



ATM Operator Agreement & Application

NationalLink, Inc. ("ISO")
MetaBank ("Bank")

For Office Use Only		Surcharge \$
TID:	Processor:	

New ATM Operator Application Existing ATM Operator

LOCATION INFORMATION	ATM OPERATOR INFORMATION
	Existing operators do not fill this section

1. Name of Location (Legal Name)		11. ATM Operator Principal First Name		12. Principal Last Name	
2. Name of Location DBA (Doing Business As) - If same as above write SAME		13. ATM Operator Principal Home Street Address			
3. Physical street address of Location		City		State	Zip
4. City	State	Zip	14. ATM Operator Principal Social Sec #		15. ATM Operator Principal Date of Birth
5. Location Phone Number		6. Location Fax Number			
7. Business Tax ID Number		16. ATM Operator Principal "FULL" Legal Name (If same as above, write SAME)			
8. Type of Business <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> Corporation		18. Are you on parole or probation? <input type="checkbox"/> Yes <input type="checkbox"/> No		19. Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input type="checkbox"/> No	
9. Merchandise / Services sold		20. Are there any other persons / entities that own or control [10%] or more of business? <input type="checkbox"/> Yes <input type="checkbox"/> No		21. If the answer to #20 was yes, such person/entities are deemed Other Principals. Please include above details about all Other Principals, on a separate attached sheet.	
10. Percentage of ownership held by above named ATM Operator Principal: _____ %					

22. APPLICATION DECLARATION: The undersigned Applicant represents that all information contained in this Application for Sponsorship, and any other documentation supplied thereto, is true and correct. The applicant hereby applies for an account relationship with Bank, as an ATM Operator sponsored by Bank. The undersigned acknowledges that in order to fight the funding of terrorism and money laundering activities, Bank is required to verify the identity of each person who opens an ATM account with Bank. Therefore, the undersigned agrees that bank is authorized to obtain Consumer and (if applicable) Business credit Reports and to undertake a Criminal Background investigation in connection with this Application. Applicant authorizes Bank or any of its agents to investigate information or data obtained from this Application. If there is more than one principal indicated above, applicant hereby provides the signed authorization for such Other Principals as well. Applicant agrees to provide any further information, including financial data, as may be reasonably requested by Bank. Applicant may, upon written request, obtain a complete and accurate disclosure of the nature and scope of the investigation requested hereunder. Applicant acknowledges that Bank may accept or deny this Application in its reasonable discretion.

23. AGREEMENT BETWEEN THE PARTIES: In the event this Application is accepted by bank, the above named ATM Operator, ISO and Bank (Collectively, the "Parties") hereby agree: (1) Bank will sponsor ATM Terminal and financial transactions on the ATM Terminal that ATM Operator financially participates in. ATM Operator and ISO acknowledge that they have signed a separate agreement governing the placement and operation of the ATM Terminal(s) and to abide by the terms of such separate agreement; (2) The Parties agree at all times to comply with applicable laws and regulations. (3) ATM Operator and ISO agree to comply at all times with all system and network rules, including but not limited to the Plus system, Inc., MasterCard/Cirrus, etc. Bylaws and Operating Regulations may be amended from time to time; (4) The Bank may terminate this Agreement in Bank's sole discretion or in the event that either ATM Operator or ISO fail to comply with this Agreement and/or with the Bylaws and Operating Regulations; (5) ATM Operator and ISO will indemnify and hold harmless the Bank, Processor, the Networks (including but not limited to Plus Systems, Inc.) and Network members, from and against any and all claims, losses or damages arising out of ATM Operator's or ISO's failure to comply with this Agreement, with applicable laws and regulations, and with the Bylaws and Operating Regulations. (6) The surcharge amount shall be fair and reasonable.

A COPY OF DRIVER'S LICENSE OR GOVERNMENT ISSUED PHOTO ID IS REQUIRED FOR EVERY NEW ATM OPERATOR

24. Driver's License, ID Number or other identifying document.	State Issued	Expiration Date
----------------------------------------------------------------	--------------	-----------------

SIGNATURE OF ATM OPERATOR (Applicant) X	Signature of NationalLink X	Signature of Bank X
Name:	Name:	Name:
Title:	Title:	Title:
Date:	Date:	Date:

BY SIGNING BELOW, I certify that the document used to identify this Operator was provided to me and the above identification information is true, accurate and reflects the identity of this Operator

Signature of Sales Representative / Distributor X	Print Name	Date	Distributor ID #
------------------------------------------------------	------------	------	------------------

