

# AAA ATM INC.

21284 E. Orion Way  
Queen Creek, AZ 85142  
Phone 602-377-1000  
Fax 602-296-7422

## ATM PROCESSING/PLACEMENT AGREEMENT

This ATM location processing agreement made on the \_\_\_\_ day of \_\_\_\_\_ 2009 by and between \_\_\_\_\_ herein called Business Owner and AAA ATM INC. hereinafter called AAA, agree on the following terms and conditions.

**WHEREAS:** AAA Is engaged in the business of selling, leasing, managing and providing FREE placements as well as processing transactions for ATM equipment and has been bank sponsored by Citizens Bank of Rhode Island, Merchant Product & Services, MCN170, Canton St. Norwood MA 02062.

**WHEREAS:** Business Owner desires to utilize the services of AAA.

1. **EQUIPMENT-** Business Owner agrees to purchase, lease, or provide its own AUTOMATIC TELLER MACHINE (ATM) or desires AAA to provide FULL ATM SERVICE for their location at the equipment address set forth below (the "Location"). The ATM shall be located so that it is visible from the front entrance of the location.
2. **PROCESSING-** AAA to provide all processing services for the ATM described at the Location below during the term of this agreement and any renewal thereof.
3. **AVAILABILITY-** Business Owner agrees that the ATM shall at all times remain available for use by the Locations customers during normal business hours for the term of this agreement. AAA reserves the right to schedule reasonable downtime for necessary maintenance or system improvements.
4. **TRANSACTION REVENUE-** Business Owner or AAA may charge a transaction surcharge to generate transaction revenue. A transaction is defined as any cash withdrawal that is assessed a surcharge. Increased transaction costs by third party processing provider due to change in network rules, regulations or laws shall be paid for by Business Owner, which may affect commissions payable to ATM Owner. AAA agrees to pay Business Owner a percentage, shown below, of the gross monthly transaction surcharge revenue collected. AAA will disburse commissions earned for transactions on or before the 20<sup>th</sup> of each calendar month, for previous month transactions. Business Owner shall comply with all posting and consumer notification requirements imposed by applicable law or network rules.

Business Owner's residual income: **Business Owner to receive 100% of surcharged transactions.**

5. **INSTALLATION & TRAINING-** If the ATM is purchased from AAA, AAA will ship and install the ATM along with initial supplies and train Business Owner or designated representatives. Business Owner agrees to prepare site for installation and obtain any and all required permits from local authorities. Business Owner will, at its expense, provide and maintain a dedicated dial-up telephone line or internet connection and one dedicated operating electrical power outlet (110V) both within two feet of the ATM site. **The power outlet must be left on 24 hours a day.**
6. **MAINTENANCE/REPAIR-** If the ATM is purchased from AAA a one-year manufacturer parts warranty on new equipment and a ninety-day parts warranty on used equipment will apply from the date of

purchase. Replacement of, equipment or components due to fire, water, other casualty, acts of God or by customer abuse and/or negligence, equipment movement, telecom problems, incorrect or improper loading of cash or receipt paper, acts of third party overhaul and any such excluded repairs or replacement shall be performed at Business Owners expense. Business Owner agrees to keep the ATM in good working order and condition. Business Owner will not permit anyone, other than an authorized representative of AAA, to perform service or repair work on the ATM without AAA's prior written approval. In the event of any ATM failure, damage or any other problem or suspicious activity, Business Owner will notify AAA within twenty-four hours of first becoming aware of the problem. AAA will have the right at any reasonable time and at all times during normal business hours to enter into and upon the premises for the purpose of inspecting, repairing, protecting, maintaining or upgrading, the ATM and observing its use.

7. **PROCESSING SERVICE-** AAA agrees to provide and Business Owner agrees to utilize exclusively during the term of this agreement, such data processing services as AAA has selected, to process all ATM transactions. AAA may add, delete or change ATM network affiliations, as it deems appropriate at its sole discretion. Business Owner is responsible for all excise taxes or charges imposed or levied upon the processing services provided by AAA, or other taxes or charges imposed upon the operation or ownership of the ATM, excluding income taxes payable by AAA.

8. **INVENTORY REQUIREMENTS-** Business Owner agrees to keep on hand an adequate supply of receipt paper at the premises: these supplies are available from AAA. Business Owner is responsible for related shipping costs. Business Owner agrees to maintain a sufficient amount of cash in the ATM at all times during normal business hours so that is available for use by the locations customers during normal business hours. Business Owner shall be in default if a sufficient amount of cash and supplies are not maintained.

