



ATM PROCESSING AGREEMENT

Send original, completed documents to:
Payment Alliance, 38585 Apollo Pkwy, Willoughby, OH 44094

This ATM Processing Agreement (“Agreement”) is entered into between Payment Alliance International, Inc., a Delaware corporation, having its principal place of business at 11857 Commonwealth Drive, Louisville, KY 40299, (“PAI”) and the person or entity identified on the signature page (“ATM Owner”). PAI is a registered ISO for its sponsoring financial institution(s). This Agreement is deemed accepted by PAI on the date an ATM terminal identification number is issued by PAI to ATM Owner (“Effective Date”).

ATM Transaction Processing Services. This Agreement is for automated teller machine (“ATM”) transaction processing services only, for the ATM identified on Exhibits A and B, and does not include ATM equipment, ATM supplies, or telecommunication or internet protocol devices for the transmission of data. The ATM Owner understands and agrees that it is responsible for the supply of ATM equipment (meeting then-current network standards), supplies and communication devices. Throughout the Term of this Agreement, ATM Owner shall keep all such equipment in good repair and continuously operational for its customers during regular business hours, excluding short periods of downtime necessary for cash loading and maintenance. ATM Owner agrees to place the ATM at a secure location as identified on Exhibits A and B, and agrees that the ATM may not be moved without prior written notification to PAI.

ATM Operational Requirements. ATM Owner, either itself or through an arrangement with a reputable cash loading service, shall keep a sufficient amount of cash in the ATM to meet expected customer requirements, which may vary from time to time. ATM Owner, at its expense, shall supply a dedicated business telephone line, or IP connection, as well as one standard electrical power outlet that is unaffected by unusual current draw from other machinery or equipment. ATM Owner shall place the ATM in a physical location that maximizes customer access and ATM Owner shall adequately display on the ATM all program symbols, service marks, and names that inform the public of qualifying cards and networks. ATM Owner understands that its right to use and display such symbols, marks, and names will continue only so long as this Agreement is in effect and for such period of time as PAI has the authority to use or display those symbols, marks, and names. ATM Owner bears all responsibility for compliance with local, state, or federal laws, and Network and sponsoring financial institution regulations regarding the deployment of ATMs. ATM Owner shall not knowingly permit any ATM transaction involving a card that was not originated by a nationally recognized card issuer. To comply with current Network rules, the ATM must permit a maximum cash withdrawal limit of not less than two hundred dollars (\$200).

Relocation of ATM. In the event ATM Owner desires to move the ATM to another business location, it shall provide advance written notice to PAI, it being understood by ATM Owner that the continuous reporting of the location of the ATM is a Network regulatory compliance requirement. At such time as ATM Owner delivers written location information to PAI, and that written location information is accepted by PAI, this Agreement is deemed amended to apply to, and reflect the address of, the relocated ATM.

Transaction Authorization Networks. Upon the successful completion of all necessary authorization data and documents, PAI shall provide ATM Owner’s terminal with access to debit and credit networks, both national and regional (collectively, the “Networks”), and processing switches, each as selected by PAI in its sole discretion, as well as the settlement of transaction funds in the settlement account identified on Exhibit A. Settlement shall typically occur within 48 hours, in accordance with Federal Reserve rules, and subject to special rules for weekends and holidays.

ATM Surcharge Fee. If an ATM surcharge fee is permitted by state law as well as the card issuing bank or network, and ATM Owner (and/or its cash loader) chooses to impose any such charge or surcharge upon the customer, notice of the imposition of any such charge or surcharge must be prominently displayed in a manner which makes the customer reasonably aware that such a charge or surcharge exists *prior* to the completion of a transaction. ATM Owner shall identify the surcharge on Exhibit A and that surcharge fee is the sole revenue payable to ATM Owner under this Agreement. PAI shall pay surcharge fees to ATM Owner (and/or its cash loader, as applicable) on or before the last day of the month following the month that surcharge is earned.

Network fees and costs. PAI shall provide the ATM transaction processing services specified in this Agreement based on then-current national and regional ATM Network fee and cost schedules, and ATM Owner agrees that it is responsible for changes in fees and costs from the Networks, such fees and costs to be passed on to ATM Owner by PAI. With respect to any transaction that is disputed or charged back by a cardholder, Network, or processing switch, ATM Owner authorizes, or authorizes on behalf of its cash loader, the charging of the settlement account for the amount of the dispute, chargeback and assessed fees.

