

ATM N CASH, Inc.
CONTRACT FOR ATM
PLACEMENT



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: _____		Owner: _____	
Address: _____			
City: _____	State: _____	Zip: _____	EIN: _____
Phone: ()-_____-_____		Mobile: ()-_____-_____	
		Fax: ()-_____-_____	
Email: _____; Guarantor's SSN: _____			

(hereinafter "Customer").

1. Term

The term of this agreement shall commence on _____, 20____, and end on _____, 20____ (the "Initial Term"). THIS AGREEMENT SHALL RENEW AUTOMATICALLY FOR SUCCESSIVE EXTENSION TERMS OF SIXTY (60) MONTHS EACH (EACH AN "EXTENSION TERM") UNLESS TERMINATED BY ATM N CASH OR CUSTOMER AS SET FORTH IN THIS AGREEMENT. CUSTOMER MUST NOTIFY ATM N CASH IN WRITING NINETY (90) DAYS PRIOR TO THE END DATE OF THE INITIAL TERM OR THE THEN EFFECTIVE EXTENSION TERM IN ORDER TO TERMINATE THIS AGREEMENT AND PREVENT THE AUTOMATIC RENEWAL OF THIS AGREEMENT FOR ANOTHER SIXTY (60) MONTH EXTENSION TERM. As used herein, the "Term" includes the Initial Term and any Extension Term. ATM N CASH may terminate this agreement at any time, without cause, by giving fourteen (14) calendar days' written notice to Customer.

2. Location and Electricity for ATM; ATM Equipment and Services to Be Provided; Exclusive ATM at Premises

During the Term of this Agreement, Customer shall provide to ATM N CASH a reasonable area of floor space sufficient to contain and allow access to one (1) automatic teller machine ("ATM") in Customer's store located at the following address: _____ (the "Premises"). The location of the ATM must be approved by ATM N CASH and may not be changed without the mutual agreement of ATM N CASH and Customer. Customer shall provide electricity for the ATM, at Customer's expense. During the Term of this Agreement ATM N CASH shall provide, maintain, and service one (1) ATM at the Premises, which shall be the only ATM on the Premises during the term of this agreement. Customer shall not keep, operate, or allow any other ATM, whether or not operational, on the Premises during the term of this agreement.

3. Division and Payment of Fees

The ATM placed at the Premises shall charge a transaction surcharge of \$ _____ per surchargeable transaction. The surcharge fees actually earned and received by the ATM at the Premises shall be divided between ATM N CASH and Customer as follows: ATM N CASH: _____; Customer: _____ (per surchargeable transaction fee earned and received). ATM N CASH shall pay Customer's share of the fees to Customer by check, money order, bank draft, electronic fund transfer, or wire transfer, to be paid per: (____) month, (____) transaction, or (____) year, as checked here.

4. Continuous Operation and Customer's Right to Terminate for Non-Operation.

During the Term, ATM N CASH agrees that it will use reasonable efforts to have the ATM continuously operational during the hours of the days the store located at the Premises is open to the public for business. If the ATM is not at the Premises, not operational, or is not operating correctly, Customer shall give written notice to ATM N CASH, and ATM N CASH shall have the ATM checked within three (3) business days of receipt of said notice and shall have the ATM repaired or replaced within ten (10) business days of said inspection, subject to reasonable availability of parts or replacement equipment. If, through no fault of Customer, the ATM is not repaired or replaced within twenty (20) business days from the date Customer's written notice to ATM N CASH that the ATM is not present, not operational, or not operating correctly is received, and said failure is not due to the reasonable unavailability of parts or replacement equipment, then Customer may elect to terminate this Agreement by giving written notice to ATM N CASH at any time prior to the date the ATM is repaired or replaced. If Customer does not give written notice of termination to ATM N CASH prior to the date the ATM is repaired or replaced, Customer's right to terminate based on that particular delay in repair or replacement shall lapse. If, through no fault of Customer, the ATM is not present, not operational, or not operating correctly for fifteen (15) or more continuous business days from the date Customer's written notice to ATM N CASH that the ATM is not present, not operational, or not operating correctly is received, on ten (10) or more occasions in the Initial Term or in any one (1) Extension Term, then Customer may elect to terminate this Agreement by giving written notice to ATM N CASH within thirty (30) calendar days of the date of the last day the ATM

Initials: _____;
Customer ATM N CASH

is not present, not operational, or not operating correctly. If Customer does not give written notice of termination to ATM N CASH prior to expiration of said thirty (30) day period, Customer's right to terminate due to ten (10) or more non-operational periods of fifteen (15) or more continuous business days in the Initial Term or any one (1) Extension Term shall lapse until there is another period of fifteen (15) or more continuous business days in which the ATM is not present, not operational, or not operating correctly in the same Initial Term or the same Extended Term. In the event any failure or delay by ATM N CASH in repairing or replacing the ATM is due to events beyond ATM N CASH's reasonable control, including but not limited to natural disaster, emergency, civil disorder, or strike, said period of delay shall not constitute grounds for termination hereunder.

