

ATM N CASH, Inc.
CONTRACT FOR ATM
PROCESSING



This agreement is entered into by and between ATM N CASH INC, a Tennessee corporation, whose address is 922 Hollywood Dr, Jackson, Tennessee 38301 (hereinafter "ATM N CASH") and:

Business Name:			Contact Name:
Address:	State:	Zip:	City:
Phone:			E-Mail:
Mobile:			LK# Surcharge:
Fax			STD# Standard 3
Notes:			

1. ATM Services

ATM N CASH shall provide to Customer monthly ATM services for the Customer's ATM machine which is currently owned by Customer and/or which is located at the Customer's business premises. The ATM services include, but are not limited to:

(a) Warranty

Extended Warranty on ATM (Full Parts, Labor, Tech Support and Paper Coverage

Yes:	No:
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Cost is \$0.20 per surcharge transaction

(b) Surcharge The total surcharge assessed per surcharge transaction will be \$_____

2. Exclusivity and Fees :

ATM N CASH has the exclusive right to provide the ATM services to Customer for the term of this Agreement. In exchange for the exclusivity, ATM N CASH shall pay Customer \$_____per transaction. ATM N CASH shall pay Customer on or before the 15th day of the following month. Payment shall be automatically deposited into Customer's account via wire transfer or it may be paid by check. Customer hereby agrees that ATM N CASH shall be entitled to any and all other fees generated by the ATM use by the Customer's customers and clientele and the Customer waives its right to any and all fees paid by any bank for the ATM use. Customer shall not contract with any other party during the term of this Agreement for ATM services. If Customer retains a third party to provide its ATM services, then Customer shall be in default of this Agreement. This Agreement covers any and all ATM machines that the Customer may install at the business premises. In the event that the Customer adds additional ATM machines, then ATM N CASH has the exclusive right to provide ATM processing services to Customers for the additional machine(s) under the same terms as set forth in this Agreement. Customer warrants and certifies ATM N CASH that the Customer is in no way infringing upon any existing contract between Customer and any other ATM service provider by entering into this Agreement.

3. Access:

Customer shall grant ATM N CASH reasonable access to its business premises to access the ATM machine so that ATM N CASH may perform its contractual obligations and provide the ATM services to the Customer.

4. Term:

The term of this lease shall commence on _____20__ and continue until. _____20__ This contract is for a term of sixty (60) months unless otherwise specified in writing by the parties. The parties agree that this contract shall renew for successive and infinite sixty (60) month periods unless terminated. The parties agree that Customer must notify Vendor, in writing, by certified mail ninety (90) days prior to the renewal date to cancel any subsequent renewals. If the initial term of this contract is less than ninety (90) days, then cancellation of this agreement must occur within a time period of not less than one-half (1/2) the initial term of this contract.

5. Expenses:

Customer shall pay any and all expenses relating to the operation of the ATM machine owned by Customer including but not limited to; the electricity, phone and/or internet bills related to the operation of the ATM. The Customer is responsible for insurance on its ATM machine and ATM N CASH is not obligated to insure same. The Customer is responsible to maintain the ATM machine and to ensure it is functional. If the Customer allows the ATM machine to remain out of order for a period of thirty (30) days or more, then the Customer shall be in default of this Agreement and subject to a monthly charge. ATM N CASH will collect a fee of \$0.10 per surchargeable transaction due to changes in network regulations. Customer shall pay a \$15.00 statement fee per month.

6. Disclaimer of Warranties:

ATM N CASH disclaims any and all warranties as the ATM machine is the property of the Customer. ATM N CASH will not be deemed to be in default of its contractual obligations or otherwise responsible for delays or failures in performance resulting from acts of God, acts of war or civil disturbance,

epidemics, governmental action or inaction, fires, unavailability of labor, materials, power or communication, or other causes beyond ATM N CASH'S reasonable control. ATM N CASH disclaims any and all liability and assumes no liability for the accuracy of processed data, except that ATM N CASH agrees to correct any of its errors. ATM N CASH will not be liable to Customer for any incidental, consequential or special damages, including without limitation, lost revenues and profits.