Exclusivity. This Agreement is for ATM transaction processing on any and all ATMs in use at the location identified on Exhibits A and B. During the Term of this Agreement, all ATM transaction processing shall remain the sole and exclusive property of PAI, and ATM transaction processing cannot be placed with, or facilitated by, any other company or entity without the prior express written consent of PAI. The ATM Owner shall not permit the installation or removal of ATMs at the location identified on Exhibits A and B, except as agreed in writing by PAI.

Term. The term of this Agreement (the “Term”) shall be for an initial period of five (5) years commencing on the Effective Date and shall thereafter automatically renew for successive five (5) year periods unless terminated in writing by either party not less than sixty (60) days prior to the expiration of the initial term or subsequent renewal term. Termination in writing must be made using U.S. Certified Mail; no other method is acceptable.

Suspension/Extension - In the event the ATM stops processing or is shut down for reasons beyond the control of either PAI or ATM Owner, the Term in effect at that time will be temporarily suspended and extended for the time the ATM is down; for example if the ATM is inoperable for six months due to a mechanical problem, then the Term will be extended for six months once ATM becomes operable again.

Termination. Upon the Effective Date any rights to cancel are forfeited, except that either the ATM Owner or PAI shall have the right to terminate this Agreement for breach of a material condition of this Agreement by the other party if that other party has failed to resolve the breach within thirty days of receipt of written notification. Further, in the event of a Network regulatory compliance issue associated with the ATM Owner or the ATM, PAI reserves the right to immediately deactivate the operation of the ATM and/or terminate this Agreement. If this Agreement is terminated without cause by ATM Owner, or the ATM ceases to process ATM transactions with PAI prior to expiration of the original Term, or any renewal Term, then: (1) ATM Owner shall be liable to PAI and shall pay to PAI a deactivation fee of \$150 as partial reimbursement to PAI for its ATM set up and shut down expenses and network service charges; and (2) ATM Owner shall be liable to PAI and shall pay to PAI a termination fee for its loss of income based upon the following calculation: [Average monthly ATM transactions for all months of the Term leading up to the month transactions cease *multiplied* by the number of months remaining in the Term of this Agreement *multiplied* by the sum of PAI’s average monthly interchange from Networks per transaction added to PAI’s share of surcharge per transaction] or \$500, whichever is greater. ATM Owner authorizes PAI to collect its deactivation fee and loss of income from unpaid surcharge revenue or by electronic funds transfer from ATM Owner’s settlement or clearing account.

Inactivity Fee. ATM Owner expressly recognizes and agrees that if it fails to turn on and/or activate the ATM covered by this Agreement within thirty days after the Effective Date, ATM Owner shall pay \$100.00 to PAI as reimbursement for set-up and related network service charges.

Sale or Transfer of ATM Owner's Business. Upon sale or transfer of all or part of ATM Owner's business it is the ATM Owner's responsibility to obtain the transfer of this Agreement to ATM Owner's transferee and obtain from PAI written consent to such transfer. ATM Owner understands and agrees that this Agreement is separate and distinct from the ATM and the sale or transfer of one does not imply the sale or transfer of the other, and ATM Owner shall remain bound under the terms of this Agreement until its transferee consents in writing to such transfer. PAI's consent shall not be unreasonably withheld provided said transferee has a good credit history and reputation and all necessary authorization data and documents are delivered to PAI.

Warranty Disclaimer. PAIMAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE ATM IDENTIFIED ON EXHIBITS A AND B, OR ANY ATM EQUIPMENT, ATM SUPPLIES, OR TELECOMMUNICATION OR INTERNET PROTOCOL DEVICES FOR THE TRANSMISSION OF DATA. THE ATM OWNER UNDERSTANDS AND AGREES THAT IT IS SOLELY RESPONSIBLE FOR THE DEPLOYMENT OF THE ATM AND ASSOCIATED ATM EQUIPMENT, ALL MEETING THEN-CURRENT NETWORK STANDARDS. TO THE FULLEST EXTENT PERMITTED BY LAW, PAI WILL NOT BE LIABLE FOR ANY BUSINESS INTERRUPTION, LOSS OF PROFIT, DATA OR THE LIKE (WHETHER DIRECT OR INDIRECT IN NATURE) OR FOR ANY OTHER FORM OF INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, AND PAI'S SOLE LIABILITY UNDER THIS AGREEMENT IS TO REMEDY ANY BREACH OF CONTRACT CLAIM MADE IN WRITING BY ATM OWNER, OR IN THE EVENT PAI IS NOT ABLE TO REMEDY THE BREACH OF CONTRACT CLAIM, MAXIMUM MONETARY DAMAGES OF TWO HUNDRED DOLLARS. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY DELAY OR DEFAULT (OTHER THAN PAYMENT OF MONEYS DUE) ARISING OUT OF ACTS OF GOD, FLOODS, EPIDEMICS, QUARANTINE RESTRICTIONS, WAR, RIOTS, OR ACTS OF TERRORISM. ATM OWNER AGREES THAT PAI IS NOT RESPONSIBLE FOR ANY NETWORK OR PROCESSING SWITCH PROBLEMS OR DOWNTIME.