5. Compliance with Laws

ATM N CASH shall comply with all applicable Federal, state, and local laws in the operation of the ATM. Customer shall comply with all applicable Federal, state, and local laws in the operation and maintenance of the Premises and in the conduct of any business at the Premises. Customer shall not allow the conduct of any illegal activities at the Premises.

6. Access to ATM; ATM Ownership

Customer shall allow ATM N CASH full access to the ATM during any of Customer's regular business hours, without notice to Customer. ATM N CASH may access the ATM outside of Customer's regular business hours by giving prior written notice to Customer, delivered at least two business days prior to the date on which ATM N CASH desires access during non-business hours. The ATM provided pursuant to this agreement is the property of and owned or leased by ATM N CASH. Nothing in this agreement shall be deemed to convey or confer any ownership interest in the ATM to Customer. ATM N CASH has the right to have full access to its ATM. FURTHERMORE, ATM N CASH HAS THE RIGHT TO REMOVE THE ATM FROM THE PREMISES AT ANY TIME AND WITHOUT ANY CONDITIONS OR CAUSE. In the event ATM N CASH removes the ATM from premises, Customer's sole remedy shall be the right to terminate if a replacement ATM is not provided within the time limits set forth in section 4 above.

7. Limited Liability of ATM N CASH

ATM N CASH shall not be liable to Customer for any monetary or consequential damages, including damages for loss of fee revenues, for any failure or delay in providing the ATM, for any failure or delay in repairing the ATM, for any failure to operate the ATM, or for any other default under this Agreement, and Customer's sole remedy in the event of such default(s) shall be to terminate this agreement in accordance with the terms set forth herein, except for ATM N CASH's obligation to indemnify set forth in this section. ATM N CASH assumes no liability for and shall not be liable for the accuracy of processed date or transaction, except for the correction of its work. ATM N CASH shall not be liable to Customer for any monetary or consequential damages, including damages for loss of fee revenues, for any failure to operate the ATM in accordance with applicable Federal, state, and local laws, except that ATM N CASH shall indemnify and hold harmless Customer from any claim made by any third party relating to the transactions of the ATM, unless said claim is due to the intentional act of Customer or its owners, officers, agents, employees, or contractors. IN NO EVENT WILL ATM N CASH BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL DAMAGES AS DEFINED IN THE UNIFORM COMMERCIAL CODE.

8. Legal Fees

In any legal action between the parties to this agreement arising from or relating to this Agreement, the unsuccessful party shall pay to the successful party, in addition to any other sums that either party may be called on to pay, the successful party's reasonable attorneys' fees and expenses.

9. Liquidated Damages

In the event ATM N CASH terminates this agreement for cause due to the default of Customer, or in the event Customer terminates this agreement other than as allowed in this agreement, the parties agree that the damages to will be ATM N CASH substantial and difficult to ascertain. Therefore, if this agreement is terminated by ATM N CASH for cause due to the default of Customer or if Customer terminates this agreement other than as allowed herein, Customer agrees to pay and shall pay to ATM N CASH, as liquidated damages and not as a penalty, a sum equal to the average monthly amount of ATM N CASH's share of the revenues of the ATM on the Premises multiplied by the greater of the number of months remaining in the then current Initial Term or Extension Term, with any partial month prorated, or three (3) months, which average monthly amount shall be calculated using ten of the last twelve full calendar months before said termination, excluding the two full calendar months of said twelve months with the lowest monthly revenues. The parties agree that this sum represents a reasonable estimate of the actual damages in the event of a breach by Customer and is not intended as a penalty.

10. Taxes

ATM N CASH shall only pay income taxes and any other applicable taxes on ATM N CASH's share of the revenues of the ATM on the Premises. Customer shall be responsible for and pay income taxes and any other applicable taxes on Customer's share of the revenues of the ATM on the Premises.

