



<b>DATE RECEIVED BY UCS:</b>	
<b>AGENT USE ONLY</b>	Office Code: _____ Rep Code: _____
	Sales Rep Name: _____
	Sales Rep Telephone: _____

53 Frontage Road, Perryville Industrial Park, Building III, Hampton, NJ 08827 • Tel: 800-698-0026 • Fax: 270-812-0197 • www.unitedcashesolutions.com

# ATM APPLICATION & AGREEMENT

This ATM PROCESSING AGREEMENT is made by and between United Cash Solutions ("UCS") and the undersigned ATM Merchant Applicant ("Merchant").

## ATM LOCATION

Location DBA Name		Corporate Name (if different)	
Business Address			
City		State	ZIP
Phone	Fax	E-mail	
Contact Name	Years in Business	# of Locations	Federal Tax ID #
Ownership Type <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> LLC <input type="checkbox"/> Other			Hours of Operation
Business Description			
Location Owner's Name (if not the ATM owner)			
Owner's Address			
City		State	ZIP
Phone		Social Security Number/Driver's License Number	

## ATM OWNER INFORMATION

<input type="checkbox"/> <b>MERCHANT</b> <input type="checkbox"/> <b>ISO</b> <input type="checkbox"/> <b>UCS</b>			
Owner #1 Name	SS#	DOB	% Ownership
Home Address	City	State	ZIP
Home Phone #	Drivers License #	State	Exp. Date    Title
Owner #2 Name	SS#	DOB	% Ownership
Home Address	City	State	ZIP
Home Phone #	Drivers License #	State	Exp. Date    Title

## BANK ACCOUNT INFORMATION

<b>SETTLEMENT ACCOUNT</b> - Merchant Cash Replenishment Deposit		
Bank Name	Bank Contact	Phone
Routing (ABA) #	Account (DDA) #	
Name as It Appears on the Account	Signer's Name	
<b>SURCHARGE ACCOUNT</b> - Surcharge Revenue Deposits		
Bank Name	Bank Contact	Phone
Routing (ABA) #	Account (DDA) #	
Name as It Appears on the Account	Signer's Name	

**ATTACH PRE-PRINTED VOIDED CHECK OR BANK LETTER**

**PLEASE NOTE THAT ALL ATMs REQUIRE AN ELECTRICAL OUTLET PRIOR TO INSTALLATION.**

## SALES OPTIONS

Select one of the three options below to best suit your ATM needs.

### OPTION 1: LEASE/PURCHASE

Purchase  Lease

#### MANUFACTURER

**Hyosung**  1520  1525  1800

**Triton**  RL1600  RL2000

Other: \_\_\_\_\_

#### SURCHARGES/FEES

ATM Surcharge Amount: \$ \_\_\_\_\_

Surcharge Amount to Merchant: \$ \_\_\_\_\_

Monthly Service Fee: \$ \_\_\_\_\_

Transaction Fee: \$ \_\_\_\_\_

Reg. E Item Fee: \$ 10.00

#### ADDITIONAL OPTIONS

- Shipping  
 Installation & Training  
 Bolting (required for vault cash)  
 MAS Hamilton Lock Purchase (required for UCS vault cash)  
 ATM Banner (4' x 4')  
 ATM Neon Sign

### OPTION 2: REPROGRAM

Manufacturer: \_\_\_\_\_

Model: \_\_\_\_\_

ATM Serial Number: \_\_\_\_\_

Pin Pad Serial Number: \_\_\_\_\_

Software Version: \_\_\_\_\_

Firmware Version: \_\_\_\_\_

#### SURCHARGES/FEES

ATM Surcharge Amount: \$ \_\_\_\_\_

Surcharge Amount to Merchant: \$ \_\_\_\_\_

Monthly Service Fee: \$ \_\_\_\_\_

Transaction Fees: \$ \_\_\_\_\_

Reg. E Item Fee: \$ 10.00

#### ADDITIONAL OPTIONS

- Bolting (required for UCS vault cash)  
 MAS Hamilton Lock Purchase (required for UCS vault cash)

### OPTION 3: FREE ATM PLACEMENT

#### SURCHARGES/FEES

ATM Surcharge Amount: \$ \_\_\_\_\_

Surcharge Amount to Merchant: \$ \_\_\_\_\_

Monthly Service Fee: \$ \_\_\_\_\_

Reg. E Item Fee: \$ 10.00

#### INCLUDED

ATM Machine  
 Installation  
 Training  
 Shipping & Handling  
 Bolting

United Cash Solutions' placement program is reserved for qualified Merchants only. To be eligible for an ATM machine utilizing Merchant's own cash, Merchant must meet a minimum quota of 300 transactions per month or a \$150 monthly minimum. To be eligible for an ATM machine with UCS vault cash services, Merchant must meet a minimum quota of 500 transactions per month or a \$250 monthly minimum. Merchant accepts and agrees to these terms. Failure to meet quotas could result in ATM deactivation, removal or penalties (please refer to Section 3.4). A site inspection will be conducted to assess merchant's location for the placement program. The inspection company will provide UCS with photos of the exterior and interior of the business.

## CASH REPLENISHMENT

### MERCHANT CASH

Cash provided and replenished by Merchant

Lock Combination

Default (50-25-50)

Created by User - select numbers 1 thru 99

( \_\_\_\_ - \_\_\_\_ - \_\_\_\_ )

### UCS VAULT CASH

Cash provided and replenished by UCS

Armored delivery fee (per drop) \$ \_\_\_\_\_

Vault cash replenishment fee (per transaction) \$ \_\_\_\_\_

If "Merchant Cash" is selected for Cash Replenishment, Merchant will be responsible for keeping the ATM Machine stocked with an adequate amount of cash to remain in service. Merchant will be reimbursed for all withdrawn cash within 24 to 48 hours. Funds will be sent via ACH to Merchant settlement account.

## CONNECTIVITY METHOD

Dial-up (dedicated phone line required)

ATM Phone Number:

( \_\_\_\_ ) \_\_\_\_ - \_\_\_\_

IP Internet Processing

IP Address: \_\_\_\_\_

(additional hardware required)

Wireless (additional hardware required)

Monthly Access Fee: \$ \_\_\_\_\_

Transaction Fee: \$ \_\_\_\_\_

## EXTENDED SERVICE PLAN (NEW EQUIPMENT ONLY)

3 Years = \$ \_\_\_\_\_ per month. This service plan includes parts, labor, supplies and online account reporting.

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

## SPECIAL INSTRUCTIONS

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## AGREED & ACCEPTED

The provisions on the reverse side of the Agreement are part of this Agreement. Those provisions must be read before signing. By signing below, you agree to the terms on the front and back of this Agreement. In Witness whereof, the parties hereto Agreement effective the date signed by Merchant.

Owner #1 _____ (Print name and title)	Owner #2 _____ (Print name and title)
By _____ (Owner #1 Signature)	By _____ (Owner #2 Signature)
Date _____	Date _____

**PLEASE NOTE THAT ALL ATMs REQUIRE AN ELECTRICAL OUTLET PRIOR TO INSTALLATION.**

## ATM Processing Agreement

This ATM Processing Agreement ("Agreement") is made as of the date the attached Merchant Application is signed by UCS or the date that the first ATM transaction is processed through the ATM ("Effective Date") by and between United Cash Solutions, Inc., a Massachusetts corporation with offices at 53 Frontage Rd. Perryville Industrial Park III, Hampton, NJ 08827 ("UCS" or "us" or "we"), and the entity indicated on the attached Merchant Application ("Merchant" or "you"). UCS is in the business of providing access to ATM processing and related services. You desire to locate an ATM on your premises. Therefore, you and we agree to the following:

### I. Definitions

The following terms will have the meanings indicated below when used in this Agreement.

"**ATM**" means the automated teller machine described on the Merchant Application.

"**Confidential Information**" means information belonging or relating to UCS' business, including without limitation the business operations, know how, pricing, computer and software systems and related programming requirements, customer lists, contracts, marketing strategies, business plans, financial statements, sales reports, technical products, technical partners, information regarding third parties doing business with UCS, and related information whether in oral, written, graphic, magnetic, electronic, or other form. Confidential Information also means any communications, in any form, that is marked "confidential" is known or reasonably should be known to be confidential or proprietary, or is of a confidential or proprietary nature.

"**Event of Default**" means an occurrence described in Section 3.3.

"**Merchant Application**" means that attached document so identified and executed by you.

"**Network Rules**" means the rules and regulations of any ACH or debit network to which you are subject as a result of using the services of such network under this Agreement, as amended from time to time.

"**Services**" means the services selected by you, as identified on the Merchant Application.

"**Settlement Account**" means the deposit account maintained by you for settlement purposes.