7. Choice of Law:

The parties hereby agree that this contract shall be interpreted according to the laws of the State of Tennessee, including interpretation, enforceability, validity and construction. The parties further agree that any action that may arise, directly or indirectly out this agreement, performance of this agreement or breach of this agreement shall be determined in the State of Tennessee and Customer hereby submits to the jurisdiction. The parties further agree that any action that may arise shall be heard in a Court of competent jurisdiction in Madison County, Tennessee.

8. Liquidated Damages:

The unsuccessful party in any legal action shall pay to the successful party, in addition to add the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees. In the event of a default by Customer, or in the event of an early cancellation of this Agreement, the parties agree that the damages to be sustained by ATM N CASH will be substantial and difficult to ascertain as ATM N CASH will lose its rights to exclusivity at Customer's location. Therefore, if this Agreement is terminated by Customer prior to the termination date for any reason other than for failure of ATM N CASH to perform under this Agreement, or terminated by ATM N CASH for causes due to Customers default at any time the Customer agrees to pay and shall pay to ATM N CASH, as a liquidated damage and not as a penalty \$50,000.00. The parties agree that this sum represents a reasonable estimate of forecast of what the damages will be in the event of a breach by Customer and is not intended as a penalty.

9. Forum:

The parties submit to jurisdiction of the State of Tennessee with respect to any action arising, directly or indirectly, out of this Agreement of the performance or breach of this Agreement.

10. Waiver:

ATM N CASH failure to exercise the right of remedy or ATM N CASH acceptance of a partial performance by Customer will not operate as a waiver of any of ATM N CASH rights or Customer's obligation under this Agreement and will not constitute a waiver of ATM N CASH right to declare an immediate or subsequent default.

11. Severability:

Each provision of this Agreement will be interpreted in such a way as to be effective and valid under applicable law. If a provision is prohibited by or invalid under applicable law, it will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement.

12. Amendments:

This Agreement may not be varied or modified in any manner, except in a subsequent writing executed by an authorized representative of both parties.

13. Assignments:

No assignment of this Agreement or of any right or obligation under this Agreement will be made by either party without the prior consent of the non-assigning party. Notwithstanding the foregoing, either party may assign this Agreement as part of a merger, acquisition or other reorganization. In the event of a proper assignment, this Agreement will be binding upon and insure to the benefit of the parties successors and assigns.

14. Notices:

All notices and other communications required or permitted under this Agreement shall be in writing and will be deemed given when delivered personally or by certified mail addressed as follows: ATM N CASH Solutions, Attention Aiman Nassar, 922 Hollywood Drive, Jackson , Tennessee, 38305 and Customers:

15. Remedies:

The Purchase amount is due and payable within ten (10) days of the written demand to Merchant. In the event that payment on any of the identified repurchases is not made within a thirty (30) day period from notification, Merchant authorizes to debit the checking account(s) of the merchant for the full amount outstanding. Should the merchant fail to remit said funds or should the debit be returned unpaid, ATM N CASH shall have the right to commence an action against the Merchant for the payment of the full amount and all other amounts due under this agreement and to exercise all of its rights under the Processing Agreement, all such rights and remedies being cumulative, not exclusive and enforceable alternatively, successively or concurrently.

16. Remedies Cumulative:

The remedies provided in this Agreement will be cumulative, and the assertion by a party of any right or remedy will not prelude the assertion by such party of any other rights or the seeking of any other remedies.

17. Counterparts:

This Agreement may be executed in one or more counterparts, each of which will be deemed as original Agreement, but all of which will be considered on instrument and will become a binding Agreement, but all which will be considered one instrument and will become a binding Agreement when one or more counterparts have been signed by each of the parties and delivered to the other.

18. Titles and Headings:

Titles and headings to the articles, sections or paragraphs in this Agreement are inserted for convenience or reference only and are not intended to effect the interpretation of construction of the Agreement.

Attorney Fees:

Customer agrees that should Vendor be required to retain or hire Counsel to enforce the terms and conditions of this agreement, that Customer will pay, and Vendor will be entitled to, pay additional attorney fee's incurred in enforcing, litigating, Deposition fee's, paper work fee's, court filing fee's and/or pursuing the terms and conditions of this contract. ATM N CASH will not be responsible for any fee's in pursuant to collect damages from it's customer and/or the business owner. Business owner will be required to pay all fee's subject to all damages.

