ATM Works Inc. Processing and Management Agreement

This Agreement is made this day of 20 by and between located at

as "Owner", and ATM Works Inc. located

at 3132 Commerce Place, Ste. B3, Burlington, NC 27215.

WHEREAS, ATM Works Inc. is sponsored by META PAYMENT SYSTEM (METABANK), and affiliated with Switch Commerce and COLUMBUS DATA SERVICES or other third party-electronics funds transfer (EFT) Processor for Credit Card and ATM Debit Card transactions, hereinafter referred to as "Processor" and,

WHEREAS, ATM Works Inc. has the ability to Offer ATM Processing to Owner through its affiliate relationship with processor, and other services, and Owner is desirous of engaging ATM Works Inc. for such processing services, and other services described herein, NOW THEREFORE, in consideration of the mutual covenants and promises herein, ATM Works Inc. and Owner do hereby agree as follows:

Automated Teller Machine Processing:

ATM Works Inc. agrees to provide Owner twenty-four (24) Hour, Three Hundred Sixty Five (365) days Per Year access to ATM processing for ATM machines(s) listed by serial number(s) in Exhibit "A" attached hereto and incorporated by reference herein, except when maintenance necessary or when events beyond the control of ATM Works Inc. occur. Owner acknowledges that ATM Works Inc. will exclusively provide such processing service through its affiliate relationship with Processor(s), and that Owner hereby agrees to use ATM Works Inc. as Owner's exclusive provider for such ATM processing services for said ATM Machines for the terms of this agreement. ATM Works Inc. may pass on pass through fees on owner without prior notice. ATM Works Inc. shall reserve the rights to utilize other processor(s) to perform identical functions.

Network Availability:

ATM Works Inc. will make available, to Owner, through Processor, the following Credit Card and ATM Debit Card Network for processing on Owner's ATM machines listed in Exhibit "A" attached hereto, and incorporated by reference herein: VISA, Master Card, Discover, American Express, Cirrus and Plus and other regional networks.

Settlement:

ATM Works Inc. processors will facilitate the transfer of funds visa the ATM networks to the Owner's account in the event that Owner is the cash provider for the Owner's ATM using the Automated Clearing House (ACH) on a two day delay basis. If Owner provides cash replenishment, Owner shall be responsible for terminal balancing on a periodic basis. ATM Works Inc. shall maintain daily transaction data to assist in the process. In accordance with Regulation E and NACHA rules, request for adjustments of transaction amount may not be made more than ninety (90) days from the transactions date.

Income:

Owner shall be entitled to the income generated by Operator's ATM as set forth below. ATM Works Inc. shall Pay Owner's surcharge on or before the 30th day of the month for the income due from the pervious month's transactions.

TABLE 1

ATM TERMINAL SURCHAGE \$ Initial

EXTENDED WARRANTY(\$0.25) PER SCHG TRANSACTION \$ (-\$0.25) Initial

(extended warranty covers parts and any upgrades rest of the life. also replacing the ATM machine)

NET INCOME TO THE OWNER/ LOCATION \$ Initial

- 1. **TERM:** The initial term of this Agreement shall be for a minimum period of Sixty (60) months starting on the date of ATM installation or this agreement, which ever is later, and shall automatically renew for an additional Sixty (60) month period unless terminated by either party by giving the other party written notice within a Ninety (90) days period of the expiration date of the initial term or renewal thereof.
- 2. EXCLUSIVITY: Merchant agrees to use ATM Works Inc. as the exclusive provider for the locations included in this agreement. Merchant agrees not to remove ATM or place any other ATM's on or off premises. Merchant agrees it will not subscribe to any other data processing services for processing ATM transactions during the term of this agreement except as may be agreed by ATM Works Inc. in writing.
- 3. CONFIDENTIAL INFORMATION: ATM Works Inc. agrees not to disclose any confidential information about Owner, including but not limited to banking information, social security or tax id numbers or any other information that may be deemed confidential except as required by law or court order, and Owner agrees not to disclose any confidential information about ATM Works Inc. including but not limited to banking information, trade secrets and any other information that ATM Works Inc. may from time to time inform Owner in writing of such confidential information or material, except as required by law or court order.
- 4. OTHER SERVICES OPERATIONS AND ADMINISTRATION: ATM Works Inc. agrees to oversee the operations of Owners ATM machine(s) identified in Exhibit "A" and as accepted in Table 1. ATM Works Inc. also agrees to provide for "second line" services, maintenance, and repairs defined as all mechanical, hardware, and software repairs, inclusive of parts and labor as agreed in Table 1. Second line maintenance will only be provided to those terminals that have agreed to pay a fee for such service that is greater than zero. Owner may elect to purchase a service contract in lieu of having ATM Works Inc. provide such service. In any event ATM Works Inc. shall not be responsible for the cost of any repairs that result from vandalism, abuse or acts of God. Owner agrees to provide "first line" services defined as receipt paper replenishment, correcting paper jams, ink cartridge replacements and minor cleanings. ATM Works Inc. will use whatever resources and personnel it has available to ensure continuous operation of Owners' ATM's. ATM Works Inc. will provide a service line to be used by Owner or Owner's employees in the event of equipment or service problems. ATM Works Inc. agrees to provide

training to Owner or Owner's employees in daily ATM terminal balancing and first line service at no cost to Owner. If the machine own by ATM Works Inc. then owner does not have to pay any repair cost for the ATM machine.