11. Insurance

Customer shall maintain replacement cost insurance coverage for casualty and theft on the ATM and the cash inside the ATM, with coverage limits of not less than \$_____ for the ATM and not less than \$_____ for the cash inside the ATM, either included in Customer's insurance policy on the Premises or by separate policy. Customer shall maintain premises liability coverage on the Premises with limit of not less than \$_____. Customer agrees to provide proof of such insurance coverages to ATM N CASH within ten (10) business days of written request, and Customer shall notify ATM N CASH within five (5) business days of any lapse, cancellation, or change in said insurance policies. If Customer fails to provide proof of insurance to ATM N CASH within ten (10) business days of written request or fails to renew or replace any lapsed or cancelled insurance required hereunder within five (5)

business days of said lapse or cancellation, then ATM N CASH may immediately terminate this agreement for cause by giving written notice to Customer. All insurance proceeds relating to the ATM and the cash in the ATM shall be the property of ATM N CASH and shall be immediately paid, delivered, and endorsed to ATM N CASH by Customer. Customer shall not settle any insurance claim for relating to the ATM and the cash in the ATM without the prior written consent of ATM N CASH. In the event a loss of or damage to the ATM or the cash inside the ATM and Customer does not have insurance coverage on the ATM and the cash inside the ATM or if coverage for said loss is denied or not promptly paid, Customer shall be liable for and shall pay to ATM N CASH the cost to repair or replace the ATM and to replace the cash inside the ATM.

12. Notices

All notices shall be in writing and sent either by certified mail, return receipt requested and postage prepaid, or by reputable delivery company with delivery tracking to the respective address for ATM N CASH or Customer as set forth above or as later changed by giving written notice as set forth herein. Either party may change its mailing address for receiving notices hereunder by giving written notice to the other party as set forth herein. Notices shall be deemed delivered on the earlier of the date when actually received by the recipient party, as shown by the return receipt or delivery tracking, or two (2) business days after such notice is sent by certified mail, return receipt requested and postage prepaid, or by reputable delivery company with delivery tracking, whether or not actually received by the intended recipient, provided the notice was correctly addressed to the intended recipient's record address for notices under this agreement.

13. Assignment of Agreement; Sale, Lease, or Sublease of Premises

This agreement may be assigned by ATM N CASH to another party, as long as ATM NCASH's assignee agrees be bound by the obligations of ATM N CASH under this agreement from the date of such assignment forward. Any such assignment shall release ATM N CASH from any obligation or liability under this agreement from the date of such assignment forward, but ATM N CASH shall remain liable for all obligations incurred under this agreement prior to the date of such assignment. If Customer is the owner of the Premises, this agreement may and shall be assigned by Customer to any bona fide purchaser of the Premises as part of such sale of the Premises, as long as Customer's assignee agrees be bound by the obligations of Customer under this agreement from the date of such assignment forward and the owners of Customer's assignee agree to guarantee such assignee's obligations. Any such assignment shall release Customer and Customer's guarantors from any obligation or liability under this agreement from the date of such assignment forward, but Customer and Customer's guarantors shall remain liable for all obligations incurred under this agreement prior to the date of such assignment. If Customer is the lessee of the Premises, this agreement may and shall be assigned by Customer to any bona fide assignee of Customer's lease of the Premises as part of such assignment of the lease of the Premises, as long as Customer's assignee agrees be bound by the obligations of Customer under this agreement from the date of such assignment forward and the owners of Customer's assignee agree to guarantee such assignee's obligations. Any such assignment shall release Customer and Customer's guarantors from any obligation or liability under this agreement from the date of such assignment forward, but Customer and Customer's guarantors shall remain liable for all obligations incurred under this agreement prior to the date of such assignment. In the event of such sale of the Premises (if Customer is the owner of the Premises) or assignment of the lease of the Premises (if Customer is the lessee of the Premises), Customer shall require the purchaser or assignee to assume and agree to be bound by this agreement and the purchaser's or assignee's owners to guarantee the purchaser or assignee's obligations hereunder in writing, in a form reasonably acceptable to ATM N CASH, as a condition of such sale of the Premises or assignment of the lease of the Premises, and Customer shall give ATM N CASH written notice of such sale of the Premises or assignment of the lease of the Premises at least sixty (60) calendar days prior to the closing date of such sale of the Premises or assignment of the lease of the Premises. Otherwise, Customer may not assign Customer's rights and obligations under this agreement without the prior written consent of ATM N CASH, which shall be at ATM N CASH's sole discretion. In the event Customer leases or subleases the Premises to any third party, Customer and Customer's guarantors shall remain liable for all Customer's obligations under this agreement, and Customer shall require Customer's tenant or subtenant to agree in writing with Customer and ATM N CASH, in a form reasonably acceptable to ATM N CASH, to abide by all the terms and conditions of this agreement and to be jointly liable for Customer's obligations under this agreement during the term of such lease or sublease.

