



191 Lost Lake Lane
Campbell, CA 95008

Office (408) 399-7500

**ATM Processing & Site Location Agreement
Free Placement ATM**

This agreement constitutes the whole agreement between the Business Owner (hereinafter referred to as ("LOCATION")) and *ATM Concepts, Inc., an Independent Sales Organization (ISO), authorized to process Automated Teller Machines transactions* (hereinafter referred to as "COMPANY") and no modifications of waivers shall be binding unless made in writing and signed by all involved parties and attached hereto.

LOCATION signer warrants and guarantees that he/she has the right and the authority to enter into this agreement and agrees to the terms and conditions contained herein. LOCATION grants COMPANY an exclusive right in regards to ATM service. The LOCATION owns or leases the premise, which is suitable for the purpose of operating Automated Teller Machine ("ATM" / "Terminal" / "Equipment") and desires to have the ATM machine(s) installed at the LOCATION to dispense ATM cash money to the public exclusively by COMPANY. No other ATM service will be allowed by LOCATION.

LOCATION will allow equipment to be bolted to the floor for security and the placement of the equipment will be in an area of the LOCATION to provide the most customer traffic. LOCATION agrees to provide full public access to equipment during LOCATIONS normal business hours and supply electricity to operate equipment. LOCATION will allow access to COMPANY for installation, service, repair, & maintenance of the equipment and promptly notify COMPANY of the need for service and repair on the equipment and will use its efforts to prevent damage to, or destruction of, the equipment.

COMPANY will be responsible for all operation expenses and maintenance cost of equipment. LOCATION is not responsible for any theft, vandalism, repairs, or loss of vault cash of the ATM. COMPANY excepts all liability for the ATM at LOCATION.

COMPANY reserves the right to assign this ATM Site Agreement and its interest in this agreement. LOCATION shall provide COMPANY with thirty (30) days prior written notice of its intent to sell or substantially all of the assets of the LOCATION.

All ATM signs and equipment installed at the LOCATION by COMPANY are the sole and exclusive property of the COMPANY, unless LOCATION has in their possession a purchase order invoice showing they purchased said items. COMPANY can remove equipment any time for any reason. LOCATION will allow COMPANY to raise surcharge amount to help out with operating costs and expenses any time without notice.

This agreement was made and entered into on the date of _____ and shall be binding for a term of 2 years and shall **automatically renew** at the end of the term or any extended term for a like term of the same number of years, unless the LOCATION gives COMPANY written notice of termination of the agreement not less than ninety (90) days before the end of any term.

In the event of any action or proceeding of any sort arising from this agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred therein.

By mutual agreement a surcharge of \$ _____ will be charged for every surcharged transaction. LOCATION will receive a commission amount of \$ _____ per surcharged withdrawal if and when the transaction volume reaches over 75 transactions a month and COMPANY has a signed W-9 from LOCATION. Commissions will be paid by the 15th of every month.

This agreement is between COMPANY and _____
Business Name (LOCATION)

Located at _____
Address of Business City State Zip Code

COMPANY

LOCATION

ATM Participant

Authorized Signature

Email Address

Authorized Signature

Print Name

Business Phone #

FOR OFFICE USE ONLY

ATM, Make: _____, Model: _____, Serial # _____.

ATM dedicated communication device Serial # or phone number # _____.

Investor: _____ P-1: _____ P-2: _____.

P-3: _____ Cash Provider: _____ Creator: _____.