### II. The Program

#### 2.1 Lease or Placement; Purchase.

A. Placement. You agree to locate the ATM on your premises for the term set forth in Section 3.1. The ATM will either be owned by UCS or leased by you from a third party. You will receive surcharge residuals in the amount set forth on the Merchant Application.

i. Insurance. If UCS owns the ATM, you will maintain liability insurance, covering both damage to persons and property incurred during the use of the ATM, for at least \$10,000, and will maintain insurance in the amount of \$7,500 for loss of cash in the ATM, with an insurance company satisfactory to UCS. The insurance policy will name both you and UCS as insured

parties. The insurance policy will cover liability for any loss, injury or other casualty to persons or property resulting from any use of the ATM or negligence of you or any of your agents, visitors, or employees. The insurance policy also will provide for full standard extended risk insurance covering damage to the ATM by fire, wind, storm or other insurable casualties, in an amount equal to the full insurable replacement value of the ATM. You will provide a copy of the insurance policy to UCS.

ii. Maintenance. You will: maintain the ATM in good condition; operate the ATM by competent employees and use the ATM solely in the conduct of your business; locate the ATM only on the site indicated on the Merchant Application and not move the ATM without first obtaining UCS' written consent; not alter or remove any insignia, lettering or serial number on the ATM; notify UCS promptly and hold any wreckage in the event of any loss, theft or destruction of all or any part of the ATM; and not sub-lease the ATM.

iii. Ownership. If the ATM is owned by UCS, it is, and will at all times remain, the sole and exclusive property of UCS; you will have no right, title, or interest in it except as specifically set forth in this Agreement. Further, the ATM is, and will at all times remain, personal property and will not become a fixture or become a part of the real estate upon which it is located.

iv. Repossession. We may repossess the ATM and terminate this Agreement if, within our sole discretion, we determine that: (a) you do not stock a sufficient amount of cash for daily usage; (b) you do not locate the ATM in a desirable location; or (c) there are an insufficient number of monthly transactions at the ATM. Further, if we terminate this Agreement for any reason or if you have a writ of garnishment or other legal process issued against the ATM, then UCS or its agents may, without demand or notice, enter, with or without process of law, into any premises under your control where the ATM may be and take possession of the ATM, and may disconnect the ATM from any other property using all necessary force permitted by law. You expressly waive all further rights to possession of the ATM and all claims for injury suffered through or loss caused by the repossession.

B. Purchase. Subject to the terms of this Agreement and if so indicated on the Merchant Application, you agree to purchase from us the ATM for the amount set forth on the Merchant Application. We make no representations or warranties with regard to the ATM; the manufacturer may provide warranties on the equipment, which we will pass along to you.

#### 2.2. Obligations of the Parties.

A. Our Obligations. We will: install and maintain the ATM at the location designated by you; provide ATM transaction processing services through a third party; and provide the Services to you.

B. Your Obligations. You will: not enter into any agreement with any third party under which the third party will provide any service similar to the services offered by us under this Agreement; not place any other ATM, scrip terminal, or electronic cash-back terminal at the location indicated on the Merchant Application; grant to us or our agents full access to the ATM premises for the purpose of installing, maintaining, servicing, repairing, replacing, and removing the ATM; provide and maintain dedicated power source and telephone line for the ATM; if so indicated on the Merchant Application, provide the necessary daily cash for the operation of the ATM; maintain the area around the ATM so that it is clean, safe, accessible, and visible to the general public; use your best efforts to protect the ATM from theft and damage; provide and maintain all risk physical damage coverage for the ATM and its contents; and notify us promptly of any operating problems with ATM. You shall bear the entire risk of loss of or damage to the ATM, whether caused by fire, the elements, unavoidable accident or other casualty. You are responsible and will pay us for all cardholder disputed transactions that are charged back, otherwise known as adjustments. In the event of a cardholder dispute (Reg-E Claim), the merchant/owner of the ATM is responsible for providing the proper documentation to support the validity of the disputed transaction as instructed by us. If said documentation is not provided within the timeframe allotted or if the transaction is determined to be invalid, the full amount of the disputed transaction will be debited from your account. If you are operating a scrip (non-cash dispensing) ATM, you must dispense cash to the cardholder in the amount of the scrip transaction.

A. Fees. You agree to pay us the fees set forth on the Merchant Application. If you have selected the Free ATM Placement option the following apply: (i) minimum monthly service and cash replenishment fees in the amounts indicated on the Merchant Application ("Minimum Fees"), which means that if per transaction fees in a particular month do not equal the Minimum Fees, you will owe us the difference between the per transaction fee incurred and the Minimum Fees; and (ii) an ATM removal fee of \$350, plus return shipping costs. You authorize us to debit via ACH the total of all amounts owed to us from the Settlement Account. Any amount which is not paid when due shall bear a late fee at the rate of 18% per annum or the maximum rate permitted by local law, whichever is less. Each month we will send you a statement indicating the amount of the fees and the calculations used in arriving at such amount. We may change any fee at any time upon 30 days prior written notice to you. Your continued use of the Services beyond the effective date of the price change will be deemed consent by you of the price change.

B. Taxes. You will pay all taxes and other charges imposed by any governmental authority on the Services.

C. Errors. You will notify us in writing within 30 days of any error concerning any deposits or billing items. Failure to so notify us will constitute your acceptance of the accuracy of the billing items and/or deposits. You will notify us in writing within 7 days of any discrepancies regarding your settlement funds. Failure to so notify us will constitute your acceptance of the accuracy of settlement deposits.

D. Deductions. You authorize us to set off from any amount owed to you or to deduct via ACH from the Settlement Account any amount that we reasonably determine we may need to offset any transactions involving you that may be reversed for any reason or for which you are liable. You authorize us to take any action against funds held in the Settlement Account in an Event of Default, including but not limited to withdrawing funds when we believe such action is necessary to protect us against any potential loss or liability. We will limit our action against the Settlement Account to the amount of any loss that we reasonably believe we may incur as a result of the default.

E. Authorization. You authorize the institution at which you maintain your Settlement Account to act in accordance with instructions from us regarding funds in the Settlement Account, including transferring funds in the Settlement Account to us. You will indemnify and hold us harmless for any action we may take against the Settlement Account pursuant to this Section. You will also indemnify and hold harmless the institution at which you maintain your Settlement Account for acting in accordance with any instruction from us regarding the Settlement Account.

#### 2.4 Confidential Information.

A. Use. You will retain in strictest confidence the Confidential Information and will strictly safeguard such information. You will not use the Confidential Information for your own benefit other than for the purposes contemplated by this Agreement, nor will you allow any third party to use such information. All Confidential Information is owned by UCS. Upon termination of this Agreement, you will promptly deliver to UCS all Confidential Information in your possession or under your control.

B. Non-Protected Information. You will have no obligations of confidentiality under this Section for: (i) information which at the time of disclosure is in the public domain; (ii) information which after the time of disclosure becomes part of the public domain through no fault of your own, but only after and to the extent that such information is published; (iii) information which is disclosed to you by a third party having legitimate possession thereof and the unrestricted right to make such disclosure; (iv) information that you can demonstrate to have been in your legitimate possession prior to the disclosure of the Confidential Information.

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

C. UCS Name and Trademarks. You will not use UCS' name or trademarks in any promotional or marketing materials, nor will you promote UCS' programs in any way, without UCS' prior written consent. You agree that any trademarks and service marks owned by UCS are trademarks of UCS and that you have no rights to use such trademarks and service marks without UCS' prior written consent.

D. Remedy. You agree that the Confidential Information constitutes trade secrets and that disclosure to others may result in loss or irreparable damage. Thus, if you breach this Section, we will be entitled to injunctive relief in addition to any other rights to which we may be entitled, without the necessity of proof of actual damage.

### **2.5. Performance, Indemnification and Limitation of Liability.**

A. Performance. You understand that we will be utilizing the services of third parties to perform certain of the Services, and that UCS is not responsible, nor shall it be liable for, such third parties' acts or omissions. We will perform the Services in accordance with the terms set forth in this Agreement. We make no other warranty, express or implied, regarding the Services. **WE DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

B. Indemnification. Merchant will indemnify and hold UCS harmless from and against any and all claims, demands, loss (financial or otherwise), damage, liabilities, costs, fees, increased taxes or expenses (including without limitation, court costs and reasonable attorneys' fees), which may be incurred by us or which may be claimed by any person arising out of or related to: (i) acts or omissions of Merchant, its directors, officers, employees or agents relating to the exercise of, or the failure to exercise, your obligations under this Agreement, (ii) any breach of this Agreement or any other agreement between Merchant and UCS, or (iii) the sale or lease of, or any matter relating to equipment or other services sold or leased by, UCS.

C. Limitation of Liability. We will not be responsible for any loss of profits or incidental, indirect, or consequential damages that you or any third party may incur arising out of this Agreement, and we will not be responsible for any losses or claims by your customers. We will be liable only for our negligent acts or omissions. Further, the liability, if any, of UCS under this Agreement for claims, costs damages, losses and expenses for which it is or may be legally liable, whether arising in negligence or other tort, contract or otherwise, will not exceed in the aggregate the greater of either the amount of any compensation paid to UCS for the preceding 2 month period, measured from the date the liability accrues, or \$5,000.

**2.6 Compliance with Laws.** You will comply with all state and federal laws and regulations, including all relevant Network Rules, required of you in utilizing the Services.