14. First Right of Refusal for Future ATM Services

During a period of five years after any termination or nonrenewal of this agreement (the "First Right Period"), unless the termination was by Customer for cause due to ATM N CASH's default as provided in this agreement, if Customer desires or intends to obtain any ATM processing services at the Premises similar to some or all of those provided under this agreement, then Customer hereby grants ATM N CASH a first right of refusal (the "First Right"), as provided herein, to provide ATM services at the Premises as specified in and on the terms of this Agreement, but upon the same pricing as that included in the Offer (defined below). The First Right shall operate upon the terms and subject to the conditions as follows: (i) During the First Right Period, upon receipt of a bona fide written offer from a third party that is not an affiliate of Customer (the "Offer") to provide ATM services at the Premises, which Offer Customer intends to accept, Customer shall notify ATM N CASH in writing of the Offer, in the manner required for written notices under this agreement, and provide a complete copy of the Offer. The notice shall name the proposed person or entity seeking to provide the ATM services to Customer. The delivery of such notice shall constitute Customer's certification and warranty to ATM N CASH that the Offer is genuine and 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 Customer 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 Customer shall execute an ATM placement agreement in form and substance similar to this agreement (except for pricing, which shall match that provided in the Offer) within fifteen (15) business days after notice of ATM N CASH's election to Customer. (iii) In the event ATM N CASH does not elect to exercise its First Right, Customer shall be free to accept the Offer on the exact terms and conditions of the Offer provided to ATM N CASH. (iv) If, after ATM N CASH elects not to exercise its First Right in response to a given Offer, and Customer does not accept the Offer on its exact terms, conditions, and pricing, then the First Right remains in effect for the remainder of the First Right Period, and Customer shall give notice of any new

Offer, including any revision of the terms, conditions, or pricing of the original Offer, to ATM N CASH as set forth above. (v) If, after ATM N CASH elects not to exercise its First Right in response to a given Offer, and Customer accepts the Offer on its exact terms, conditions, and pricing, but the term of the Offer is less than the time remaining in the First Right Period, then the First Right remains in effect for the remainder of the First Right Period, and Customer shall give notice of any new Offer, including any extension, renewal, or revision of the terms, conditions, or pricing of the original Offer, to ATM N CASH as set forth above. If Customer obtains any ATM services during the First Right Period in violation of the First Right as provided herein, the parties agree that the damages to ATM N CASH will be substantial and difficult to ascertain, and Customer agrees to pay and shall pay to ATM N CASH, as liquidated damages and not as a penalty, a sum equal to the average monthly amount of ATM N CASH's share of the revenues of the ATM on the Premises multiplied by the number of months remaining in the First Right Period from the time Customer begins obtaining such new ATM services, with any partial month prorated, which average monthly amount shall be calculated using ten of the last twelve full calendar months before the termination or non-renewal of this agreement, excluding the two full calendar months of said twelve months with the lowest monthly revenues. The parties agree that this sum represents a reasonable estimate of the actual damages in the event of a breach of the First Right by Customer and is not intended as a penalty.

15. Default, Opportunity to Cure, Termination, and Grounds for Immediate Termination

In the event of a default by either party to any term, condition, or obligation set forth in this agreement, for which a specific time period for notice and/or right to terminate is not otherwise set forth in this agreement, if the default is not cured within thirty (30) calendar days after delivery of written notice specifying such default, the other party may terminate this agreement for cause by giving written notice to the defaulting party. However, ATM N CASH shall have the right to immediately terminate this Agreement for cause, without prior notice to and opportunity to cure by Customer, upon: (a) Customer's falsification of information or deliberate omission of information provided under this agreement, including but not limited to Customer's and Customer's guarantors' representations and warranties herein; (b) Customer's failure generally to pay Customer's debts as they mature; (c) the appointment of a receiver or custodian over a material portion of Customer's assets or any of Customer's guarantors' 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 Customer or any of Customer's guarantors, 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 Customer or property of any of Customer's guarantors; or (f) any unauthorized assignment of this agreement by Customer; (g) Customer sell, leases, or subleases the Premises without complying with the terms of this agreement; or (h) Customer or Customer's owners, officers, agents, employees, contractors, customers, or invitees damage or deface the ATM, including the removal of any notices or labels affixed to the ATM.