Fax to: 877-885-1740

Application fee is non-refundable

ATM ACCOUNT SET-UP

ACCOUNT SET-UP	Application Fee (Non refundable) \$ _____		ATM Arrangement: <input type="checkbox"/> Purchase <input type="checkbox"/> Reprogram (Provide ATM Serial No.)		
			<input type="checkbox"/> Lease S/N _____		
	ATM Surcharge \$ _____	Location / Owner Income \$ _____	Monthly Statement / Acct. Maint. Fee \$ _____	Access Fee \$ _____	
	Online reporting <input type="checkbox"/> Yes <input type="checkbox"/> No	Online Reporting Fee \$ _____	e-mail address: _____		
	Extended Warranty <input type="checkbox"/> Parts Only <input type="checkbox"/> Labor Only <input type="checkbox"/> Parts and Labor <input type="checkbox"/> Mfg. Only			If Extended Warranty is purchased, provide signed extended warranty certificate	
Cost per transaction \$ 0. _____ OR \$ _____ (per month) WHICHEVER IS GREATER.					
Mail Monthly income check / statement to: <input type="checkbox"/> Location <input type="checkbox"/> ATM Operator Principal Address <input type="checkbox"/> Other (Write below) _____				W-9 MUST BE SUBMITTED	

EQUIPMENT

ATM SET-UP

ATM EQUIPMENT	ATM Cost \$ _____	ATM Manufacturer: _____	Model: _____
	(OR) Lease at \$ _____	Denomination of Bills: <input type="checkbox"/> 10's <input type="checkbox"/> 20's <input type="checkbox"/> 100's <input type="checkbox"/> Other _____	
	# of Months _____	Communication Method: <input type="checkbox"/> Dial <input type="checkbox"/> Wireless <input type="checkbox"/> TCP/IP (Internet)	
	Signage \$ _____	ATMs REQUIRE A DEDICATED PHONE LINE AND A POWER OUTLET PRIOR TO INSTALLATION	
	Accessories * \$ _____	ATM telephone number: () - _____	
	Other Options * \$ _____	* Add'l Accessories / Options: _____	
	Tax _____ % \$ _____	Special Instructions: _____	
	Equipment Subtotal \$ _____	_____	
	Programming / Installation \$ _____	_____	
	Shipping \$ _____	_____	
TOTAL DUE 			
Less payments received \$ _____			
Balance Due \$ _____			
Payment Method: <input type="checkbox"/> Lease <input type="checkbox"/> Check / Cash Enclosed <input type="checkbox"/> ACH <input type="checkbox"/> Other _____	BILL OF SALE: If ATM is purchased from NationalLink, and upon full payment of the purchase price, this Agreement shall constitute a BILL OF SALE. Federal, state or local sales taxes must be paid by Buyer, and if by law Seller is liable for the collection of payment thereof, such taxes shall be added to the sale price. If any portion of the purchase price is not paid as agreed, Buyer shall pay interest of (1.5%) per month on the outstanding balance.		

FUNDS SETTLEMENT INFORMATION

Bank Name: _____	Account Name: _____ <input type="checkbox"/> Checking <input type="checkbox"/> Savings
Bank Address: _____	City _____ ST _____ Zip _____
Routing Number: _____	Account Number: _____
PLEASE PROVIDE A PRE-PRINTED VOIDED CHECK. This authorization will not be activated without receipt of Original Check or letter from the above financial institution verifying the routing and the account number.	

ATM Operator Agreement & Application

This ATM Operator Agreement and Application ("Agreement") is made and entered into this _____ day of _____, 20____ by and between NationalLink, Inc. ("NationalLink") a California Corporation, with its principal offices at 678 Cliffside Drive, San Dimas, CA 91773 and ATM Operator (Name of Business) _____ ("Operator") with the address and Principal / Owner information as indicated on the attached first page of this ATM Operator Application and Agreement. In consideration of the mutual covenants and agreements herein contained, the parties intending to legally bind themselves, hereby agree as follows:

1. Equipment: Operator agrees to operate its own AUTOMATED TELLER MACHINE ("ATM") on the premises in an indoor location(s) as mutually agreed and as identified herein. "Location".

2. ATM Lease and ownership: If ATM is leased, Buyer / Operator understands and acknowledges that through the lease purchase Agreement, Leasing company owns the ATM and buyout by Lessee is made at the end of the full term of lease as per the Lease Buyout Plan. During the full term of such lease, NationalLink and/or its affiliates or assignees will process and service said ATM terminal. The term of the processing Agreement is for the full term of the lease or whichever is greater.

3. Application for Network Approval and Processing: Upon receipt of this Agreement, executed by Operator, NationalLink will make the necessary applications with the Networks for approval of Operator to enroll as a Member, and Operator hereby authorizes NationalLink to make such application on Operator's behalf. NationalLink agrees to provide and Operator agrees to utilize NationalLink's processing services exclusively during the term of this Agreement and any extended renewal period. This Agreement shall inure to the benefit of and be binding upon any successors or assigns of NationalLink or any permitted successors or assigns of ATM Operator.