### **III. Term and Termination**

**3.1 Term.** This Agreement will have an initial term of 5 years. After the initial term of this Agreement, this Agreement will be automatically extended for successive 5 year periods.

**3.2 Termination.** The parties will have the following termination rights:

A. Automatic. If Visa, MasterCard, or any third party network prohibits UCS from providing the Services to you, this Agreement will automatically terminate.

B. Without Cause. This Agreement may be terminated by either party at the expiration of the initial or any successive term by providing written notice of non-renewal at least 60 days prior to the expiration of the then-current term.

C. With Cause. Either party may immediately terminate this Agreement upon the occurrence of an Event of Default upon written notice to the defaulting party.

**3.3 Events of Default.** Each of the following occurrences will constitute an Event of Default under this Agreement:

A. Nonpayment. Either party fails to pay the other party on time any amount due and such failure continues for a period of 10 days after written notice has been sent by the other party.

B. Financial Instability. Either party: (i) files for bankruptcy, dissolution or any similar proceeding, (ii) has such a proceeding instituted against it and the proceeding is not dismissed within 60 days, or (iii) a receiver or similar fiduciary is appointed for that party.

C. False Representation. Any representation or warranty made by either party proves to have been false or misleading in any material respect as of the date made, or becomes false or misleading during the term of this Agreement.

D. Breach. Either party fails to perform any material condition or other obligation specified in this Agreement and such failure is not cured within 30 days of written notice to the breaching party.

E. Merchant Action. You: (i) engage in activities which repeatedly violate any Network Rules, (ii) operate in an unsound, unsafe manner, (iii) engage in activities which damage the goodwill of UCS, (iv) locate the ATM in a undesirable location, or (v) do not stock a sufficient amount of cash for daily usage.

F. Nonperformance. The ATM does not process the minimum amount of transactions per month indicated on the Merchant Application.

**3.4 Post-Termination Rights.** If you terminate this Agreement prior to the end of a term or if we terminate this Agreement due to your default, you will pay us a termination fee equal to the greater of either: (A) the average surcharge revenue earned over the preceding 3 month period multiplied by the number of months remaining in the then-current term, or (B) \$500. Further, if you have selected the Free ATM Placement option on the Merchant Application, you will owe us an ATM removal fee of \$350. Upon termination for any reason you will cease using the Services, our property, and our trademarks immediately.

### **IV. Representations and Warranties**

You represent and warrant to UCS that: Merchant is a corporation or limited liability company authorized, validly existing and in good standing under the laws of the State set forth on the Merchant Application; you have full authority and corporate power to enter into this Agreement and to perform the obligations of this Agreement; your performance of this Agreement will not violate any applicable law or regulation or any agreement to which you may now or hereafter be bound; this Agreement represents a valid obligation of you and is fully enforceable against you, and; you will comply with the terms of this Agreement and with all Network Rules. Further, you will be responsible for complying with all applicable federal and state laws and regulations relating to transactions with your customers and this Agreement.

### **V. General**

**5.1. Amendment.** We may amend this Agreement at any time. Amendments will be effective 30 days after being mailed by first-class mail, or at such later date designated by UCS.

Your continued use of the Services after the effective date of the amendment will be deemed to be acceptance by you of that amendment. The amended terms will govern all transactions occurring after the amendment's effective date.

**5.2 Assignment.** You may not assign this Agreement without our prior written consent. This Agreement will be binding upon and inure to the benefit of the respective successors and permitted assigns of the parties. We may use third parties to deliver Services to you.

**5.3 Governing Law and Statute of Limitations.** This Agreement will be governed by the laws of the State of Massachusetts. Any legal action or proceeding relating to this Agreement will be instituted in a state or federal court located in Middlesex County, Massachusetts. UCS and you agree to submit to the jurisdiction of, and agree that venue is proper in, such court. No action may be commenced against us arising in any way from this Agreement more than 12 months after the cause of action arises, even if we knew or should have known of the possibility of such claim.

**5.4 Notice.** Any notice required by this Agreement will be effective when sent by registered or certified mail or private courier to the addresses set forth above or on the Merchant Application and to the attention of the President of the relevant company.

**5.5 Relationship of the Parties.** You and UCS will be deemed to be independent contractors and will not be considered to be agent, servant, joint venturer or partner of the other.

**5.6 Entire Agreement.** This Agreement and the Merchant Application, which is incorporated into the Agreement by reference, sets forth the entire understanding between UCS and Merchant relating to its subject matter, and all other understandings, written or oral, are superseded.

**5.7. No Waiver of Rights.** Except for the statute of limitations provisions set forth in this Agreement, a waiver of a breach of any term of this Agreement will not be considered a waiver of a further breach of the same or any other term.

**5.8 Voidness.** If any provision of this Agreement is unenforceable in any jurisdiction, such unenforceability will not affect the validity of that provision in any other jurisdiction or the enforceability of any other provision of this Agreement in that jurisdiction.

**5.9 Construction.** The captions used in this Agreement are inserted for convenience only and will not affect the interpretation of any provision. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party.

**5.10 Force Majeure.** Neither party will be liable to the other for any failure or delay in its performance of this Agreement in accordance with its terms if such failure or delay arises out of causes beyond the control and without the fault or negligence of such party.

**5.11 Survival.** All agreements that by their context are intended to survive the termination of this Agreement including, but not limited to, Sections 2.2.B, 2.3, 2.4, 2.5, 2.6, 3.4, and Articles 4 and 5 will survive termination of this Agreement.

**5.12. Attorney's Fees.** You will pay us all legal fees and costs incurred by us in enforcing this Agreement.

**5.13. Credit Report Authorization.** You, and any individual signing this Agreement in their personal capacity, authorize us to obtain from third parties financial and credit information in connection with this Agreement and in connection with our continuing evaluation of Merchant, any owner of Merchant, or any individual who has signed the Application.

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

# United Cash Solutions ATM Operator Application & Agreement

New Merchant,  Change of Terminal ID,  Change of Cash Provider,  Change of ATM Owner  
(SELECT ONE)

Processor \_\_\_\_\_ Terminal ID \_\_\_\_\_

THIS AGREEMENT is by and between American State Bank (Sponsor Bank, Bank) located at 1401 Ave O, Lubbock, TX 79401, the Agent of the Sponsor Bank identified above, the Merchant and the ATM Operator(s)\*.

NOW THEREFORE, in consideration of the mutual promises, covenants and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Merchant, ATM Operator(s), Agent, and Sponsor Bank hereby agree as follows:

1. **Merchant** agrees to complete and sign Section A of this Agreement and provide customers with an ("ATM") automated teller machine at that location. 2. **Agent /ISO** agree to provide processing services and other services as provided for in the Merchant Agreement, to provide to the Sponsor Bank a completed ATM Operator Agreement. 3. The **ATM Operator/Owner** agrees they completed Section B, with true and factual information and they **OWN** the ATM. 4. **ATM Operator/Cash Owner** agrees they completed Section C, with true and factual information and they **OWN the cash** in the ATM. 5. **Sponsor Bank** agrees to sponsor the ISO to each appropriate network and complete ATM Operator Due Diligence.

1. **Application (Page 1 of 2) Merchants and ATM Operators signing this page agree to the terms on page 2**

SECTION A – Merchant / Location Information							
1. Full Legal Name of Business (Location of the ATM)			DBA (Name of the Business if other than Legal Name)			Location Telephone #	
2. Terminal Location – Address			City			State	ZIP
3. Location Owner Signature (Please read page 2)		Date	Please Print Name Clearly		<b>Merchant Certification</b> <input type="checkbox"/> I OWN this ATM, <input type="checkbox"/> I do not OWN this ATM <input type="checkbox"/> I put CASH in this ATM, <input type="checkbox"/> I do not put CASH in this ATM		
SECTION B – ATM Owner Information – ATM Operator							
4. ATM Owner? ISO <input type="checkbox"/> Merchant <input type="checkbox"/> Third Party <input type="checkbox"/> (Must be completed)		Business Name			How is the business organized? Corp <input type="checkbox"/> , Partnership <input type="checkbox"/> , LLC <input type="checkbox"/> , Nonprofit <input type="checkbox"/> , Tribal <input type="checkbox"/> , Sole Proprietor <input type="checkbox"/>		
5. Business Tax Identification #		Business Street Address		Business City		State	Zip
6. ATM Owner First Name **		Owner Last Name		% Ownership of Terminal	Date of Birth	Social Security Number (Mandatory - <i>Please Print Clearly</i> )	
7. Current Home Address		City		State	Zip	Business/Location Telephone Number	
8. ATM Owner Signature* (Please read page 2)		Print Full Name Clearly			Date	Are you on parole or on probation? Yes or No	Have you ever been convicted of a Felony? Yes or No
SECTION C – ATM CASH Owner Information – ATM Operator							
9. Who <b>owns</b> the CASH in this ATM? Merchant <input type="checkbox"/> , ISO <input type="checkbox"/> , Third Party <input type="checkbox"/> , Funding Bank <input type="checkbox"/> , (Complete if party is different from ATM Owner (Section B))		Business Name			How is the company organized? Corp <input type="checkbox"/> , Partnership <input type="checkbox"/> , LLC <input type="checkbox"/> , Nonprofit <input type="checkbox"/> , Tribal <input type="checkbox"/> , Sole Proprietor <input type="checkbox"/>		
10. Business Tax Identification #		Business Street Address		Business City		State	Zip
11. ATM CASH Owner First Name **		Owner Last Name		% Ownership of Cash	Date of Birth	Social Security Number (Mandatory - <i>Please Print Clearly</i> )	
12. Current Home Address		City		State	Zip	Business/Location Telephone Number	
13. ATM CASH Owner Signature*** (Please read page 2)		Print Full Name Clearly			Date	Are you on parole or on probation? Yes or No	Have you ever been convicted of a Felony? Yes or No
<b>*ATM Operator is defined as any company or individual that OWNS or PLACES CASH in an ATM.</b> <b>MasterCard and VISA Operating Rules and the BANK require identification and due diligence on all ATM Operator(s).</b>							
<b>**OWNER means any principal that owns more than 10% of the business. If more than one person owns more than 10%, copy this page and complete Sections B or C as appropriate.</b>							
<b>***Important information about permission to obtain credit report/background investigation – Bank sponsors the transactions being processed by this ATM and it is owned, leased, operated or you own the cash in the ATM. You are, therefore, a bank customer. 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 on bank customers. For that reason, a consumer credit report and criminal background investigation will be completed in connection with this application. Applicant authorizes Bank or its agents to obtain and investigate information or data obtained from this Application. You have the right, upon written request, to a complete and accurate disclosure of the nature and scope of the investigation requested. The above-signed applicants' represents that all information contained in this Application for Sponsorship, and any other documentation supplied thereto, is true and correct.</b>							
<i>This Application and Agreement will be sent to United Cash Solutions.</i>							

