

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.

11. 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's performance shall be excused during time of such event, but ATM Works Inc. shall use its best efforts to limit the duration of any such delay. 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 :

Will be placed @

ACCEPTED BY: ATM WORKS INC [redacted] (signature) [redacted] (date)

Print Name & Title: [redacted]

ACCEPTED BY: OWNER [redacted] (signature) [redacted] (date)

Print Name & Title: [redacted]