

Exhibit 2

ATM Operator Application/Agreement

(ATM operator: Any entity receiving revenue from ATM fees or stocking ATM cash)

Payment Alliance International ("PAI")

MetaBank ("Bank")

1. Name of Location (Legal Name)		12. ATM Operator Principal First & Last Name	
2. Name of Location DBA (Doing Business As)		13. ATM Operator Principal Home Street Address	
3. Physical Street Address of Location			
4. City, State, Zip		14. ATM Operator Principal City, State, Zip	
5. Location Phone Number	6. Location Fax Number	15. ATM Operator Principal Social Security Number	16. ATM Operator Principal Date of Birth
7. Business Tax ID / F I Number	8. Email Address of Business Principal		17. ATM Operator Principal "FULL" Legal Name (If same as above write same)
9. Type of Business (Sole Proprietor, Partnership, LLC, Corporation)			
10. Merchandise/Services Sold		19. Are you on parole or probation? Yes or No?	20. Have you ever been convicted of a felony? Yes or No?
11. Percentage of Ownership held by above named ATM Operator Principal		21. Are there any other persons/entities that own or control [10%] or more of ATM?	22. If the answer to #21 was yes, such person/entities are deemed Other Principals. Please include above details about all Other Principals on a separate ATM Operator application.
23. In the event this Application is accepted by Bank and/or Payment Alliance International, Inc., the above-named ATM Operator, Payment Alliance International, Inc. and/or the Bank (collectively, the parties) hereby agree as follows: (1) Bank will sponsor the ATM Terminal and financial transactions on the ATM Terminal that ATM Operator financially participates in. Bank will settle funds based on this Agreement, and on the separate agreements Bank has with Payment Alliance International, Inc., the company which processes the transactions in the ATM Terminal. ATM Operator and Payment Alliance International, Inc. acknowledge that they have signed a separate agreement governing the placement and operation of the ATM Terminal(s) and to abide by the terms of such separate agreement; (2) The parties agree at all times to comply with applicable laws and regulations. (3) The Bank and/or Payment Alliance International, Inc. may terminate this Agreement in their sole discretion in the event that either ATM Operator or Payment Alliance International, Inc. fail to comply with this Agreement and/or with all system and Network Bylaws and Operating Regulations which may be amended from time to time. (4) ATM Operator and Payment Alliance International, Inc. will indemnify and hold harmless the Bank, the processor, the Networks you participate in (including but not limited to Plus System, Inc., MasterCard Worldwide, etc. and Network Members, from and against any and all claims, losses or damages arising out of ATM Operator's or Payment Alliance International, Inc.'s failure to comply with this Agreement, with applicable laws and regulations, and with the Bylaws and Operating Regulations. (5) The ATM Terminal surcharge rate will be fair and reasonable.			
24. APPLICATION DECLARATION: The undersigned Applicant represents that all information contained in this Application for Sponsorship, and any other documentation supplied thereto, is true and correct. The Applicant hereby applies for an account relationship with Bank and/or Payment Alliance International, Inc., as an ATM Operator sponsored by Bank and/or Payment Alliance International, Inc. The undersigned acknowledges that in order to fight the funding of terrorism and money laundering activities, Bank and/or International, Inc. is required to verify the identity of each person who opens an account with Bank and/or Payment Alliance International, Inc. Therefore, the undersigned agrees that Bank and/or Payment Alliance International, Inc. is authorized to obtain Consumer and (if applicable) Business Credit Reports and to undertake a Criminal Background Investigation in connection with this Application. Applicant authorizes Bank and/or Payment Alliance International, Inc. or any of its agents to investigate information or data obtained from this Application. If there is more than one Principal indicated above, Applicant hereby provides the signed authorization for such Other Principals as well. Applicant agrees to provide any further information, including financial data, as may be reasonably requested by Bank and/or Payment Alliance International, Inc. Applicant may, upon written request, obtain a complete and accurate disclosure of the nature and scope of the investigation requested hereunder. Applicant acknowledges that Bank and/or Payment Alliance International, Inc. may accept or deny this Application in its reasonable discretion.			
25. SIGNATURE OF ATM OPERATOR / DATE			
26. I.D., Drivers License Number or other identifying document		State Issued	Expiration Date
27. By signing below, I certify that the document used to identify this ATM Operator was provided to me and, to the best of my knowledge, the above identification information is true and accurate and reflects the identity of this ATM Operator.			
28. Signature of Payment Alliance International, Inc. Registered ISR Date		Company Name	Print Name