**2. ATM Operator(s) warrants to Parties as follows:**

- a. All representations made are true, accurate and complete.
- b. This Agreement is valid, binding, and enforceable against the ATM Operator(s) in accordance with its terms.
- c. ATM Operator(s) lawfully operates, is validly existing, and is in good standing under the laws of the State where licensed or registered and is authorized to do business in each State in which the nature of Merchant and ATM Operator(s) activities make such authorization necessary or required.
- d. That ATM Operator(s) have the full power and authority to execute and deliver this Agreement and perform all of its obligations hereunder.
- e. **ATM Operator(s) have never been convicted of a Felony.**
- f. ATM Operator(s) acknowledges that this Agreement only constitutes acknowledgment of the offer made by the Parties on behalf of and contingent upon the approval of bank and such agreement is not binding until approved by Bank.
- g. All notices shall be in writing, acknowledged in writing, and mailed first class mail.

**3. Indemnification** – ATM Operator(s) agree to hold harmless and indemnify Sponsor Bank from any direct or contingent liabilities, claims, damages, losses or expenses, including reasonable attorneys' fees, judgments and decrees, arising from any claim, demand or suit against Sponsor Bank, as a result of any misrepresentation, breach of warranty or non-fulfillment of any section of this Agreement by ATM Operator(s). ATM Operator(s) further agrees to indemnify, defend and hold Parties harmless against claims, liabilities, damages, losses and expenses (including reasonable attorneys' fees) arising out of claims of third parties, including without limitation, Cardholders, Systems, other member banks or processors, which in any way result from:

- a. ATM Operator's breach of this Agreement or any warranty or representation made to Parties;
- b. Any damage or loss caused by negligence, fraud, dishonesty or willful behavior by ATM Operator(s) or ATM Operator employees;
- c. Any contention, whether well-founded, baseless or otherwise, that ATM Operator(s) violated the law or any Network rule or regulation; or
- d. Any claim for injury, direct or indirect, to persons or property from any alleged or actual tort or breach of the peace in connection with ATM Operator(s) attempted and/or actual recovery of any Bank Card.
- e. Any claim for property damage, violations of rights, or contact, patent, property rights, arising from the execution of this agreement, purchase, delivery, installation, operation, ownership, maintenance, use, malfunction, interruption in service, compliance, national or state laws.
- f. The Indemnifications provided for in this Section 3, shall survive termination of this Agreement.

**4. Assignment**

- a. ATM Operator may not assign any rights or duties created by this Agreement without Sponsor Bank's express written consent.
- b. A transfer of control of majority interest in the ATM Operator, or a change of ATM Operator(s) will render this agreement null and void.
- c. Data changes, by way of example only, business name change, business telephone and/or address change, or any banking information shall be submitted, in writing to the Parties under the terms provided in this Agreement.
- d. Sponsor Bank may assign this Agreement. ATM Operator will be notified within 90 days of assignment.

**5. Compliance with Laws, Rules and Regulations** - ATM Operator (s) represent that they are familiar with the requirements of all applicable consumer protection laws and agree that they will comply in all material respects with all such laws and regulations, and all the rules and regulations promulgated by the networks, including, but not limited to, Plus Systems, Inc, and Cirrus, Inc. and all other Rules and Regulatory Authorities which govern the specific markets where Merchant or ATM Operator terminal(s) are located and understand they will be terminated for non compliance and that ATM may be shut down for non-compliance with any rules or regulation.

**6. Governing Law and Jurisdiction** - This Agreement shall be governed by, and interpreted, in accordance with the laws of the State of Texas notwithstanding its choice of law provisions.

**7. Acknowledgment of Regulatory and other Constraints** - The parties hereto acknowledge that Merchant, ATM Operator and Bank are subject to the rules, regulations, orders, and requirements that may be imposed by any Regulatory Authority. The Parties expressly agree that in the event of conflict between the terms and conditions of this Agreement and the terms and conditions of any Rule or Regulation of any Regulatory Authority, the Rule or Regulation shall control.

**8. Arbitration** - In the event of any dispute between Merchant or ATM Operator relating to this Agreement, or their performances hereunder, Merchant or ATM Operator agrees that such dispute shall be resolved by means of arbitration in accordance with the commercial arbitration rules of the American Arbitration Association ("AAA"). The arbitrator shall be limited to awarding compensatory damages and shall have no authority to award punitive, exemplary or similar type damages. Judgment of the arbitrator shall be non-binding, and any Party may appeal the judgment of the arbitrators to the Superior Court of the State of Texas.

**9. Equipment – ATM Operator/Owner - Section B of Application** covenants and agrees as follows:

- a. Equipment provided under this Agreement is placed in service with the assurance that the equipment has not been altered or subject to unauthorized modifications or tampering at the time placed into service and is in compliance with all system standards; and
- b. Scrip terminals will be activated and operated **only** in compliance with the regulations of each Network. Incorrect activation, programming changes, or any other attempt on the part of the Merchant, ISO or ATM Operator to fraudulently receive fees will result in (i) full repayment of all fees collected, from the date the terminal was activated, (ii) a possible fine from Network(s) of \$5,000 per terminal, and (iii) immediate cancellation of this Agreement.

**10. ATM Cash Owner – Section C of Application** Terms, conditions, and fees for placing Cash in ATM are outside this Agreement. Cash Owner is responsible if cash is stolen, lost, or destroyed and they shall keep sufficient amounts of cash in the ATM. A clear record of account withdrawals/ ISO settlement may be required to show cash was obtained solely from their resources and no third party. If the Merchant is the CASH OWNER, they may NOT use Third Parties to obtain and place cash in an ATM.

**Merchant Agrees:**

- a. During the term of Agreement, the ATM may not be moved.
- b. No warranties of transactions, applicability, performance, or income were provided.
- c. They are the owner of the premises; hold a valid lease, or a right to conduct business for a greater length of time of this Agreement.
- d. If Merchant moves from this location, ISO will be notified 60 days before the move and this Agreement will be modified to apply to the new location.
- e. To provide a clean, safe place for cardholders to use ATM, mindful of cameras, street windows, or other hazards where the card or PIN could be compromised.
- f. To maintain an adequate inventory of supplies.
- g. To cooperate in providing good service on the ATM, but shall not allow anyone other than authorized personnel to perform service, open, repair without ISOs prior written consent.
- h. Not to provide assistance to a cardholder with entering a PIN number, touch a card or money withdrawn from the ATM and will only instruct cardholder to contact issuing bank if they have a problems using the ATM, or to contact the Acquirer, or the Acquirer's Agent at the telephone number located on the ATM which details Sponsor Bank information.

**ISO – Agent Certification**

To the best of my knowledge, the information provided herewith was obtained from the Merchant (or in the case of a corporation the manager or corporate officer) and represents the merchant owner, the individual, or company that owns the ATM and the individual or company that owns the cash in the ATM.

This information, INCLUDING THE TERMINAL NUMBER, is identical to the information provided to the Sponsor Bank report for the Network Quarterly Certification. If any information changes on this Agreement, I agree that I will immediately provide an updated ATM Operator Agreement.

UNITED CASH SOLUTIONS

SIGNATURE OF ISO \_\_\_\_\_

DATE \_\_\_\_\_

TERMINAL ID \_\_\_\_\_

This document is confidential to American State Bank. Use of any part is strictly prohibitive and will be considered an infringement of Proprietary Financial Documents and Materials.