Arbitration:

The parties hereby agree that, at the sole and exclusive discretion of Vendor, Vendor may demand an arbitration as the forum for resolution of any dispute arising out of the terms and conditions of this contract. The parties agree that should Vendor choose arbitration as the forum for resolution of any dispute between the parties that the parties shall share equally in all costs of arbitration of the matter.

Integration:

This Agreement constitutes the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes any prior discussions, negotiations, Agreements and understanding.

First Right / Personal Guaranty Clause:

During a period of five years after any termination or non renewal of this Agreement (the "First Right Period"), if Merchant desires or intends to obtain any ATM processing services similar to some or all of those provided under this Agreement, then Merchant hereby grants ATM N CASH the First Right (as defined below). (a) The first right shall mean the ATM N CASH's right to provide ATM services as specified in this Agreement but upon the same pricing as that included in the Offer (defined below). During the initial or any exercised successive term of this Agreement, ATM N CASH shall be the exclusive provider of ATM services at the property, and Merchant shall not permit or allow any other person or entity to provide ATM services at the above location of the Merchant. The First Right shall be granted, accepted and exercised, and shall expire, upon the terms and subject to the conditions as follows; (i) Upon receipt of a bona fide written offer from a third party that is not an affiliate of Merchant (the "Offer") to provide the ATM services, which offer the Merchant intends to accept, Merchant shall notify ATM N CASH in writing of the Offer, via certified mail, return receipt requested, and provide a complete copy of the Offer. The notice shall name the proposed person or entity seeking to provide the ATM services to the Merchant. The delivery of such notice shall constitute the Merchant's certification and warranty to ATM N CASH that offer is a bona fide in all aspects. Upon receipt of such notice, ATM N CASH shall have twenty five (25) business days (the "Company Election Period") in which to notify Merchant owner in writing of its election to exercise its First Right and provide the ATM services as provided herein for the fees stated in the Offer and upon other terms as set forth in this Agreement. (ii) In the event ATM N CASH elects to exercise its First Right, ATM N CASH and Merchant shall execute an ATM processing and site placement agreement in form and substance similar to this Agreement (except for pricing which shall match that provided in the Offer) within fifteen (15) days after delivery of the requisite notice of the Merchant. (iii) In the event ATM N CASH does not elect to exercise its First Right, the Merchant shall be free to accept such Offer pursuant to the exact terms and conditions of the Offer, or in the event the Merchant obtains any ATM services during the First Right Period not exactly pursuant to the terms and conditions of the Offer. If Merchant obtains any ATM Services during the First Right Period not exactly pursuant to the terms and conditions of the Offer. If Merchant obtains such ATM Services from an affiliate thereof, ATM N CASH shall again have the right to exercise the First Right to provide ATM Services upon the terms and subject to the conditions of this Agreement. (b) Notwithstanding anything to the contrary herein, ATM N CASH shall have the right to immediately terminate this Agreement, without notice to Merchant, upon (each and independent "Event of Default"): (a) Merchant's material breach of this Agreement or any other agreement between ATM N CASH and Merchant, including, without limitation, any falsification of information or deliberate omission of information provided under this Agreement or as requested by ATM N CASH from time to time; (b) the average number of monthly Surchargeable Transactions processed through the ATM located on the Property during any one monthly period is zero transactions; (c) Merchant's failure generally to pay debts as they mature, or the appointment of a receiver or custodian over a material portion of Merchant's assets, which receiver or custodian is not discharged within sixty (60) days of such appointment; (d) any voluntary or involuntary bankruptcy or insolvency proceeding are commenced by or against Merchant' which proceedings are not set aside within sixty (60) days from the date of institution thereof; (e) any writ of attachment, garnishment, execution, tax lien, or similar writ is issued against any property of Merchant; and/or (f) any unauthorized assignment of this Agreement by Merchant, and/or (g) any breach of any representations or warranty by Merchant or any person executing this agreement on behalf of Merchant. (h) Merchant's failure to comply with ATM N CASH's First Right. Should Vendor be a corporation, limited liability company, partnership or other entity, for good and valuable consideration, including the extension of credit to the principal, the undersigned, whether officer, partner, agent or otherwise, agrees that by execution of this contract on behalf of the Customer (the Principal), that she/he is personally liable, jointly and severally with the Customer, as guarantor for the payment of all indebtedness, liabilities and/or damages which may become due as part of this agreement. Demand for payment and notice of indebtedness are hereby waived. The terms and conditions hereof and the guarantee herein given shall continue in full force and effect until such time as Vendor and Customer mutually agree, in writing, that the personal guarantee shall be revoked and withdrawn. Such a revocation and/or withdrawal of the personal guarantee shall in no way relieve Customer of any of the obligations in this contract.