4. Surcharges and rebates: Surcharges and rebates are for surchargeable cash withdrawal transactions only. NationalLink will provide Operator with monthly statement reflecting all transactions and net rebates. Rebates will be distributed monthly on or before the 20th of each calendar month following the calendar month in which the transactions occurred.

5. Installation & Setup: If Operator purchases ATM from NationalLink and upon execution of the Agreement, Operator authorizes NationalLink or any of its agents or sub-contractors to install the ATM(s) at the location(s) set forth on this Agreement. Any special installation requests or circumstances requiring additional charges to be incurred, arising due to Operator, will be paid by Operator. Operator shall be fully responsible for changing any factory installed passwords at time of delivery to ensure against unauthorized access to ATM.

6. ATM Signage or Display Systems: Operator hereby authorizes NationalLink to place a Display System(s), digital or print on the ATM at Operator's location which may state the Fee Notice, ATM operating instructions, identity of ownership of ATM and all network Logos to which the ATM affords access to. Such Display System(s) may provide electronic video advertising and/or related product promotion. NationalLink reserves the exclusive right to place advertising on the ATM. In the event a Display System is installed, NationalLink may share revenue with Operator at NationalLink's sole discretion. NationalLink will be solely responsible for the installation, maintenance and/or removal of any Display Systems.

7. Exclusivity: Operator shall not permit the removal of the ATM from the Premises nor allow the placement of any other ATMs on the Premises nor subscribe to any other data processing service for processing ATM transactions during the term of this Agreement or any extended renewal periods, except as may be agreed by NationalLink in writing or required by any leaser of the ATM. Operator 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 NationalLink.

8. Insurance Requirements: Operator agrees to protect the ATM from damage, loss, theft or destruction. Operator shall provide and maintain property insurance against loss, theft, damage or destruction of the ATM in an amount not less than full replacement value of the ATM. Operator is solely responsible for providing security against theft at the Location and NationalLink shall have no liability to Operator in the event of theft or damage. All cash kept in the ATM shall be the property of the Operator (unless these services have been hired or contracted out) and Operator shall bear the risk of loss if any cash is stolen or otherwise lost or destroyed.

9. Term & Termination: The initial term of this Agreement shall be Sixty (60) Months and shall commence upon the date hereof and shall be automatically renewed after the initial term for successive Sixty (60) month terms; provided, however that either party may, by giving other party no more than hundred and twenty (120) and no less than sixty (60) days before termination date, written notice terminating this Agreement at the end of initial or subsequent terms.

10. Right to match: In the event this Agreement is terminated by Operator at end of term, Operator grants upon such termination to NationalLink, a right to match any bona fide third party offer in connection with the processing of any ATM machine in the premises. Operator shall notify NationalLink in writing of the offer and NationalLink shall have ten (10) days after receipt of such offer to exercise its right to match the offer. Such right shall continue for 12 months after the termination of NationalLink's services. Once NationalLink exercises its Right to Match, the Operator and NationalLink shall enter into a new Agreement based upon the terms and conditions of the third party offer being matched.

11. Property Ownership, Assignment: Operator represents that they are the owner of the premises or hold a lease or option to renew the lease for said premises of equal or greater length than the term of this Agreement or that they have authority to place an ATM at said premises and enter into Agreement as the agent of its principal. Should Operator sell the business, the premises and/or the ATM then Operator shall have the obligation to immediately notify NationalLink, and notify the purchaser of the existence of this Agreement, and Operator shall require as a condition of sale that purchaser assumes the remaining term of this Agreement and all obligations contained herein. In the event the purchaser refuses to accept an assignment of this contract the Operator shall be obliged to buy-out NationalLink for the remaining unexpired term based upon NationalLink's average monthly volume of surchargeable transactions in the preceding six (6) months multiplied by the number of months remaining on the Agreement. Operator agrees that a lien may be filed in escrow to secure Operator's performance of this buyout provision.

12. Equipment Relocation: In the event Operator transfers or moves its business from the Location, Operator shall notify NationalLink not less than thirty (30) days prior to any such event. In such event, this Agreement shall be automatically deemed amended to apply to Operator's new Location for the remaining term of this Agreement.

13. Cancellation: In the event of default by NationalLink, Operator shall send a written Notice of Default to NationalLink via certified mail, return receipt requested. Thereafter, NationalLink shall have thirty (30) days after receipt of the Notice to cure the default. Failure to cure the default shall result in the immediate termination of this Agreement. Notices to be sent to the addresses show on this agreement.