United Cash Solutions  
53 Frontage Rd. Perryville Park Building III  
Hampton, NJ 08827  
800-698-0026 (Phone) 270-812-0197 (Fax)



LESSOR HAS ASSIGNED TO WACHOVIA BANK, NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO CONGRESS FINANCIAL CORPORATION ("WACHOVIA"), AND HAS GRANTED WACHOVIA A SECURITY INTEREST IN, ALL RIGHT, TITLE AND INTEREST OF LESSOR IN AND TO THIS LEASE, ALL PRESENT AND FUTURE RENTAL, LEASE AND OTHER PAYMENTS AND CHARGES OWED TO LESSOR HEREUNDER AND ALL PRODUCTS AND PROCEEDS THEREOF, PURSUANT TO THE LOAN AND SECURITY AGREEMENT, DATED MAY 3, 1996, AS AMENDED, BETWEEN WACHOVIA AND LESSOR, AS THE SAME NOW EXISTS AND MAY HEREAFTER BE AMENDED, MODIFIED, SUPPLEMENTED, EXTENDED, RENEWED, RESTATED OR REPLACED.

## NON CANCELABLE EQUIPMENT FINANCE LEASE AGREEMENT



VENDOR NAME	VENDOR CODE	LEASE NUMBER
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LEGAL NAME OF LESSEE ("LESSEE")		D/B/A NAME		<input type="checkbox"/> CORPORATION <input type="checkbox"/> PROPRIETORSHIP <input type="checkbox"/> PARTNERSHIP	
MAILING ADDRESS		CITY	STATE	ZIP	
BUSINESS ADDRESS (if different from above)		CITY	STATE	ZIP	
LESSEE PHONE NO.	BUS.START DATE	TYPE OF BUSINESS	E-MAIL ADDR.		

EQUIPMENT DESCRIPTION (Manufacturer, Model, Serial Number)	QUANTITY

LOCATION OF EQUIPMENT (Address, Street, City, State, Zip) if different from above

SCHEDULE OF LEASE PAYMENTS	PAYABLE AT SIGNING OF THE LEASE
BASE MONTHLY LEASE PAYMENT \$ _____, plus applicable taxes, and Loss & Damage Waiver fee of \$4.95 per month per unit of equipment, if applicable, as provided in Section 15 of this Lease for a MINIMUM LEASE TERM of _____ Months ("Lease Term")	<input type="checkbox"/> FIRST & LAST MONTHLY PAYMENT \$ _____  <input type="checkbox"/> LAST MONTHLY PAYMENT \$ _____

BANK NAME \_\_\_\_\_ ROUTING \_\_\_\_\_ ACCOUNT \_\_\_\_\_

### LEASE ACCEPTANCE

No attempt at oral modification or rescission of this lease or any term thereof will be binding upon the parties. Lessee's initials: \_\_\_\_\_

THE UNDERSIGNED HAS READ ALL 4 PAGES OF THIS LEASE WITH ALL TERMS FILLED IN AND AGREES TO BE BOUND BY ALL THE TERMS OF THIS LEASE.

Lessee's Authorized Signature	Title	Print Name	Date
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### PERSONAL GUARANTY

To induce Lessor to enter into this Lease and purchase the Equipment for Lessee and knowing that Lessor is relying on this guaranty as a precondition to entering into this Lease, I, the undersigned, individually, absolutely and unconditionally guaranty to Lessor the prompt payment when due all of Lessee's obligations to Lessor under the Lease. Lessor shall not be required to proceed against Lessee or the Equipment or enforce any other remedy before proceeding against me. I agree to pay all reasonable attorney's fees and other expenses Lessor incurs in enforcing this guaranty and Lease. I consent to any extension or modification granted to Lessee, and the release and/or compromise of any obligation of Lessee or any other obligors and guarantors shall not in any way release me from my obligations under this guaranty. This is a continuing guaranty and shall bind my heirs, successors and assigns, and may be enforced by or for the benefit of any assignee or successor of Lessor. This guaranty shall be governed by the laws of the State of New York. ALL DISPUTES RELATING TO THIS GUARANTY SHALL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS LOCATED IN THE STATE AND COUNTY OF NEW YORK notwithstanding that other courts may have jurisdiction over the parties and the subject matter, and I freely consent to the jurisdiction of such courts, including without limitation, the Civil Court of the City of New York. LESSOR MAY PROPERLY SERVE ME WITH LEGAL PROCESS VIA CERTIFIED MAIL TO MY ADDRESS BELOW. **I WAIVE, IN SO FAR AS PERMITTED BY LAW, TRIAL BY JURY IN ANY LITIGATION ARISING FROM OR IN ANY WAY RELATING TO THIS LEASE OR GUARANTY.** I agree not to pursue a claim against Lessor or its assigns as part of a class action, private attorney general action or other representative action, to the extent permitted by applicable law. I expressly authorize Lessor or its agents or assigns continuing authority to obtain an investigative credit report from a credit bureau or credit reporting agency and conduct credit checks concerning my credit history, and acknowledge that Lessor may furnish information relating to this Lease and guaranty to a credit reporting agency. Disputes or inaccuracies regarding information Lessor furnishes to a credit reporting agency shall be sent to Lessor at its address listed above.

Guarantor's Signature	Print Name	Social Security No.
Home Address	City	State ZIP Home Phone No.



TERMS AND CONDITIONS

1. We have written this Equipment Finance Lease Agreement ("Lease") to the best of our ability in plain language because we want you to fully understand its terms. We use the words "you" and "your" to mean the Lessee listed above, and the words "we," "us," and "our" to refer to the Lessor listed above and its designees, successors and assigns. Please carefully read all 4 pages of this Lease for all the Terms and Conditions of this Lease, and feel free to contact us at the number listed above with any questions you may have.

2. We agree to purchase from the Vendor the equipment listed above ("Equipment") and lease the Equipment to you under the terms set forth in this Lease. So long as you are not in default under any of the terms of this Lease, we will not interfere with your quiet use and enjoyment of the Equipment.

3. AUTHORIZATION FOR AUTOMATIC WITHDRAWAL OF PAYMENTS. You authorize us to automatically withdraw your monthly lease payment and any other amounts now due, hereinafter imposed, or otherwise owed in conjunction with this Lease, including applicable taxes and a Loss and Damage Waiver fee, if applicable, by initiating via the Automatic Clearing House (ACH) system debit entries to your account at the bank listed above or such other bank or financial institution that you may provide us with from time to time ("Account"). You acknowledge that your Account is established for business purposes only and not for personal, family, or household purposes. In the event of a default of your obligations hereunder, you authorize us to debit your Account for the full amount due under the Lease as provided by Section 17 of this Lease without any further notice. You understand that the foregoing authorization is a fundamental condition to induce us to accept this Lease. Consequently, such authorization is intended to be irrevocable. In the event that you purport to terminate such authorization, we, in our sole discretion, may invoice you for payments due under this Lease and impose a \$5.00 per month processing fee for such invoices.

4. NO CANCELLATION; WAIVER OF DEFENSES AND CLAIMS. YOU CANNOT CANCEL THIS LEASE DURING THE LEASE TERM FOR ANY REASON. YOU DO NOT HAVE A FREE TRIAL PERIOD. YOUR DUTY TO MAKE THE MONTHLY LEASE PAYMENTS IS ABSOLUTE AND UNCONDITIONAL AND IS NOT SUBJECT TO ANY OFFSET, DEDUCTION, DEFENSE OR COUNTERCLAIM, NOTWITHSTANDING THAT THE EQUIPMENT IS DAMAGED OR LOST, OR YOU NO LONGER USE, NEED OR WANT THE EQUIPMENT, OR YOU RETURN THE EQUIPMENT TO US (EXCEPT AS PROVIDED IN SECTION 18 OF THIS LEASE), OR FOR ANY OTHER REASON. YOU WAIVE ANY RIGHTS WHICH WOULD ALLOW YOU TO: CANCEL OR REPUDIATE THE LEASE; REJECT OR REVOKE ACCEPTANCE OF THE EQUIPMENT; GRANT A SECURITY INTEREST IN THE EQUIPMENT; SEEK INJUNCTIVE RELIEF AGAINST US; AND YOU WAIVE ALL OTHER RIGHTS AND REMEDIES CONFERRED UPON YOU BY ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW. WE WILL NOT BE LIABLE FOR ANY LOSS OR INJURY TO YOU OR ANY OTHER PERSON OR PROPERTY (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES) CAUSED BY THE EQUIPMENT OR ITS FAILURE TO OPERATE PROPERLY.