9. **EXCLUSIVITY-** Business Owner will not permit the removal of the ATM from the location, nor allow the placement of any other ATM's at the location (inside or outside), nor subscribe to any other data processing service for processing ATM transactions at the location during the term of this agreement and Business Owners breach hereof shall constitute a default under the agreement.

10. **INSURANCE REQUIREMENTS-** Business Owner agrees to protect the ATM from damage, loss, theft or destruction. Business Owner 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 subrogation rights and Business Owner waives any rights of recovery against AAA arising from such loss, theft, damage or destruction. In the event of damage or destruction to the ATM, Business Owner will promptly repair the damage or replace the same with a comparable ATM. Business Owner is solely responsible for providing security against theft at the premises and AAA will have no liability to Business Owner in the event of theft or damage. All cash kept in the ATM shall be the property of Business Owner or AAA and Business Owner or AAA shall bear the risk of loss if any cash is stolen or otherwise destroyed depending on whom is providing ATM service.

11. **EQUIPMENT RELOCATION-** In the event Business Owner transfers or moves its business from the location, or Business Owner sells its business and moves the ATM to a new location, Business Owner will notify AAA not less than thirty days prior to any such event. In such event, this Agreement shall be automatically deemed amended to apply to Business Owners new location for the remaining term of this agreement. If a purchaser of Business Owners business/location purchases the ATM, Business Owner will cause this agreement to be assumed by the purchaser. AAA may withhold amounts payable hereunder until such time as the purchaser completes a written assumption of this agreement from the location.

12. **TRANSFER OF BUSINESS OWNERS INTEREST-** Business Owner may sell his interest in the ATM which is the subject of this agreement, only with the prior consent of AAA, which consent shall not be unreasonably withheld. As a part of the consent process, AAA shall require that the new owner of the ATM agree to assume all obligations under this agreement and to execute whatever documents or provide information necessary in order to secure the obligations of new Business Owner hereunder. AAA may also require that the selling Business Owner remain responsible hereunder until the term of the existing agreement has expired.

13. **ADJUSTMENTS-** Under current rules and regulations, an ATM Business Owner is not ultimately liable for adjustments due to fraudulent ATM transactions which occur without the authorization of the cardholder or knowledge of the ATM Business Owner. The networks and data processor administrator transaction disputes and in any such dispute, an administrative fee may be assessed to Business Owner by a network or processor. In the event a cardholder or financial institution disputes a transaction, while that dispute is being processed, the disputed amount and any assessed fee may be charged by AAA directly to Business Owners clearing or settlement account or AAA may offset or reduce any transaction

fees due to Business Owner pursuant to section four. If Business Owner 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. AAA will assist Business Owner to resolve the transaction dispute and obtain a reversal of an erroneous adjustment. AAA may offset any amounts owed by Business Owner to AAA against transaction fees due/payable to Business Owner. It is the sole responsibility of the Business Owner to retain a minimum of six months worth of the ATM journals.

14. **CARDHOLDER CHARGEBACKS-** In the event any transactions disputed by the cardholders financial institution and, as a result is charged back by that financial institution, Business Owner hereby authorizes charging any such disputed amount plus any assessed fees directly to Business Owners clearing account as identified in the signed ACH form or, any such disputed amount plus any assessed fees may, at AAA's option and sole discretion, offset and reduce any transaction processing fees or transaction surcharge fees due Business Owner pursuant to paragraph four.

15. **TERM-** This agreement shall be for a term of seventy two months unless amended or terminated by written agreement signed by both AAA and Business Owner or terminated by AAA pursuant to section sixteen, below. Notwithstanding anything contained herein to the contrary, upon the expiration of the initial term. Agreement will automatically be renewed for an additional sixty months unless the Business Owner provides written notice by way of certified mail of their intent not to renew ninety days prior to the end of the current term of the agreement but not more than one hundred and twenty prior to expiration.

16. **TERMINATION NOTICE-** Except as specifically noted elsewhere in this agreement, either party shall have the right to terminate this agreement for cause upon thirty days written notice. For purposes of this agreement, termination for cause means a material breach of this agreement that is not cured within thirty days of receipt by way of certified written notice of such breach. Notices should be sent to respective addresses listed below.