Default:

If the customer is in default (no transactions for thirty days or more), then the customer shall pay ATM N CASH a monthly amount which shall be the average surcharge plus the interchange rate that customer has been doing on average for the past (12) months of active operation, and pro-rated for the duration of contract.

ATM Machine Details

Price: \$ All new ATMs include stickers*Electronic and Cencon locks are at an additional cost*

ATM Type:

Make: Choose an item.

Model:Select ATM Model

Dispenser Option:

☐Fixed Cassette☒1k Note Cassette☐2k Note Cassette☐Other: _____

Lock Type:

☐Dial Lock☒Electronic☐KabaMas / SG

Card Reader:

☐DIP Style☐MCR☐Swipe☒EMVAcknowledgment of
Terms per Agreement:

Location Name: _____

Address: _____

(a)Customer (Merchant)

Signature: _____

Print Name: First and Last Name: _____

Title _____

Date _____

(b)ATM N CASH

Signature _____

Print Name: First and Last Name: _____

Title _____

Date _____

I have read and understand the terms and conditions.

FOR OFFICE USE ONLY**Terminal Number:** _____**Payment Received Date:** _____**Date Ordered:** _____**Date Delivered:** _____**Date Installed:** _____**Date Serviced:** _____**Communication Standard**☒ Standard 1 (Tranax)☒ Standard 3 (Triton)☒ Tidel Standard**Communication Method:**☐Dial Up (Phone Line)☐IPG**Software Updated:** Yes ____ No ____☐TCP/IP (Internet)☐OptConnect or Other SN: _____**MP:** _____**SP:** _____**OP:** _____**SF:** _____

Exhibit C

ACH Authorization Form
Revised 1/8/2015

Business Name:		Contact Name:	
Address		City	
State:	Zip:	Phone:	Fax:
_____ (hereinafter referred to as Customer) authorizes ATM N CASH Solutions, or any authorized, designated assignee, to initiate ACH transfers entries and to debit and/or credit the account identified herein for all processing services. The authorization shall remain in effect unless and until ATM N CASH Solutions has received written notice from Customer that this authorization has been terminated in such time and manner to allow ATM N CASH Solutions to act. ATM N CASH Solutions shall have the right to debit and credit account for the settlement of terminal transactions and transaction adjustments on behalf of Customer. Customer or store owner agrees that by signing this document the current date will be effective as the date of the current contract to renew. ATM N CASH Solutions shall have the right to debit and credit account for the settlement of transactions on behalf of the Customer, and for payment fees, charges and other costs due and owing under this agreement. Customer shall establish and maintain for the term of this agreement a clearing account. The Customer agrees to execute a merchant processing agreement, along with a voided check, and any other documentation required to grant authority to ATM N CASH Solutions or a third party processor to credit or debit account. Customer agrees to pay back any charge back any card holder, any card holder charge back fees assessed by the network and to allow such charge back fees to be deducted from transaction rebates of clearing account. All shortages and adjustments are the full responsibility of Customer. Customer further agrees to comply electronic fund- transfer network rules, regulations and requirements. Print Name: _____ Title: _____ Signature: _____ Date: _____			
FUNDS SETTLEMENT INFORMATION			
Bank Name / Branch:			
Address:			
City:	State:	Zip:	Phone:
Account Type:	DDA:	Checking:	Savings:
Account Name:		Account owner:	
INTERNET REPORTING INFORMATION			
Username:		Password:	
Routing Number:		Account Number:	
ATTACH A PRE-PRINTED VOIDED CHECK BELOW This will not be activated without receipt of original check, deposit slip, or letter From the above financial Institution verifying the routing and account number. VOIDED CHECK HERE			