5. NO WARRANTIES. WE ARE LEASING THE EQUIPMENT TO YOU "AS IS." WE HAVE MADE NO REPRESENTATION, GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) REGARDING THE EQUIPMENT. WE DISCLAIM ALL SUCH REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND. IF THE EQUIPMENT DOES NOT WORK AS REPRESENTED BY THE VENDOR OR ANY OTHER PERSON, OR IF THE VENDOR OR ANY OTHER PERSON FAILS TO PROVIDE ANY SERVICE, OR IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, OR IS UNSATISFACTORY FOR ANY OTHER REASON, YOU WILL MAKE ANY CLAIM THEREON SOLELY AGAINST THE VENDOR OR SUCH OTHER PERSON AND YOU WILL NOT MAKE ANY CLAIM AGAINST US, AND YOU WILL CONTINUE TO BE OBLIGATED TO MAKE ALL PAYMENTS DUE UNDER THIS LEASE.

6. NON-CONSUMER FINANCE LEASE. We and you intend this Lease to be a "Finance Lease" as defined by Article 2A of the Uniform Commercial Code. You acknowledge that we did not manufacture or license the Equipment nor did we select it for you. You selected the Equipment from the Vendor based upon your own judgment. You may have rights under the supply contract for the Equipment and you may contact the Vendor or Equipment Manufacturer for a description of those rights or warranties. You acknowledge that the Equipment is being leased for commercial purposes only and not for personal, family, or household purposes. You further agree that neither you nor any guarantor is a "consumer" with respect to this Lease, and neither this Lease nor any guarantee thereof shall be construed as a consumer transaction or as a "consumer lease."

7. LEASE COMMENCEMENT; RECEIPT AND ACCEPTANCE OF EQUIPMENT. The Lease shall commence on the date that we accept and execute the Lease ("Commencement Date") and shall continue until your obligations under the Lease are fully performed. Your monthly payments are due on the first day of each month following the Commencement Date. In addition, if the Commencement Date is other than the first day of a calendar month, then you shall pay to us, in addition to all other sums due hereunder, an amount equal to one thirtieth of the total monthly payment due or to become due hereunder multiplied by the number of days from and including the Commencement Date to the end of the calendar month in which the Commencement Date occurs. In the event that you have paid the first and last monthly lease payments without applicable taxes or other charges hereunder, we may add such taxes or other charges to the first or a subsequent ACH transfer from your Account. You acknowledge that no interest will be paid on any advance lease payments. (If the Lessee will keep the Equipment at a Florida location, the remaining portion of this Section 7 is not applicable.) You acknowledge your receipt and acceptance of the Equipment, or in the event that you have not yet received the Equipment at the time you sign this Lease, you shall notify us in writing via certified mail within thirty (30) days of the date you sign this Lease that you have not yet received the Equipment. Your failure to provide us with such notice shall constitute your acknowledgment that you have received and accepted the Equipment for all purposes of this Lease.

8. ASSIGNMENT. We intend to assign or transfer this Lease or our interest in the Equipment without notice to you. Any assignee of ours shall have all of the rights, including but not limited to the rights set forth in Sections 4 and 5 herein, but none of the obligations, of ours under this Lease and you agree that you will not assert against any assignee of ours any defense, counterclaim or offset. You shall not assign this Lease or in any way dispose of all or any part of your rights or obligations under this Lease or enter into any sublease for all or any part of the Equipment without our prior written consent.

9. TITLE, QUIET ENJOYMENT. We shall at all times retain title to the Equipment. All documents of title and evidence of delivery shall be delivered to us. You hereby authorize us, at your expense, to cause this Lease, or any statement or other instrument in respect to this Lease showing our interest in the Equipment, including Uniform Commercial Code Financing Statements to be filed or recorded and refiled and rerecorded, and grant us the right to execute your name thereto. You agree to execute and deliver any statement or instrument requested by us for such purpose, and agree to pay or reimburse us for any filing, recording or stamp fees or taxes arising from the filing or recording of any such instrument or statement.

10. CARE, USE AND LOCATION. You shall maintain the Equipment in good operating condition, repair and appearance, and protect it from deterioration other than normal wear and tear. You shall use the Equipment in the regular course of your business and shall not make any modification, alteration or addition to the Equipment without our written consent, which shall not be unreasonably withheld. You shall not remove the Equipment from the location shown herein without our written consent, which shall not be unreasonably withheld.

11. NET LEASE: TAXES. You intend the lease payments hereunder to be net to us, and you agree to pay us all sales, use, excise, personal property, stamp, documentary and ad valorem taxes, license and registration fees, assessments, fines, penalties and similar charges imposed on you or us, for the



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ownership, use, or possession of the Equipment during the term of this Lease, or for the lease payments hereunder (except our Federal or State income taxes) and you shall reimburse us upon demand for any taxes paid by or advanced by us, plus an administrative tax processing fee in the amount of \$25.00. The monies we collect from this processing fee may provide us with a profit. We may estimate the amount of the taxes and charge you for such amount, separately or charge you with a proportional amount with each monthly lease payment hereunder. Unless otherwise agreed to in writing, we shall file personal property tax returns with respect to the Equipment.

12. INDEMNITY. You shall and do hereby agree to indemnify and save us, our agents, servants, successors and assigns harmless from any and all liability, damage or loss, including reasonable attorney's fees, arising out of the ownership, selection, possession, leasing, operation, control, use, condition (including but not limited to latent and other defects, whether or not discoverable by you), maintenance, delivery and return of the Equipment. The indemnity shall continue in full force and effect notwithstanding the termination of the Lease.

13. RISK OF LOSS. You shall assume the entire risk of loss, damage or destruction of the Equipment from any and every cause whatsoever (hereinafter referred to as a "Loss") during the term of this Lease and thereafter until redelivery to us. In the event of a Loss of any item of Equipment, you shall promptly notify us and at your expense (except to the extent of any proceeds of insurance provided by you which we shall have received as a result of such Loss), and at our option, either (a) repair such item, returning it to its previous condition, unless damaged beyond repair, (b) pay us for the replacement value of the Equipment which we estimate and you agree shall be ten percent (10%) of the aggregate Base Monthly Lease Payments for the Lease Term if the Lease Term is forty-eight (48) months or more; fifteen percent (15%) of the aggregate Base Monthly Lease Payments for the Lease Term if the Lease Term is thirty-six (36) to forty-seven (47) months; twenty percent (20%) of the aggregate Base Monthly Lease Payments for the Lease Term if the Lease Term is twentyfour (24) to thirty-five (35) months; twenty-five percent (25%) of the aggregate Base Monthly Lease Payments for the Lease Term if the Lease Term is twentythree (23) months or less ("Replacement Value"), or (c) replace such item with a like item acceptable to us, in good condition and of equivalent value, which shall become our property, included within the term "Equipment" as used herein, and leased from us herewith for the balance of the full term of this Lease, or (c) pay us all accrued and unpaid monthly lease and other payments, late charges and interest, plus the Replacement Value of the Equipment.

14. INSURANCE. You shall keep the Equipment insured against all risks of Loss for not less than the sum of the remaining rents plus the full Replacement Value thereof. All such insurance shall be in form and with companies satisfactory to us and shall name us and our assignee as Loss Payee as our interest may appear with respect to property damage coverage and require that the insurer give us at least ten (10) days written notice prior to the effective date of any modification or cancellation thereof. You may be able to add this insurance coverage to your existing commercial policy and should contact your insurance carrier or broker for that information. You shall pay the premiums for such insurance and deliver to us satisfactory evidence of insurance coverage required hereunder by the Commencement Date. The proceeds of such insurance payable as a result of loss or damage to any item of Equipment shall be applied to satisfy your obligation as set forth in Section 13 above. You hereby irrevocably appoint us as your attorney-in-fact to make a claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for a Loss under any such insurance policy.

15. LOSS & DESTRUCTION WAIVER. In the event that you do not provide us with satisfactory evidence of insurance coverage as required under Section 14 above, you will be deemed to have purchased a Loss and Damage Waiver currently at the price of \$4.95 per month per unit of equipment, which amount we reserve the right to change upon thirty (30) days' written notice to you. Under the Loss and Damage Waiver, we will waive your responsibility for keeping the Equipment fully insured during the term of this Lease. In addition, in the event of a Loss of the Equipment as defined in Section 13 above, upon your notifying us of the same via certified mail with supporting proof that the Loss has occurred and that you took reasonable care in preventing the Loss, and upon our determination that a Loss has in fact occurred and provided that you are not at that time otherwise in default of this Lease, we will, at our sole option and discretion, either (1) provide for its replacement with equipment of comparable value and utility, or (2) terminate this Lease without any further obligation to either party. The monies we collect from this Loss and Damage Waiver may provide us with a profit.

16. EVENT OF DEFAULT: If any one of the following events (each a "Default") shall occur, then to the extent permitted by applicable law, we shall have the right to exercise any one or more remedies set forth in Section 17 below: (a) you fail to pay any lease payment or any other payment hereunder when due; (b) you fail to perform or comply with any of the other terms, covenants, or conditions of this Lease.