16. Personal Guarantee

EACH OWNER, PARTNER, SHAREHOLDER, AND/OR MEMBER OF CUSTOMER HEREBY PERSONALLY GUARANTEES ALL OF CUSTOMER'S OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO CUSTOMER'S LIABILITY TO ATM N CASH FOR THE COST TO REPAIR OR REPLACE THE ATM AND TO REPLACE THE CASH INSIDE THE ATM IN THE EVENT OF THEFT, DAMAGE, OR OTHER CASUALTY, AS EVIDENCED BY HIS OR HER SIGNATURE BELOW. THIS GUARANTY SHALL BE CONTINUING, ABSOLUTE, AND UNCONDITIONAL. Further, the following are expressly waived by each guarantor: Notice of the incurring of any indebtedness or obligation by Customer, acceptance of this guaranty by ATM N CASH, presentment and demand for payment, protest, notice of protest, and notice of dishonor and non-payment of any instrument now or hereafter evidencing all or any part of any indebtedness or obligation, any right to require suit or legal action against Customer or any other party prior to enforcing this guaranty, any right to have security applied prior to enforcing this guaranty, and any right of subrogation to ATM N CASH's rights against Customer until the indebtedness or obligation is paid in full.

17. No Oral Agreements; Successors and Assigns; Cumulative Rights

It is expressly agreed between ATM NCASH and Customer that there are no verbal understandings or agreements which in any way change the terms, covenants, and conditions herein set forth, and that no modification of this agreement and no waiver of any of the terms and conditions shall be effective unless made in writing and duly executed by the authorized officers or agents of the necessary parties or party. "ATM N CASH" as used in this agreement shall include ATM N CASH's successors and assigns. "Customer" shall include Customer's heirs, representatives, successors, and assigns. This agreement shall be binding on ATM N CASH's, Customer's, and Customer's guarantors' respective heirs, representatives, successors, and assigns. All rights, powers and privileges conferred to both parties hereunder shall be cumulative.

18. Headings; Counterpart Execution; Severability

The paragraph headings and captions used in this agreement are for convenience only and shall not have any bearing or meaning with respect to the contents or provisions of this agreement. This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. The illegality or invalidity of any paragraph, clause or provision contained in this agreement shall not affect or invalidate the remainder of the agreement.

19. Customer's and Customer's Guarantors' Representations and Warranties

Customer and Customer's guarantors represent and warrant to ATM N CASH that: (i) Customer has all requisite power and authority to enter into this agreement and to carry out and perform the terms and provisions of this agreement; (ii) the Premises are not in violation of any applicable environmental laws, whether Federal, state, or local, and there are no environmental problems on the Premises; (iii) there are no condemnation proceedings pending or threatened or against the Premises; (iv) Customer and Customer's guarantors are not in violation of or in default on any note, contract, agreement, deed of trust, security agreement, lease, or payment obligation to which any of them is a party; (v) entering into this agreement will not violate any note, contract, agreement, deed of trust, security agreement, lease, or payment obligation to which Customer or any of Customer's guarantors is a party; (vi) there are no tax

Initials: _____;
Customer ATM N CASH

liens for past due taxes or unsatisfied judgments pending or outstanding against Customer or any of Customer's guarantors; (vii) neither Customer or any of Customer's guarantors is presently a defendant, respondent, or counter-defendant in lawsuit, administrative proceeding, or legal or quasi-legal proceeding.

20. Time of the Essence; No Waiver

Time is of the essence in this agreement. No waiver by either party of any breach of any term or condition of this agreement shall operate as a waiver of any other breach of such term or condition or of any other term or condition. No failure to enforce such provision shall operate as a waiver of such provision or of any other provision hereof, or constitute or be deemed a waiver or release of any other party for anything arising out of, connected with, or based upon this agreement.

21. Tennessee Law, Venue, and Waiver of Jury Trial

The situs of the making of this agreement is Jackson, Madison County, Tennessee, and this agreement shall be construed pursuant to the laws of the State of Tennessee. The parties, including Customer's guarantors, agree that the sole venue for any lawsuit relating to or arising from this Agreement shall be in the state courts in Madison County, Tennessee, sitting without jury, except that a suit by ATM N CASH seeking to obtain, collect, enforce, or domesticate a monetary judgment against Customer or any of Customer's guarantors may be brought in any jurisdiction where Customer or any of Customer's guarantors may be found, is domiciled, resides full or part-time, has offices or locations, or has assets. EACH PARTY TO THIS AGREEMENT, INCLUDING EACH GUARANTOR, HEREBY KNOWINGLY AND VOLUNTARILY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY LAWSUIT ARISING FROM OR RELATED TO THIS AGREEMENT.

Entered into and effective this the _____ day of _____, 20_____.

ATM N CASH INC, a Tennessee corporation,

By: _____

Name: _____

Title: _____

CUSTOMER: _____,

a _____ **(state)** _____ **(entity)**

By: _____

Name: _____

Title: _____

GUARANTOR

Print Name: _____

Address: _____

Initials: _____; _____
Customer ATM N CASH