



World Class Experience. Local Solutions.

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ATM PROCESSING AGREEMENT

V.12.10.01

This ATM Processing Agreement (this "Agreement") and Addendum (if applicable) is effective this ____ day of _____, 20____, between eGlobal, LLC, a Utah Limited Liability Company ("eGlobal"), located at 854 West 450 North #4, Kaysville, Utah 84037, and _____ ("ATM Operator").

1. **Location:** ATM Operator agrees to operate its own Automated Teller Machine ("ATM") as mutually agreed and as defined herein or attached hereto at the following ATM Operator location(s) ("Location"):

Location Name

Location Street Address, City, State and Zip Code

2. **Network and Processing Approval:** ATM Operator shall strictly comply with all procedures and requirements set forth by eGlobal, by a third party operating a platform and switch through which an ATM transaction is processed ("Processor"), by the bank sponsoring the ATM (the "Sponsoring Bank"), and rules, bylaws and operating regulations ("Network Rules, Bylaws and Regulations") established by the ATM Debit Networks ("Networks"). In addition, ATM Operator shall strictly comply with all applicable federal, state and local laws, rules, and ordinances governing or relating to ATMs. A consumer credit report and criminal background investigation of ATM Operator may be requested by eGlobal in conjunction with this Agreement to provide services. It is the responsibility of ATM Operator to verify that all information contained in the Agreements and Forms submitted by ATM Operator to eGlobal (i.e. ATM Processing Agreement, Bank Sponsorship ATM Operator Application and Agreement, New Terminal and Terminal Change Setup Form, ACH Authorization Agreement, IRS Form W-9, etc) or any modifications thereof is correct and complete.

3. **Compensation:** ATM Operator's compensation ("Compensation") will be derived from surcharge revenue collected on surchargeable cash withdrawal transactions ("Surchargeable Transactions") and is per rate ("Compensation Rate") as defined below. eGlobal will distribute Compensation on or before the 20th of each calendar month following the calendar month in which the Surchargeable Transactions occurred. eGlobal may charge a reasonable monthly Network Access Fee.

Compensation Rate: 100% of all Surcharge Revenue derived from all Surchargeable Transactions less \$_____ per Surchargeable Transaction.

4. **Term and Termination:** The initial term of this Agreement shall be five (5) years and shall commence upon the date hereof and shall be automatically renewed after the initial term for successive two (2) year terms; provided, however, that either party may, by giving the other party one hundred and eighty (180) days prior written notice, terminate this Agreement at the end of the initial or any subsequent term. Should this Agreement be terminated or breached by ATM Operator prior to the end of the initial term or any subsequent term, ATM Operator agrees to pay a one-time termination fee equal to the greater of (a) \$.50 multiplied by ATM Operator's average monthly volume of Surchargeable Transactions in the preceding six (6) months, and further multiplied by the number of months remaining under this Agreement, or (b) \$100.00 multiplied by the number of months remaining under this Agreement. This fee may, at eGlobal's discretion, be deducted via ACH debit or payable upon demand at the time of ATM Operator's breach or termination. eGlobal may suspend or terminate its services at any time without notice with respect to the Location if ATM Operator has violated any procedure or requirement set forth by eGlobal, the Processor, the Sponsoring Bank or the Networks, or if ATM Operator has violated any federal, state or local laws, rules or ordinances then in effect. eGlobal may terminate this Agreement without notice at any time if eGlobal is not able to sponsor ATM Operator into the Networks for whatever reason.

5. **Changes to Services:** eGlobal reserves the right to modify the terms of this Agreement as may be necessary to remain in compliance with Sponsoring Bank, Processor, and Networks and for reductions in amounts paid to eGlobal by Networks in the form of transactional interchange rates.

6. **ACH Settlement:** ATM Operator shall audit and balance the ATM(s) associated with the settlement account indicated on the ACH Authorization Agreement and shall promptly, but in no event more than 30 days after the date of any disputed or missing item, notify eGlobal of any disputed or missing item or items. If eGlobal determines that the disputed or missing items were made in error by eGlobal, eGlobal shall correct the error. However, eGlobal shall not be liable for any recovery of any amounts over 30 days prior to the date eGlobal was notified of the disputed or missing items, although eGlobal will use its best efforts, but shall be under no obligation to incur any expenses, to recover the same on ATM Operator's behalf. eGlobal shall not be liable for any damages, interest or expenses associated with any error by eGlobal which occurred over 30 days prior to the date eGlobal receives notice from ATM Operator.

7. **Service Compliance:** If a circumstance arises wherein ATM Operator is dissatisfied with any portion of eGlobal services provided, eGlobal must be notified by ATM Operator in writing. eGlobal will have thirty (30) days from notice being received by eGlobal to rectify the situation to industry standards.

8. **Exclusivity:** ATM Operator shall not permit the removal of the ATM from the Premises, shall not allow the placement of any other ATMs on the Premises, and shall not subscribe to any other service for processing ATM transactions during the term of this Agreement.

9. **Assignment of Rights:** ATM Operator grants eGlobal the right to assign all or any part of its rights or obligations under this Agreement at any time to anyone that it chooses. 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 eGlobal or its successors or assigns.

10. **Limitation of Liability:** ATM Operator represents and warrants that it has the right and power to enter into this Agreement and that there are no other agreements with any other party in conflict with this Agreement. eGlobal's sole liability to ATM Operator shall be to remedy any breach of this Agreement by eGlobal in a timely manner. eGlobal shall not be liable for any losses, expenses or costs incurred by ATM Operator or others due to breakdown, malfunction, vandalism or theft of the ATM. In any dispute between the 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. The 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.

11. **Controlling Law:** This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Utah. The jurisdiction and venue for any legal proceeding to interpret or enforce this Agreement shall be in Salt Lake County, Utah.

12. **Notice:** Any notice required by the terms of this Agreement shall be given in writing and shall be deemed effective upon personal delivery or upon deposit with the appropriate postal service, by registered or certified mail with postage and fees prepaid and addressed to the party entitled to such notice at that party's business address.

13. **Entire Agreement:** This Agreement supersedes any prior written or verbal agreement.

In witness whereof, the undersigned duly authorized representatives of the parties have executed this Agreement as of the respective dates stated below.

ATM Operator Signature

Title

eGlobal Signature

Title

ATM Operator Printed Name

Date

eGlobal Printed Name

Date

Email or Fax Completed Documents to atmsetup@eglobal.com or (801) 991-7321