17. REMEDIES. If a Default occurs, we may do any or all of the following at our option: (a) terminate this Lease; (b) declare immediately due and payable and recover from you, an amount equal to all accrued and unpaid monthly lease payments, late charges, collection costs, and interest, plus the Replacement Value of the Equipment in the event that you fail to return the Equipment to us as prescribed in Section 18(a) below; (c) repossess or render unusable any Equipment wherever located, without demand or notice, without any court order or other process of law and without liability to you for any damages occasioned by such action; (d) require you to deliver the Equipment to a location designated by us; (e) proceed by court action to enforce performance by you of this Lease and/or recover all damages and expenses incurred by us by reason of any Default; or (f) exercise any other right or remedy available at law or in equity, including those of a secured creditor. You shall pay us all our costs and expenses, including our reasonable attorney's fees, in enforcing any of these remedies or other terms of this Lease, regardless of whether or not a legal action has been commenced. In the event that we seek recovery of our damages as provided for under subsection (b) of this section, you shall pay us for our reasonable attorney's fees, an amount which you and we agree shall be no less than twenty-five percent (25%) of the total amount of the claim. We shall have no duty to repossess and remarket the Equipment or otherwise mitigate any damages relating to the Equipment. All rights and remedies set forth above are cumulative and may be enforced concurrently. You and we acknowledge the difficulty in establishing a value for the unexpired lease term and owing to such difficulty agree that the provisions of this section represent an agreed measure of damages and are not to be deemed a forfeiture or penalty. Any delay or failure to enforce our rights hereunder does not prevent us from enforcing any rights at a later time.

18. END OF LEASE TERM OPTIONS: At the expiration or termination of the Lease Term or monthly renewal period, provided that you are not in default, you have the following options: (a) You may return the Equipment, freight prepaid, to us in good repair, condition and working order, reasonable wear and tear alone excepted, in a manner and to a location we designate within ten days of the expiration or termination of the Lease Term or monthly renewal period and all your rights to use the Equipment shall terminate, or (b) provided that you notify us in writing within thirty (30) days prior to the expiration of the Lease Term or monthly renewal period that you wish to exercise this option, you may purchase the Equipment on an AS-IS WHERE-IS basis for its Replacement Value which amount shall be due at the expiration of the Lease Term. IF YOU DO NOT PROVIDE US WITH THIRTY DAYS' WRITTEN NOTICE OF YOUR INTENTION TO EXERCISE OPTION (B) ABOVE, OR FAIL TO RETURN THE EQUIPMENT TO US WITHIN TEN (10) DAYS OF THE EXPIRATION OR TERMINATION OF THE LEASE TERM OR MONTHLY RENEWAL PERIOD, THIS LEASE SHALL THEREUPON BE EXTENDED ON A MONTH-TO-MONTH BASIS AT THE SAME MONTHLY LEASE PAYMENT AND UPON THE SAME TERMS AND CONDITIONS SET FORTH HEREIN, INCLUDING YOUR END OF LEASE TERM OPTION SET FORTH IN THIS SECTION. If you paid the last monthly lease payment at the time of the signing of this Lease, such payment shall be applied (without interest) to the last monthly lease payment upon your return of the Equipment to us provided that no other sums are owing by you to us under the Lease, in which event we may apply such payment to any such amount outstanding.



19. **LATE PAYMENTS AND COLLECTION COSTS.** Whenever you do not make any monthly lease payment in full when due under this Lease, you agree to pay us, as a late fee, an amount equal to fifteen percent (15%) of the full scheduled payment and only to the extent allowed by law. Such amount shall be payable in addition to all amounts payable by you as a result of our exercise of any of the remedies herein provided. In addition, you will pay us all our out-of-pocket costs relating to or resulting from the collection of the late payment including a processing charge of \$20.00 for each returned check, rejected ACH charge or returned credit card charge; and all reasonable collection costs we incur. Payments shall first be applied to late fees and processing charges and then to Lease obligations.

20. **GOVERNING LAW; CHOICE OF FORUM FOR RESOLUTION OF DISPUTES:** You and we agree that our acceptance and execution of the Lease at our executive office in the City and State of New York shall be the final act necessary for the formation of this Lease THIS LEASE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE CONFLICT OF LAW, RULES OR PRINCIPLES THEREOF. ALL ACTIONS, PROCEEDINGS OR LITIGATION BROUGHT BY US, YOU OR THE GUARANTOR ARISING FROM OR IN ANY WAY RELATED TO THIS LEASE SHALL BE INSTITUTED AND PROSECUTED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS LOCATED IN THE STATE AND COUNTY OF NEW YORK NOTWITHSTANDING THAT OTHER COURTS MAY HAVE JURISDICTION OVER THE PARTIES AND THE SUBJECT MATTER, except that we may commence an action or proceeding to recover possession of the equipment in any jurisdiction where the equipment is located. You agree that any summons and/or complaint or other process to commence any litigation by us may be properly served, if mailed by certified mail, with delivery to you at your address as set forth herein or at such other address that you provide us in writing from time-to- time.

21. **WAIVER OF JURY TRIAL; LIMITATION ON ACTION:** YOU AND WE WAIVE, INSOFAR AS PERMITTED BY LAW, TRIAL BY JURY IN ANY ACTION, PROCEEDING OR LITIGATION BROUGHT BY US, YOU OR THE GUARANTOR ARISING FROM OR IN ANY WAY RELATED TO THIS LEASE. YOU SHALL COMMENCE ANY ACTION OR COUNTERCLAIM BASED IN CONTRACT, TORT OR OTHERWISE ARISING FROM OR IN ANY WAY RELATED TO THIS LEASE WITHIN ONE YEAR OF THE ACCRUAL OF THAT CAUSE OF ACTION AND NO SUCH ACTION MAY BE MAINTAINED WHICH IS NOT COMMENCED WITHIN THAT PERIOD. YOU AGREE NOT TO PURSUE A CLAIM AGAINST US AS PART OF A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION.

22. **ABILITY TO OPT OUT.** You have the opportunity to negotiate the terms and conditions of this Lease and you are not required to accept the terms and conditions as they currently appear in this Lease. However, if you wish to exercise this option, you must notify us in writing via certified mail within seven (7) days of the date you sign this Lease that you wish to exercise this option, whereupon you and we shall endeavor to negotiate in good faith alternative terms and conditions as may be mutually agreeable, and should we be unable to reach an agreement within ten (10) days of our receipt of your notice, either party shall have the right to rescind this Lease. Your failure to provide such timely notice that you wish to exercise this option shall constitute your full acceptance of all of the terms and conditions of this Lease. You may wish to seek the advice of counsel to discuss this option.

23. **SEVERABILITY:** We and you intend this Lease to be a valid and subsisting legal instrument, and agree that any provision of this Lease which may be deemed unenforceable shall be modified to the extent necessary to render it enforceable and shall in no way invalidate any other provision or provisions of this Lease, all of which shall remain in full force and effect. No delay by us in enforcing any rights under this Lease shall be interpreted as a waiver of such rights.

24. **NOTICES; HEADINGS:** All notices under this Lease, unless otherwise provided herein, shall be sufficient if given personally or mailed to the party intended at the respective address set forth herein or at such other address as such party may provide in writing from time to time. The section headings contained in this Lease are for convenience and easy reference only and shall not in any way affect the meaning or construction of any provision of this Lease.

25. **AGENCY; ENTIRE AND FINAL AGREEMENT:** You understand and agree that we are an entirely separate and independent company from the Vendor, Equipment Manufacturer and/or credit card processor, if any. The Vendor, Equipment Manufacturer and/or credit card processor, if any, are not our agent and are not authorized to waive or alter any term or condition of this Lease and their representations shall in no way affect your or our rights and obligations set forth in this Lease, including your unconditional obligation to make the monthly lease payments as set forth more fully above. This Lease contains the entire and final expression of the agreement between the parties, and may not be waived, altered, modified, revoked or rescinded except by a writing signed by one of our executive officers. All prior and/or contemporaneous oral and written representations are merged herein. No attempt at oral modification or rescission of this Lease or any term thereof will be binding upon the parties.



**VENDOR'S BILL OF SALE**

For good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned Vendor represents and warrants to MBF Leasing, LLC. ("Lessor") that it is the absolute owner of the Equipment, that the Equipment is free and clear of all liens, charges and encumbrances, and that the undersigned has full right, power and authority to make this bill of sale, and hereby sells, assigns, transfers and sets over the Equipment to Lessor.

<b>Signer</b>	<b>Title</b>	<b>Dated</b>	
<b>Vendor Name</b>			
<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
<b>Vendor Phone No.</b>			

LESSOR OFFICE USE ONLY

Accepted by  **MBF LEASING, LLC.**

<b>Signature/Title</b>	<b>Print Name</b>	<b>Dated</b>
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Lessee Initials: \_\_\_\_\_



# PROTECT YOUR INVESTMENT

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## ATM **EXTENDED SERVICE PLAN**

By placing an ATM at your location, you are making a valuable investment in your business. An Extended Service Plan from United Cash Solutions offers you the peace of mind that this investment is protected. For a low monthly fee, this plan allows you to rest assured that your ATM is covered against any malfunction or broken parts, and that if any problem does arise, you will experience minimal downtime. An Extended Service Plan includes priority support from our certified technicians to ensure that you are always generating revenue from your ATM and earning the maximum return on your investment.