17. **FAILURE TO MAINTAIN ATM AS OPERATIVE AND AVAILABLE-** If Business Owner fails to insure that the ATM is operating and available as required by paragraph three above, and the subject ATM does not conduct transactions for a period of three consecutive days, AAA shall provide notice of this default either by phone or in writing and Business Owner shall have five days from the date of notice to restore the ATM to full operations and availability. If the ATM does not become fully operational and available and resume processing within twenty days from the date of notice from AAA, AAA shall have the right, in its sole discretion to declare the Business Owner in default and to proceed with any and all remedies permitted hereunder and under Arizona law or the state in which the ATM is located.

18. **DEFAULT/DAMAGES-** To the extent that the Business Owner fails to comply with the terms of this agreement, Business Owner shall be in default and AAA shall have the right to pursue any and all remedies available hereunder and pursuant to applicable state law. Notwithstanding the fact that this agreement may be terminated in the event of a breach, AAA shall be entitled to recover all damages permitted under applicable state law or Arizona law. In any event, not less than the amount of revenue which AAA might have reasonably expected to earn during the period of noncompliance through the normal termination date of this agreement. The lost revenue shall be calculated by taking the average monthly revenue generated by AAA from the ATM, which is the subject of this agreement, for the period of time from the date of execution through the date of noncompliance and multiplying that average monthly revenue by the number of months remaining under this agreement had it gone its full term.

19. **ATTORNEY FEES-** If a suit or legal 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 excluding travel and lodging and such sums as the court may adjudge reasonable for legal fees at trial and in any appellate or bankruptcy proceedings. Business Owner agrees to pay all costs of collection for sums due to AAA under this agreement, including attorney's fees, whether or not suit or action is commenced.

20. **DISCLAIMER-** EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, BUSINESS OWNER UNDERSTANDS AND AGREES THAT AAA MAKES NO WARRANTY, EXPRESSED, IMPLIED OR STATUTORY, AS TO ANY MATTER WHATSOEVER, INCLUDING THE CONDITION OF THE ATM, ITS MERCHANT ABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. AAA HAS MADE NO REPRESENTATIONS OR WARRANTIES REGARDING PROJECTED ATM REVENUES OR EXPENSES IN CONNECTION WITH THE OPERATING OF THE ATM. AAA SHALL IN NO EVENT BE RESPONSIBLE FOR ANY LOST PROFITS OR INCIDENTCONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES THAT THE BUSINESS OWNER MAY INCUR. AAA'S SOLE LIABILITY TO OWNER 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

OBLIGATION UNDER THIS AGREEMENT IF SUCH FAILURE IS DUE TO ACTS OR EVENTS BEYOND SUCH PARTY'S REASONABLE CONTROL.

21. **ASSIGNMENT/WAIVER-** Business Owner shall not assign or in any way dispose of all or any part of its rights or obligations under this agreement without prior written consent of AAA. 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 in the future.

22. **ENTIRE AGREEMENT-** This agreement, together with any sale agreement relating to the purchase or lease of the ATM, if applicable, constitutes the entire agreement of the parties as to the subject matter hereof. There are no promises, representations, terms, conditions, or obligations other than those contained herein. This agreement supersedes all prior agreements written or oral. Any purported amendment, modification, or termination of this agreement which is oral, or which is in writing but not signed by both the Business Owner and an authorized officer of AAA shall be deemed void and of no effect whatsoever.

23. **CONTROLLING LAW-** This agreement shall be construed, interpreted and enforced in accordance with the laws of the state of Arizona. The jurisdiction and venue for any legal proceeding to interpret or enforce this agreement shall be in Phoenix, AZ. Maricopa County.

24. **SPECIAL CONDITIONS-**

25. **ATM LOCATION ADDRESS-**

**IN WITNESS WHEREOF**, the undersigned a duly authorized representative of the parties have executed this agreement as of the date stated below.

**AAA ATM INC.  
21284 E Orion Way  
Queen Creek, AZ 85142  
Phone: 602-377-1000**

**Fax: 602-296-7422  
Brett Beuckens  
Authorized Signature:**

**BUSINESS OWNER:**

**Name:  
Address:  
City, State, zip:**

**Phone:  
Print Name:  
Authorized Signature:**

**Date:**

**Date:**

**Important: Customer will incur additional fee of \$75 if phone line and/or power are not complete and ready prior to installation. Phone line and power outlet must be within 3 feet of where ATM is to be permanently installed.**