

Merrimak ATM Group LLC ATM Processing Agreement

This agreement is made this _____, 201__, (“Effective Date”), by and between (“Merchant/ATM Operator”) and Merrimak ATM Group. LLC (MAG).

WHEREAS, Merchant/ATM Operator wishes to engage MAG to be the exclusive provider of ATM electronic funds transfer services to Merchant/ATM Operator for the locations listed in following attached exhibits, and MAG agrees to provide such services.

1. **Driving Services:** MAG will provide electronic authorization services to enable your ATM to operate its cash dispensing functions. This means we will, in accordance with all network regulations provide data processing services through our processing agreements. MAG will arrange for the communication link necessary between your ATM and the applicable network(s) for (a) transmission and receipt of authorization /denial messages (b) transmit batch totals to the network (c) receive settlements from the Networks for transactions at your machine. The system will be available for use by merchant/ATM Operator 24 hours a day, 7 days a week.
2. **Training:** MAG agrees to train and inform personnel at location of all regulations and uses of system. Merchant/ATM Operator agrees to stay within network regulations at location including necessary network logos, surcharge notices, and all other applicable items.
3. **Maintenance:** Merchant/ATM Operator agrees to maintain the ATM in proper working order. As the operator of the ATM you are responsible for maintenance contracts and the day to day upkeep of ATM. In the event of any ATM failure the Merchant/ATM Operator agrees to correct problem within 24 hours or notify MAG of said problem. MAG shall at any reasonable time have the right to inspect the ATM to verify proper working order.
4. **Supplies:** Merchant/ATM Operator shall inventory an adequate supply of paper, ribbons, etc. for the ATM at Merchant/ATM Operator’s expense. Supplies will be available through MAG or other authorized service provider.
5. **Cash Supply:** Merchant/ATM Operator will supply money for cash replenishment of the ATM. Merchant/ATM Operator shall do everything in its power to keep the unit loaded with a sufficient cash supply. This should be done in a timely fashion in order to eliminate potential down time.
6. **Phone and Electrical:** Merchant/ATM Operator shall at his own expense, contract for and provide a dedicated telephone line and dedicated electrical outlet within 2 feet of ATM location. Merchant/ATM Operator understands that any telephone or electrical problems are the responsibility of Merchant/ATM Operator.
7. **Term:** The initial term of this agreement shall begin as of the date of this agreement and shall continue for a period of five (5) years following the live date. The agreement shall automatically renew for a five (5) year term at the end of the initial term and also at the end of each successive term unless terminated by Merchant/ATM Operator upon giving written notice to MAG one-hundred twenty (120) days prior to end of current term. In the event Merchant/ATM Operator breaches this agreement causing an early termination, or terminates this agreement prior to the expiration of its term, merchant/ATM Operator agrees to pay an early termination fee equal to \$.50 times your average monthly volume of surchargeable transaction in the preceding (6) months times the number of months remaining on contract. This agreement shall enure to the benefit of and be binding upon the parties and their successors, assigns, representatives and heirs.
8. **Reporting:** MAG agrees to provide reporting to the Merchant/ATM Operator either directly or through one of its representatives by the last day of the following month for the preceding month. Example: June reports by July 31, July reports by August 31.
9. **Clearing account:** In order to facilitate the settlement of daily monetary transactions, Merchant/ATM Operator agrees to establish and maintain its own clearing account. Merchant/ATM Operator agrees

to sign an "ACH Authorization Release" and supply a pre-printed voided check or bank letter from that account.

10. **Fees:** MAG or one of its representatives shall pay Merchant/ATM Operator revenue as provided under this agreement and in accordance with the attached fee schedule.
11. **Adjustments:** Merchant/ATM Operator agrees to store and maintain all audit tapes, disc, etc. for future verification if needed. In the event any transaction is disputed by the cardholder's (customer's) financial institution and, as a result, charged back by that financial institution, Merchant/ATM Operator approves charging the amount of any such dispute directly to the Merchant/ATM Operator's clearing account as identified by ACH authorization.
12. **Representation and Indemnification:** Merchant/ATM Operator hereby represents and warrants to MAG that Merchant/ATM Operator does not have a written or oral contract currently in effect with any third party which provides for electronic funds transfer services similar to those provided in this Agreement. Merchant/ATM Operator hereby agrees to indemnify and hold MAG harmless from all claims, damages and losses, including attorneys' fees, incurred by MAG as a result of the breach by Merchant/ATM Operator these representations and warranties.
13. **Responsibilities of Merchant/ATM Operator and Limitation of Liability of MAG:** It shall be the responsibility of Merchant/ATM Operator (i) to reconcile all withdrawals from your ATM on at least a bi-weekly basis; and (ii) immediately notify MAG in writing of any discrepancies between amounts withdrawn from your ATM and amounts credited to your account. **MAG shall not be liable for any such discrepancies unless Merchant/ATM Operator has notified MAG in writing no later than close of business on the forty fifth (45th) day following the withdrawal as to which there is no corresponding credit.**

In Witness Whereof, the undersigned duly authorized representatives of the parties have executed this agreement as of the date stated below.

MAG LLC

Address:

Name _____

MAG LLC
5420 State Farm Dr, Suite B
Rohnert Park, CA 94928
707-792-6823 Telephone
707-792-6824 Fax

Signature _____

Date _____

Title _____

Merchant/ATM Operator

Address:

Name _____

Signature _____

Date _____

Title _____

Exhibit A ATM Location

Location #1

Business Name _____

Address _____

City, St , Zip _____

Phone _____

Contact _____

ATM Type _____ Surcharge _____

Location#2- multiple locations only

Business Name _____

Address _____

City, ST,Zip _____

Phone _____

Contact _____

ATM Type _____ Surcharge _____

NOT SAMPLE FOR OFFICIAL USE

ACH AUTHORIZATION

_____ hereby authorizes _____
Merchant/ATM Operator Name processor/MAG

to initiate ACH transfers for the following:

- * Adjustments
- *Error Corrections
- *Daily Settlement

Financial Institution Name: _____

Address: _____

Phone: _____ Fax _____

Type of Account _____

Account Number _____

ABA Routing Number _____

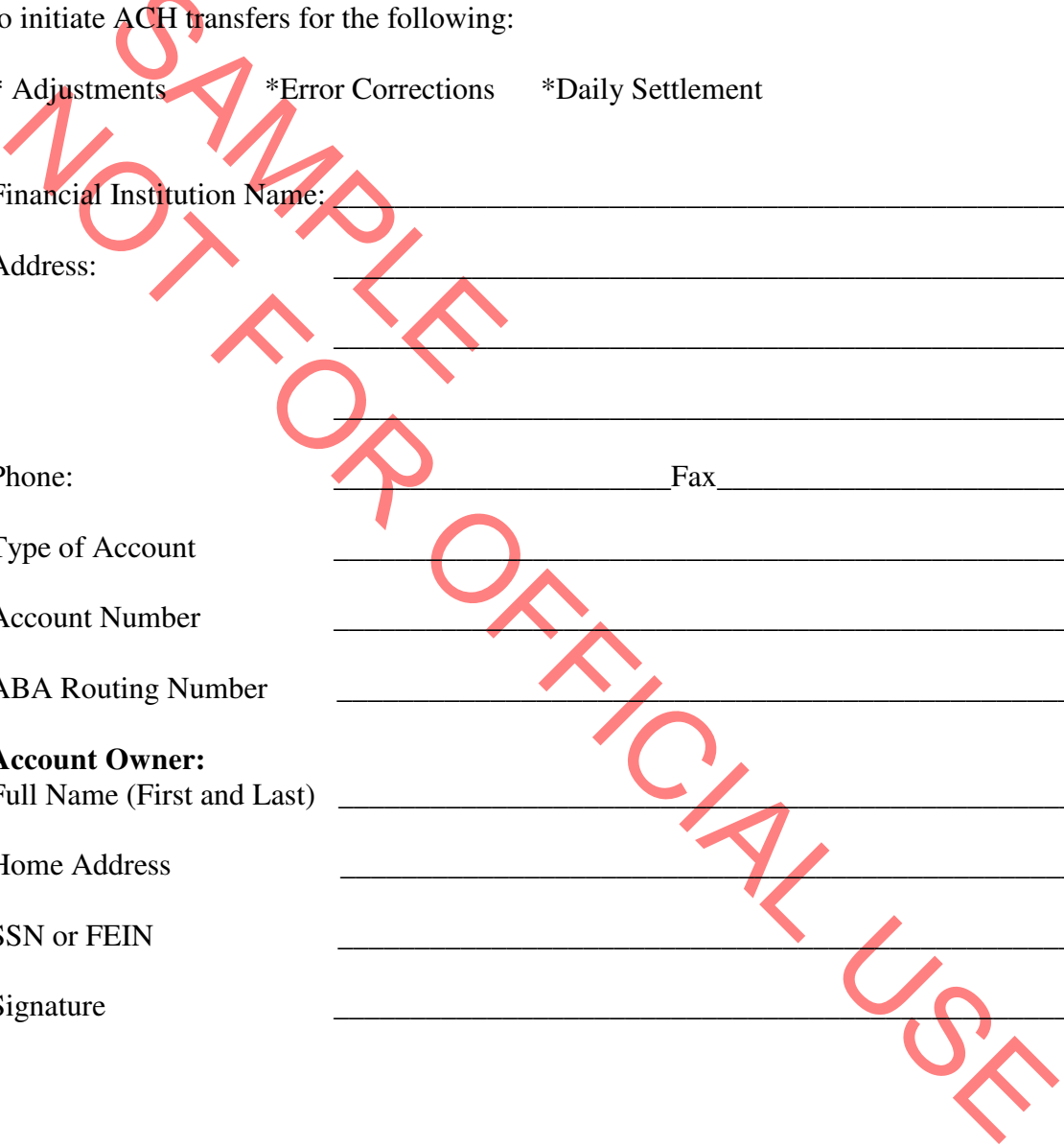
Account Owner:
Full Name (First and Last) _____