Indemnification and Confidentiality. ATM Owner agrees to indemnify and holds PAI harmless from any and all liability, loss, costs, damages, attorneys' fees, and expenses of any kind or nature, either known or unforeseen, which PAI may sustain by reason of ATM Owner's failure to comply with such laws, rules, regulations, or ordinances, or any harm or injury sustained by or inflicted upon any persons patronizing ATM Owner's business. ATM Owner and its ATM cash loader authorize PAI to share information regarding this Agreement and ATM transactions processed pursuant to this Agreement as necessary to respond to a police or governmental request or court order. ATM Owner shall retain a copy of all ATM transaction logs and records evidencing any transaction involving the use of the ATM for a period of three (3) years, or longer if so required by any local, state, or federal law, or Network or sponsoring financial institution regulations regarding the deployment of ATMs.

Warranty of Authority and Non-Interference. ATM Owner warrants that it has full legal authority to enter into this Agreement and (1) that no prior contract exists with any entity or person, other than PAI, for ATM transaction processing for ATMs at the location specified on Exhibits A and B, or in the event a prior contract exists that the contract has been fully performed or released and ATM Owner has no further obligations under said contract, and (2) that this Agreement does not interfere with any contractual or legal obligations ATM Owner may have with respect to any contract or agreement for the placement of an ATM and/or ATM transaction processing at the location specified on Exhibits A and B, and ATM Owner agrees to indemnify, defend and hold harmless PAI from any and all claims or liability arising out of this warranty of authority and non-interference.

Severability. In the event any part of this Agreement is determined by any court or regulatory authority to be invalid or unenforceable, then this Agreement shall be automatically modified to eliminate that part which is affected thereby. The remainder of this Agreement, however, shall remain in full force and effect to the extent allowed by law.

Right of Offset. ATM Owner grants PAI the right to apply any money or revenue due ATM Owner under this Agreement to any late or unpaid invoices due PAI pursuant to other agreements with ATM Owner.

Choice of Law, Jurisdiction, Legal Fees, Costs and Expenses. All disputes, disagreements and controversies between the parties regarding the terms, conditions, interpretation, performance or binding nature of this Agreement shall be governed and resolved in accordance with the laws of the state of Kentucky with sole and exclusive jurisdiction and venue in any court of Jefferson County, Kentucky that meets all necessary jurisdictional requirements, or otherwise the corresponding Federal court in the western district of Kentucky. ATM Owner expressly agrees that the aforementioned court(s) of law can exercise personal jurisdiction over ATM Owner and that ATM Owner expressly waives the affirmative defense of lack of personal jurisdiction before said court. In any action at law or in equity relating to this Agreement, the prevailing party shall be entitled to recover from the other party its costs, expenses, legal fees and attorney fees as the court may deem reasonable and proper.

Entire Agreement. This Agreement, along with Exhibits A and B which are made a part of this Agreement by this reference, and any amendments referencing this Agreement, is the complete agreement between PAI and ATM Owner relating to ATM transaction processing services, superseding all proposals or prior or contemporaneous representations, negotiations, understandings, or agreements, whether oral or written. Any modification of, or amendment to, this Agreement shall not be valid or effective unless it is set forth in writing, signed by ATM Owner and accepted by PAI's authorized corporate representative in writing.

AS THE ATM OWNER, I AGREE TO THE TERMS OF THIS ATM PROCESSING AGREEMENT (REVISION DATED 03/01/08), PAGES 1, 2, 3 (EXHIBIT A) AND 4 (EXHIBIT B), AND I CERTIFY THAT I HAVE THE AUTHORITY TO ENTER INTO THE ATM PROCESSING AGREEMENT AND I HAVE MADE NO MODIFICATIONS TO THE PRE-PRINTED TEXT ON ANY OF PAGES 1, 2, 3 OR 4.