- 5. SUCCESSOR AND ASSIGNS: This Agreement shall inure to the benefit of and be binding upon the parties named herein and their respective heirs, executors, administrators, successors, and assigns.
- **6. SEVERABILITY:** If any portion of this Agreement is held illegal, unenforceable, void, or voidable by any Court, each of the remaining terms and sections hereof shall nevertheless remain in full force and effect as a separate contract. This agreement shall be deemed modified and amended to the extent necessary to render it valid and enforceable.
- 7. LIQUIDATED DAMAGES: (A) In the event of a termination of the Processing Agreement prior to the term outlined in section 1, ATM Works Inc. shall than be entitled to liquidated damages to be paid by the Owner under the terms of this agreement equal to revenue per transaction of \$ 0.45 cents multiplied by the average monthly transaction volume for the remaining months of the said contract. (B.) If the said machine is owned by the ATM Works Inc then the Owner shall be liable to pay \$ 4000 as liquidated damages to the ATM Works Inc. for terminating the agreement and the Owner is also entitled to pay liquidated damages to ATM Works Inc under the terms of this agreement equal to the revenue per transaction (i.e. \$0.45) multiplied by the average monthly transactions for the next twelve (12) months to ATM Works Inc. and then the Owner can keep the ATM Machine in same condition and ATM Works Inc shall not be responsible for any repairs or replacement of the said machine.
- **8. OBLIGATIONS OF THE PARTIES:** Owner agrees to keep ATM in a mutually agreed location within the establishment such that it is visible to customers and not blocked by boxes, other equipment, etc. Owner agrees to provide the necessary funds for the ATM cash machine to facilitate customer transactions
- .9. NOTICES: All notices, requests demands and other communication pursuant to this Agreement shall be deemed to have been duly given if they are delivered by hand or mailed with postage prepaid, return receipt requested to the address of the parties hereto.
- 10. MISCELLANEOUS: The Agreement shall be governed by and construed and enforced in accordance with laws of the state of North Carolina with venue in Alamance County NC. The prevailing party in any judicial proceeding arising out of an action to interpret or enforce this Agreement shall be entitled to recover from the other party hereto the prevailing party's responsible for attorney's fees and costs incurred in connection therewith. This Agreement represents the entire understanding and Agreement between the parties hereto with respect to the subject matter hereof and cannot be amended, supplemented, or modified except by an instrument in writing signed by the parties against whom enforcement of any such amendment, supplement, or modification is sought. No provisions of this Agreement shall be construed against a party because of draftsmanship of such provisions, it being agreed that this Agreement has been fully negotiated by the parties and such parties have had full and complete opportunity to consult with legal counsel before signing.
- LIMITATIONS OF LIABILITY: Except for insuring that funds are transferred to reimburse Owner for cash dispensing transactions in the event that the Owner is the cash provider and that funds for surcharges revenue are paid to Owner as set forth above, ATM Works Inc's liability, if any, arising out of or related to its performance under this Agreement, including but limited to liability for authorizing or failing to authorize transaction charges on behalf of Owner's customers, shall be limited to general money damages in an amount not to exceed the total transaction charge collected by ATM Works Inc. hereunder during the six (6) months immediately preceding the date upon which the Owner's claim for such damages arose. ATM Works Inc. shall have no liability for special, incidental, or consequential damages or sums paid by Owner to third parties and ATM Works Inc. In the event that ATM Works Inc is required to appear in, or is made a defendant in, any legal action with respect to cash dispensing services, Owner shall indemnify and hold ATM Works Inc harmless from all loss, liability and expense. ATM Works Inc. will not be liable for any loss, expense or cost incurred by Owner, customers, or any persons as a result of any cause beyond the reasonable control of ATM Works Inc. including be not limited to, weather and all other Acts of God, war, fire, explosion, power failure, supplier failure or delay, civil disorder, or breakdown or malfunction of machinery, transportation facilities or other equipment of any nature. ATM Works Inc. is not responsible for any damage caused by ATM machine installation. And owner will keep ATM Works Inc. harmless in such event.

ATM Works Inc WILL PROVIDE TWO YEAR LIMITED WARRANTY WITH THE PURCHASE OF NEW ATM MACHINE ONLY. NO ORAL OR WRITTEN REPRESENTATION OR STATEMENTS MADE BY ATM WORKS INC OR ANY OF ITS AGENTS OR EMPLOYEES INCLUDING, BUT NOT LIMITED TO, ANY SPECIFICATIONS DISCRETIONS OR STATEMENTS CONTAINED IN USER GUIDE PROVIDED TO OWNER, SHALL BE BINDING UPON ATM WORKS INC AS A WARRANTY PROMISE OR PERFORMANCE UNLESS EXPRESSLY CONTAINED IN THIS AGREEMENT.

EXHIBIT A: The following ATM machine: