

ATM PROCESSING AGREEMENT



ATMOLOGY
6355 TOPANGA CANYON BLVD, SUITE 324, WOODLAND HILLS, CA 91367
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ATM Processing Agreement

This Processing Agreement (the Agreement) is made this _____ day of _____ 20____. by and between ATMology, a subsidiary and property of Credit Card Industry, Inc. (CCI) located at 6355 Topanga Canyon Blvd., Suite 324, Woodland Hills, CA 91367, referred to as "Company" and _____ located at the address specified at the last page of this ATM Processing Agreement, hereinafter referred to as "Location."

This Agreement provides for the Automated Teller Machines (ATMs), located on Exhibit A to have access to the ATM networks available in this region and nationally ("Networks"). "Company" has contracted with a national third-party processor or processors ("Processor"), the networks, and a bank or banks ("Settlement Bank"), to act as a Network-Sponsoring bank for "Company." "Company", "Processor", "Networks", and "Settlement Bank" will facilitate the ATM processing and the transfer of funds received from the Networks as a result of "Location's" ATM transaction activity.

Location Income. Company will compensate Location as follows: Based on a \$ _____ surcharge per transaction, a rebate of \$ _____ per transaction will be paid to "Location". For this purpose, a transaction will be defined as any surcharged cash withdrawal made from the cardholder's account. All surchargeable transaction fees collected will be paid by the 25th day of the following calendar month. "Location" understands and agrees that "Company" will have the option to increase the surcharge amount in the event that "Company" incurs any additional charges during the term of this Agreement for bank fees, processing fees, network fees, or any local State or Federal laws that affect the cost of processing ATM transactions.

Processing Services. "Location" understands that "Company" cannot be held responsible for any Network or processing problems; however, "Company" shall work diligently to resolve any such problems. "Company" agrees to provide and "Location" agrees to utilize exclusively during the term of the Agreement, such data processing services as the "Company" at its own discretion, has selected to process all ATM transactions.

Maintenance/Repair. Company will arrange for maintenance and repair services for the ATMs. "Location" agrees to contact "Company" via telephone or cell phone no less than 2hrs from the time Location is notified that such ATM terminal is unable to process ATM transactions. "Company" will dispatch a technician within 24hrs from the time "Location" has delivered notification that such ATM terminal is not able to process ATM transactions. If "Company" at its own discretion hires any 3rd party service provider for maintenance or repair services, the guaranteed response time will increase to 48hrs. _____.

Insurance Requirements. Location agrees to provide and maintain a policy of liability insurance for the ATM and name the leasing company as additionally insured on the policy.

Phone/Electrical Requirements. Location shall at its expense, provide and maintain a business telephone line and one (1) operating electrical power outlet (110V) both within 2 feet of the ATM site.

ATM Signage. Location hereby authorizes Company to place a required sign or signs on the property which state the fee notice, ATM evidence, operating instructions, identity of ownership of the ATM(s) and the Networks to which the ATM(s) and the Networks to which the ATM(s) afford(s) access. The form and content of the sign(s) and the location for the installation of the sign(s) shall be subject to the rules of each Network. Company reserves the right to place advertising on the ATM(s).

Exclusivity. Location shall not permit the removal of the ATM from the premises nor subscribe to any other data processing service for processing ATM transactions during the term of this Agreement, except as may be agreed by "Company" in writing or required by any lesser of the ATM.

Equipment Relocation. In the event Location transfers or moves its business from the Premises, Location shall notify the Company no less than one hundred twenty (120) days prior to any such event.

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Term. The term of this Agreement shall commence on the day the Agreement is accepted by Company, and it shall continue in force for a period of sixty (60) months thereafter (the "PRIMARY TERM"). If neither party notifies the other party at least one hundred and twenty (120) days prior to the end of the PRIMARY TERM, that the notifying party wishes to terminate this agreement, the term of this agreement will be automatically extended for a period of twelve (12) months upon the same terms stated herein.

Assignment. "Location" understands and agrees that if ownership of Location is sold or transferred to another party that said party will automatically be assigned this Agreement and will continue in full force for the remaining term of the Agreement.

Disclaimer. "Location" understands and agrees that "Company", and/or its processor makes no representation or warranty, express, implied, or statutory, as to any matter whatsoever, including the potential withdrawal revenue from the ATM and the ATMs merchantability or fitness for any particular purpose. "Company" and/or its processor shall in no event be responsible for any lost profits or direct incidental, consequential, special, or indirect damages "location" may incur. Company's sole liability to location hereunder, except as otherwise provided, shall be to remedy any breach in a timely manner. "Location" understands and agrees to allow "Company", its officers, employees, assignees, independent sales contractors, agents and stockholders to remove ATM machines if any changes in city, county, state, or federal laws/regulations make operations of ATM machines unprofitable.

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 legal proceeding to interpret or enforce this Agreement shall be in the county where Company maintains its principal place of business.

Attorney Fees. In the even that at any time during the term of this agreement either Location or Company shall institute any action or proceeding against the other relating to the provisions of this Agreement, or any default hereunder, then and in that event, the non-prevailing party in such action or proceeding agrees to reimburse the prevailing party for the reasonable attorney's fees incurred therein by the prevailing party.

Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto. There are no other promises, representations, terms, conditions, or obligations other than those contained herein. This Agreement supersedes all prior communications, representations or agreements, oral or written, between the parties and shall not be modified except in writing signed by each party.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Agreement as of the day and year stated on the beginning of this Agreement.

Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Company Name:	ATMology, a subsidiary of Credit Card Industry (CCI)
Location:	6355 Topanga Canyon Blvd, Suite 324
	Woodland Hills, CA 91367