Home Address _____

SSN or FEIN _____

Signature _____

Attach Pre-Printed Voided Check
Or
Bank Letter



Bank Letter Head

SAMPLE BANK LETTER

**BANK USA
1 Main Street
USA, US 11111
Phone#
Fax#**

DATE

To whom it may concern:

The following account has been established for: (Name of Business)

With (Your Bank Name)

ABA/Routing number _____

Account number _____

Type of account _____ (checking/savings)

If you should need further information regarding the above, please feel free to contact the undersigned at _____.

Sincerely,

**Name
title**

Fee Schedule

Location Name: _____

It is agreed and understood that MAG LLC

_____ will pay the merchant/ATM Operator directly on a monthly basis.

_____ has delegated and assigned the responsibility of monthly payment to

Name _____

Address _____

Phone _____

Application Fee _____

Monthly Access Fee _____

_____ per transaction per machine will be paid to the Merchant/ATM Operator for every transaction that collects a surcharge of _____.

I have read and agree to the terms of the fee schedule.

Merchant/ ATM Operator

Signature _____ Date _____

Name _____ Title _____

MAG Signature _____ Date _____

MAG Name _____ Title _____

Merrimak ATM Group

Site Evaluation and Compliancy Form - Exhibit B

Terminal ID _____ Date _____

Location Name _____

ATM Operator _____ Contact _____

Location Address _____

Location Phone _____ ATM Phone _____

ATM Manufacturer: _____ Model: _____ Serial Number: _____

Software Version: _____ Firmware Version (BIOS): _____

TRSM(EPP)Type: Pre-PCI PCI 1.x PCI 2.x EPP Serial # _____

ADA Compliant YES NO Picture Verification YES NO Set-Up Report YES NO

Merchant/ATM Operator agrees to inspect the ATM on a regular basis for any tampering or alteration of the ATM. This inspection includes, but is not limited to, the following:

Surcharge Logo- A surcharge logo must be attached to the ATM in a highly visible area in order to notify the users of the ATM surcharge. ATM must display a label that includes a customer service number to contact in the event of operational problems or suspicious activity.

Network Logos- The network logos must be attached to the ATM in a highly visible area in order to notify the user of the networks available on the ATM.

- ATM should be inspected regularly for any suspicious device including any overlay devices.
- All factory set passwords should be changed to a new, secure password.
- ATM must be able to dispense at least \$200.00 per cash withdrawal.
- Merchant/ATM Operator or clerk should never request a cardholder to divulge their PIN.
- Ensure the receipt reflects the address of the terminal location for Reg E
- Merchants should take precautions to prevent others from observing the entered PIN.
- Security cameras should be turned away from keypad, quality placement of ATM is important and shielding should be used if necessary.
- I have reviewed all state or county specific requirements and agree to comply with all regulations
- All ADA standards have been reviewed and meet the compliancy requirements including, but not limited to, headphone jack evaluation, braille evaluation, surround measurements, location floor space evaluation, height and reach requirements, etc.

Merchant/ATM Operator

I have read, understand and agree to follow all of the items listed on this page

Signature _____ Date _____

Name _____ Title _____