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### EXTENDED SERVICE PLAN FEATURES:

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- Three (3) year coverage term
- Free technical support
- Rapid response time
- 24 hour electronic monitoring
- Online access to reports and transaction history
- Includes all parts, labor & supplies
- Certified technicians
- Free software upgrades
- Free monthly statements

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*Contact your United Cash Solutions' sales representative to enroll in an Extended Service Plan today!*



EXTENDED PARTS WARRANTY POLICY



This Extended Service Agreement and any addendums, attachments, schedules and exhibits, if any (this "Statement"), sets out the terms and conditions of UCS Systems of New Jersey ("UCS") Extended Service Plan ("Extended Warranty or ESP").

The Extended Service Plan is available for up thirty six (36) months on all new automated teller machines ("Units") and is considered a separate service or warranty plan than the original equipment manufacturer.

Items covered under the ESP ("Covered Items" or "Replacement Items") include:

- System control board;
• Power supply;
• Receipt printer;
• LCD screen;
• Keypad;
• Magnetic card reader;
• Cable and harness (AC power and phone cord excluded); and
• Cash dispensing mechanism.

Items NOT covered under the Extended Service Agreement ("Excluded Items") include:

- Parts needed to repair damage done by any modification to the Unit without permission from UCS;
• Damage to the Unit resulting from abuse, negligence or accident, or to any loss or damage arising in transit;
• Damage caused by accident, impact with other objects, dropping, falls, spilled liquids, or immersion in liquids;
• Damage caused by failure to provide a suitable installation environment; for the
• Forgotten password or combination of lock;
• Any software used in the Units or to operate the Units, including, but not limited to, UCS Standard™ software;
• Return freight and handling charges to and from UCS ("Return Freight");
• Damage from misuse, improper installation, or vandalism;
• Damage caused by power surge or low power conditions (brown out);
• Damage occurring during shipment of the Units or Replacement Items from or to UCS's facility;
• Unit, including, but not limited to, faulty wiring in the building in which the Unit is installed, installation in a facility with uncontrolled environmental conditions, failure to provide a dedicated electrical circuit on which the Unit operates, and/or lack of proper earth grounding for the Unit;
• Damage caused by the use of Unit for purposes other than those for which it was designed;
• Damage caused from improper maintenance of the Unit;
• Consumables and/or cosmetic parts needed for replacement due to normal wear and tear incurred in use;
• Damage from fire, lightning, earthquake, flood or any other "act of God";
• Cash cassettes; and any other item that is not a Covered Item.

Under no circumstance shall UCS or its suppliers be liable for any special, incidental, or consequential damages based upon breach of warranty, breach of contract, negligence, strict liability or any other legal theory based on Purchaser or a third-party's use or inability to use the Unit. Such damages include, but are not limited to, loss of profits, loss of revenue, loss of data, loss of use of the Unit or any associated equipment, loss of capital, cost of substitute or replacement equipment, facilities or services, down-time, Purchaser or a third-party user's time, the claims of third-parties, including customers or injury to Property.

COST & PAYMENT

The purchaser of an ESP ("Purchaser") shall pay UCS the cost of the ESP at UCS's current rates and charges without deductions, set off or delay for any reason. The cost of the ESP is calculated on a per Unit basis.

Anytime thereafter, Purchaser shall notify UCS of any changes made to the Covered Units, such as ownership, installation location, phone number, password, and/or processor, as well as any Unit additions or deletions and Purchaser shall update UCS. Any changes or updates to the Covered Units shall not be effective, until Purchaser and UCS have certified as such in writing. The obligations set forth in this paragraph shall continue throughout the term of this ESP.

UCS will collect monthly payments for the cost of the ESP. Purchaser's failure to make payments on time may result in termination of the ESP. UCS will issue periodic invoices for Excluded Items purchased by Purchaser. Purchaser shall pay these invoices before any excluded parts or labor can be shipped or performed. Purchaser's failure to make payments on time may result in termination of the Extended Service Agreement.

Purchaser may request that UCS cancel the ESP prior to expiration. UCS may cancel the ESP at any time, provided that UCS provides Purchaser 30-days' prior written notice that the ESP is being cancelled and UCS reimburses Purchaser an amount equal to the unused portion of the ESP.

RETURN POLICY

The Purchaser is financially liable for the return of a defective Covered Item and must pay all Return Freight. Defective Covered Items must have a return merchandise authorization and utilize a shipping method that provides shipping capabilities. Defective Covered Items must be received by UCS within thirty (30) working days from the date of receiving the Replacement Item. In the event that the Purchaser fails to return defective Covered Items, UCS may place that Purchaser's account on hold and no Replacement Items will be shipped for any Standard Warranty or Extended Warranty returns under the Purchaser's management until the defective Covered Item in question is received by UCS.

The Purchaser must complete and sign a component history repair form and return it to UCS along with the defective Covered Item. UCS will inspect returned Covered Items and test to verify any problems or failures. If no defects are found, UCS will notify the Purchaser and reserve the right to bill the Purchaser for Return Freight, in house test time and part usage. Any Covered Item tested and subsequently determined to be an Excluded Item will be invoiced to the Purchaser for the full cost of the Excluded Item including Return Freight.

The following information must be provided by the Purchaser requesting Replacement Items:

- ESP contract number;
• Unit serial number;
• Unit phone number / Machine Network ID;
• Covered Item serial number; and
• Unit site phone number (if applicable) and contact name.

EXTENDED WARRANTY COVENANTS

UCS has a right to dial into the Unit terminal through remote management software for service and maintenance purposes. UCS reserves the right to replace defective Covered Items with new or refurbished Replacement Items.

EXTENDED WARRANTY STATEMENT

Purchaser shall provide UCS with prompt written notice and explanation of circumstances surrounding any claims that the Covered Items have proved defective in material or workmanship. No claim may be made, or action brought, by or through a Purchaser after the expiration of this warranty following any alleged breach of warranty.

NO REPRESENTATION OR OTHER AFFIRMATION OF FACT NOT SET FORTH HEREIN, INCLUDING BUT NOT LIMITED TO STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE, OR PERFORMANCE OF THE COVERED ITEMS OR UNIT, AS A WHOLE, SHALL BE OR BE DEEMED TO BE A WARRANTY OR REPRESENTATION BY UCS FOR ANY PURPOSE, NOR GIVE RISE TO ANY LIABILITY OR OBLIGATION OF UCS WHATSOEVER. EXCEPT AS SPECIFICALLY PROVIDED IN THIS STATEMENT, THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL UCS BE LIABLE FOR LOSS OF PROFITS OR INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY BREACH OF OR OBLIGATIONS UNDER THIS STATEMENT.

ENTIRE AGREEMENT

This Statement is intended by the parties as final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Statement. Acceptance or acquiescence in a course of performance rendered under this Statement shall not be relevant to determine the meaning of this Statement even though the accepting or acquiescing party has knowledge of the performance and opportunity to object.

MODIFICATIONS/WAIVER

No supplement, modification or amendment of this Statement shall be binding unless executed in writing by the parties to this Statement. No waiver of any of the provisions of this Statement shall be deemed, or shall constitute, waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

RIGHTS OF PARTIES

Nothing in this Statement, whether expressed or implied, is intended to confer any benefit, right or remedy under or by reason of this Statement on any other parties and their respective successor and permitted assigns, nor is anything in this Statement intended to relieve or discharge the obligation or reliability of any other person or party, nor shall any provision give any other person or party any right of subrogation or action over or against UCS.

SURVIVAL

Any action by Purchaser or UCS for breach of this Statement must be commenced within one (1) year after the cause of action has accrued.

APPLICABLE LAW

This Statement shall be governed by and construed in accordance with the provisions of the Code as adopted by the State of Mississippi, without giving effect to the conflict of principles thereof.

BANKRUPTCY

In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Purchaser, or in the event of the appointment, with or without Purchaser's consent, of an assignee for the benefit of creditors or of a receiver or of a liquidator, then UCS shall be entitled to cancel any length of the term remaining under the Extended Warranty without any liability whatsoever.

Miscellaneous

DISCLAIMER OF WARRANTIES THE STANDARD WARRANTY AND THE EXTENDED SERVICE PLAN ARE THE ONLY WARRANTIES APPLICABLE TO THE UNIT. ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED (INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR QUALITY OF SERVICE), ARE HEREBY DISCLAIMED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY UCS, ITS AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE STANDARD WARRANTY OR THE EXTENDED WARRANTY.

PURCHASER'S SIGNATURE BELOW ACKNOWLEDGES THAT PURCHASER HAS READ AND UNDERSTANDS EACH OF THE TERMS AND CONDITIONS OF THIS STATEMENT AND AGREES TO BE BOUND BY THE SAME.

DATED: \_\_\_\_\_
PURCHASER:
By: \_\_\_\_\_
(Authorized Signature)

UCS:
By: \_\_\_\_\_
(Authorized Signature)

(Typed or Printed Name)

(Typed or Printed Name)

(Title)

(Title)

The parties acknowledge and agree that as of the date written below, the Units identified on the ATM Application and Agreement shall be the Covered Units as described in the Statement.