ATM OWNER (Legal Business Name): _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ATM Owner E-mail: _____

**ATM PROCESSING AGREEMENT
EXHIBIT A**

Terminal ID: _____

Live Date: _____

FW/SW Version: _____
(PAI Use Only)

ATM TERMINAL INFORMATION

ATM Manufacturer and Model: _____ Serial No: _____

Is BIN Blocking required for this ATM? YES NO

Currency Denomination: \$20 Other: \$ _____

Surcharge Fee: \$ _____ ATM Phone Number: _____

Location Phone: _____ Location E-mail: _____

Location Type: _____ (Example: Supermarket, Gas Station, Convenience Store, Restaurant, or other description)

Location Business Hours: _____ AM PM until _____ AM PM Time Zone: _____

WELCOME TO _____

(This is the name that will display on your ATM welcome screen. Up to five lines, 20 characters per line available. Use additional sheet if necessary.)

ATM CASH LOADER INFORMATION

As the ATM Cash Loader ("ATM Cash Loader"), I authorize Payment Alliance International, Inc., or any other third party processor of PAI's choice to initiate transfer entries and to debit and/or credit the designated ACH account identified below for the settlement of all transaction processing services, and ATM Cash Loader has all right, title and interest in and to the designated account. This authorization shall remain in effect unless and until PAI has received written appropriate notification that this authorization has been terminated in such time and manner to allow PAI or its third party processor to act. PAI or its third party processor shall have the right to credit and debit the account for the settlement of ATM terminal transactions and transaction adjustments on behalf of ATM Cash Loader. This includes the assessment of fees for any customer disputes not responded to by the ATM Cash Loader within seven days. The ATM Cash Loader agrees to provide a voided check (which may not be a starter check), and any other bank documentation (signed by an authorized bank representative) required to grant authority to PAI or its third party processor to credit or debit the account. ATM Cash Loader agrees to pay any cardholder charge back fees accessed by any network, processing switch, or PAI and to allow such charge back fees to be deducted from transaction credits to the designated ACH account or, in the alternative, monthly surcharge revenue payments to the ATM Cash Loader. All shortages and adjustments are the full responsibility of ATM Cash Loader. ATM Cash Loader further agrees to comply with all electronic-fund-transfer, ACH, network, or processing switch rules, regulations and requirements.

Bank Name/Branch: _____ Address: _____

Exact Name on Bank Account: _____ Type of Account: Business Checking Other: _____

Bank Contact Person: _____ Title: _____ Phone: _____

Routing #:

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 Account #: _____

ATM CASH PROVIDER INFORMATION (What is the source of cash to load the ATM?) Choose one following:

I am the ATM Owner, I am also the ATM Cash Loader, and I obtain cash from my settlement account, which is listed above.

I am the ATM Owner, I am also the ATM Cash Loader, and I obtain cash from the cash drawer of my register at my business where the ATM is located.

I am the ATM Owner, but I do not load cash into my ATM. Instead, I utilize a third party to load cash into my ATM and this is the information for that third party:

ATM Cash Loader: (Include all information for, and the signature of, the ATM cash loader.)

Company Name: _____ Phone Number: _____

Signature: _____ E-mail: _____

Printed Name: _____ Date: _____

Title: _____

EXHIBIT B to Payment Alliance International, Inc. ATM Processing Agreement: ATM Operator Application and Agreement
(ATM operator: Any entity receiving revenue from ATM fees or stocking ATM cash)

MetaBank (dba Meta Payment Systems) ("Bank")

Payment Alliance International, Inc. and its wholly owned subsidiaries PAI ATM Services, LLC; PAI ATM Strategies, LLC (aka ATM Express); and PAI ATM Industries, LLC (aka WRG Services) (collectively, "ISO")

