AS OTHERWISE PROVIDED, SHALL BE TO REMEDY ANY BREACH OF THIS AGREEMENT IN A TIMELY MANNER. Neither party will be liable for failure to perform its obligations under this Agreement if such failure is due to acts or events beyond such party's reasonable control.

**19. Assignment.** Merchant 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 company.

**20. 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 all provisions hereof.

**21. Entire Agreement.** This Agreement, together with any Sale Agreement relating to the purchase or lease of the ATM, constitutes the entire agreement of the parties as to the subject matter hereof. There are no other promises, representations, terms, conditions or obligations other than those contained herein. This Agreement supersedes all prior communications, representations or agreement, oral or written, between the parties and shall not be modified except in writing signed by both parties. Merchant hereby acknowledges that sales representatives 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 Merchant and an officer of Company, shall be void and of no effect whatsoever.

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

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties of the parties have executed this Agreement.

**Money Machine**  
250 Stephenson Hwy  
Troy, Michigan 48083

1-888-660-7722 X1603  
1-248-283-6201 Fax

**MERCHANT**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Merchant's Name, Address and telephone number)

BY: \_\_\_\_\_  
Authorized Officer

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

DATE: \_\_\_\_\_

Witnessed BY: \_\_\_\_\_ DATE: \_\_\_\_\_