14. Limitation of Liability:

a. Except for insuring that funds are transferred to reimburse Customer for cash dispensing transactions, NATIONALLINK SHALL HAVE NO LIABILITY FOR SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OR SUMS PAID BY OPERATOR TO THIRD PARTIES, except as otherwise provided herein.

b. No action arising out of this Agreement may be brought by either party more than one year after the cause of action occurred.

c. Operator agrees that NationalLink will not be liable for any loss, expenses or cost incurred by Operator or any person or entity as result of any cause beyond the reasonable control of NationalLink including but not limited to, malfunction or breakdown of equipment.

d. In any dispute between parties, whether or not resulting in litigation, the prevailing party shall be entitled to recover from the other party all reasonable costs including, without limitation, reasonable attorney's fees. "Prevailing party" shall include, without limitation, a party who dismisses an action for recovery in exchange for sums allegedly due, performance for covenants allegedly breached or consideration substantially equal to the relief sought in the action.

e. NATIONALLINK MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE CASH DISPENSING SERVICES, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT. NO ORAL OR WRITTEN PRESENTATION OR STATEMENT MADE BY NATIONALLINK OR ANY OF ITS AGENTS OR EMPLOYEES INCLUDING BUT NOT LIMITED TO, ANY SPECIFICATIONS, DESCRIPTIONS OR STATEMENTS CONTAINED IN USER GUIDES PROVIDED TO CUSTOMER, SHALL BE BINDING UPON NationalLink AS A WARRANT PROMISE OF PERFORMANCE UNATIONALLINKESS EXPRESSLY CONTAINED IN THIS AGREEMENT.

15. Controlling Law: This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of California. The jurisdiction and Venue for any proceeding to interpret or enforce this Agreement shall be in Los Angeles County, California.

16. Entire Agreement: This Agreement constitutes the entire Processing Agreement of the parties hereto. There are no other promises, representations, terms, conditions or obligations other than those contained herein. This Processing Agreement supersedes all prior communications, representations or Agreements, oral or written; between the parties in regards to the services that NationalLink or the ATM provides and shall not be modified except in writing and signed by both parties.

17. Adjustments: Under current Banking rules and regulations "Reg. E", an ATM Owner is not liable for adjustments due to fraudulent ATM Transactions which occur without the authorization of the cardholder or the knowledge of the ATM Operator. However, Operator shall audit and balance the ATM and shall promptly, but in no event more than 30 days after the date of any disputed or missing item, notify NationalLink of any disputed or missing item or items. NationalLink shall not be liable for any recovery of any amounts over 30 days prior to the date NationalLink was notified of the disputed or missing item although NationalLink will use its best efforts to recover any amounts over 30 days from the disputed date. Operator shall print ATM Journal and store such journal showing transaction records for at least one (1) year. In the event a transaction is disputed by a cardholder's Bank, a copy of the Journal must be provided showing that transaction record, the disputed amount may be charged to Operator's account until the adjustment has been settled.

18. Authorization for Automated Clearinghouse (ACH) Transactions: Operator hereby authorizes NationalLink and/or designated assignee to initiate ACH transfer entries to the DDA bank account indicated herein. Transfers include daily transaction settlement, adjustments, account maintenance, lease payments and approved amounts.

19. Guarantee: The undersigned hereby guarantees all representation, warranties, and obligations, sums due and owing hereunder to NationalLink under this Agreement. This guarantee shall be effective as to the initial term and to the renewal of any term of this Agreement and any claims guaranteed hereby or extensions of time of payment or operation of any ATM services rendered by NationalLink, and shall not be affected by the surrender or release by NationalLink of any other or additional security NationalLink may hold for any claim hereby guaranteed. NationalLink shall be under no obligation to give the undersigned notice of renewal or extension of existing obligations. In the event of default by the undersigned, the undersigned hereby agrees to pay on demand all sums then due and all losses or expenses which may be incurred by NationalLink including but not limited to, reasonable attorneys fees.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Agreement as of the date stated below. Your signature below acknowledges your receipt of a copy of this contract.

ATM Operator:

NationalLink, Inc.

Signature: X _____

Signature: X _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

COPY OF DRIVER'S LICENSE

Please include a copy of your valid driver's license including photo and signature.
(Front and back may be required in certain states)

PHOTOCOPY CLEAR & LEGIBLE DRIVER'S LICENSE HERE

COPY OF VOIDED CHECK

PHOTOCOPY CLEAR & LEGIBLE VOIDED CHECK

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	
City, state, and ZIP code		
List account number(s) here (optional)		
Requester's name and address (optional) NationalLink, Inc. 678 Cliffside Dr. San Dimas, CA 91773		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

Social security number								
or								
Employer identification number								

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.