1. Name of Location (Legal Name)		12. ATM Operator Principal First & Last Name	
2. Name of Location DBA (Doing Business As)		13. ATM Operator Principal Home Street Address	
3. Physical Street Address of Location		14. ATM Operator Principal City, State, Zip	
4. City, State, Zip		15. Percentage of Ownership held by above named ATM Operator Principal	
5. Location Phone Number	6. Location Fax Number	16. ATM Operator Principal Social Security Number	17. ATM Operator Principal Date of Birth
7. Business Tax ID Number	8. Financial Institution Number (FI, FDIC, NCUA, ASI)	18. ATM Operator Principal "FULL" Legal Name (If same as above write same)	
9. Type of Business (Sole Proprietor, Partnership, LLC, Corporation, Financial Institution)		19. Any other names by which you are now or have been known:	
10. Email Address of Business Principal		20. Are you on parole or probation? Yes or No?	21. Have you ever been convicted of a felony? Yes or No?
11. Merchandise / Services Sold		22. Are there any other persons/entities that own or control [10%] or more of ATM?	23. If the answer to #22 was yes, such person/entities are deemed Other Principals. Please include above details about all Other Principals on a separate ATM Operator application.
24. In the event this Application is accepted by Bank and ISO, the above-named ATM Operator, ISO and the Bank (collectively, the parties) hereby agree as follows: (1) Bank will sponsor the ATM Terminal and financial transactions on the ATM Terminal that ATM Operator financially participates in. Bank will settle funds based on this Agreement, and on the separate agreements Bank has with ISO, the company that processes the transactions in the ATM Terminal. ATM Operator and ISO acknowledge that they have signed a separate agreement governing the placement and operation of the ATM Terminal(s) and to abide by the terms of such separate agreement; (2) The parties agree at all times to comply with applicable laws and regulations; (3) The Bank and/or ISO may terminate this Agreement in their sole discretion in the event that either ATM Operator or ISO fail to comply with this Agreement and/or with all system and Network Bylaws and Operating Regulations that may be amended from time to time; (4) ATM Operator and ISO will indemnify and hold harmless the Bank, the processor, the Networks you participate in (including but not limited to Plus System, Inc., MasterCard Worldwide, etc.) and Network Members, from and against any and all claims, losses or damages arising out of ATM Operator's or ISO's failure to comply with this Agreement, with applicable laws and regulations, and with the Bylaws and Operating Regulations; (5) The ATM Terminal surcharge rate will be fair and reasonable.			
25. APPLICATION DECLARATION: The undersigned Applicant represents that all information contained in this Application for Sponsorship, and any other documentation supplied thereto, is true and correct. The Applicant hereby applies for an account relationship with Bank and/or ISO, as an ATM Operator sponsored by Bank and/or ISO. The undersigned acknowledges that in order to fight the funding of terrorism and money laundering activities, Bank and/or ISO is required to verify the identity of each person who opens an account with Bank and/or ISO. Therefore, the undersigned agrees that Bank and/or ISO is authorized to obtain Consumer and (if applicable) Business Credit Reports and to undertake an OFAC and Criminal Background Investigation in connection with this Application. Applicant authorizes Bank and/or ISO or any of its agents to investigate information or data obtained from this Application. If there is more than one Principal indicated above, Applicant hereby provides the signed authorization for such Other Principals as well. Applicant agrees to provide any further information, including financial data, as may be reasonably requested by Bank and/or ISO. Applicant may, upon written request, obtain a complete and accurate disclosure of the nature and scope of the investigation requested hereunder. Applicant acknowledges that Bank and/or ISO may accept or deny this Application in its reasonable discretion.			
26. SIGNATURE OF ATM OPERATOR PRINCIPAL		DATE	
27. I.D., Drivers License Number or other identifying document		State Issued	Expiration Date
28. By signing below, ISO certifies that the document used to identify this ATM Operator was provided to ISO and, to the best of its knowledge, the above identification information is true and accurate and reflects the identity of this ATM Operator.			

SIGNATURE OF ISO: PAYMENT ALLIANCE INTERNATIONAL, INC.

SIGNATURE OF BANK: META PAYMENT SYSTEMS, a division of METABANK

NAME:

NAME:

TITLE:

TITLE:

DATE:

DATE:

MetaBank, dba Meta Payment Systems, 5501 S. Broadband Ln., Sioux Falls, SD 57108.

Privacy Policy

By signing this Agreement, ATM Operator hereby gives consent and authorization to ISO to release any and all Terminal information that is required by any Network. ISO shall not disclose or use such customer information other than to carry out the purposes for which it is intended (Due diligence to comply with Network Regulations). The following outlines Network Regulation and the use of information contained within this application: *ATM Networks mandate that all terminal placements have an Application/ATM Operator Agreement in place from November 1, 2005 forward, along with the due diligence information. Due diligence includes the results of the Credit Bureau, OFAC and criminal background checks of every party involved (i.e. hardware owners, lessors or operators – anyone who administrates [does key management or set up] or has physical access [loads cash, changes, paper, etc.] to the terminal). Information contained herewithin is used to complete due diligence, as required by Network Regulations.*

Meta Payment Systems, a division of MetaBank, ("Bank") sponsors the ATM Terminal and financial transactions on the ATM Terminal that you financially participate in. Bank and/or ISO settles funds based on agreements we have with you and ISO, the company which processes the transactions in the ATM Terminal. PAI is a registered independent sales organization of MetaBank.

Confidential
Revised 03/25/10