SIGNATURE OF Payment Alliance International, Inc.:

SIGNATURE OF METABANK d/b/a META PAYMENT SYSTEMS:

NAME:

NAME:

TITLE:

TITLE:

DATE:

DATE:

MetaBank, dba Meta Payment Systems, 5501 S. Broadband Ln., Sioux Falls, SD 57108

Identifier	_____
TID	_____
Processor	_____
(Office Use Only)	

Privacy Policy

By signing this Agreement, ATM Operator hereby gives consent and authorization to Payment Alliance International, Inc. to release any and all Terminal information that is required by any Network. Payment Alliance International, Inc. shall not disclose or use such Customer Information other than to carry out the purposes for which it is intended (Due diligence to comply with Network Regulations). The following outlines Network Regulation and the use of information contained within this application: ATM Networks mandate that all terminal placements have an Application/ATM Operator Agreement in place from November 1, 2005 forward, along with the due diligence information. Due diligence includes the results of the Credit Bureau, OFAC and criminal background checks of every party involved (i.e. hardware owners, lessors or operators – anyone who administers [does key management or set up] or has physical access [loads cash, changes, paper, etc.] to the terminal). Information contained herewithin is used to complete due diligence, as required by Federal and Network Regulations.

Meta Payment Systems, a division of MetaBank, ("Bank") sponsors the ATM Terminal and financial transactions on the ATM Terminal that you financially participate in. Bank and/or Payment Alliance International, Inc. settles funds based on agreements we have with you and Payment Alliance International, Inc., the company which processes the transactions in the ATM Terminal.

Confidential

Version 9.15.10

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	<input type="checkbox"/> Exempt from backup withholding
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number								
			+			+		
or								
Employer identification number								
		+						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here	Signature of U.S. person ▶	Date ▶
--------------	-------------------------------	--------

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments **after** December 31, 2001 (29% **after** December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate **Instructions for the Requester of Form W-9**.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name. If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Exempt from backup withholding. If you are exempt, enter your name as described above, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the Instructions for the Requester of Form W-9.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

Note: If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Part I—Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an LLC that is **disregarded as an entity** separate from its owner (see **Limited liability company (LLC)** above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

Note: See the chart on this page for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office. Get **Form W-7**,

Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II—Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** above.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN or:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship	The owner ³
For this type of account:	Give name and EIN or:
6. Sole proprietorship	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.



☐ Please Check if PAI should keep this on file ☐ Check here if this is for an existing TID. TID # _____

Exhibit 3

ACH Authorization Form

Version 10.25.07

☐ Vault Cash ☐ Surcharge ☐ Both (Surcharge and Vault) ☐ Wireless

Location Name			Contact
Address			
City	State	Zip	Phone #

_____, legal name, (hereinafter referred to as ATM Operator) authorizes PAI ATM Strategies, LLC., or its designated assignee, referred to as PAI, to initiate ACH transfer entries and to debit and/or credit the account identified herein for all Processing Services. This authorization shall remain in effect unless and until PAI has received written notification from ATM Operator that this authorization has been terminated in such time and manner to allow PAI to act. PAI and ATM Operator agree and acknowledge that PAI has the right, title and interest in and to credit and debit Account for the settlement of Terminal transactions and transaction adjustments on behalf of ATM Operator.

All shortages and adjustments must be reported to PAI within 7 days or ATM Operator assumes full liability. ATM Operator further agrees to comply with all electronic-fund-transfer network rules, regulations and requirements. ATM Operator has the authority to authorize PAI to process their ATM transactions and enter into this agreement. ATM Operator shall hold PAI harmless and indemnify, including attorney fees, in the event of a claim.

ATM Operator acknowledges and understands that any relationship established between ATM Operator and PAI is related to that certain Independent Sales Representative Agreement (the "Agreement") between PAI and the independent sales representative with whom you have contracted. Accordingly, ATM Operator agrees that PAI shall have no further obligations to ATM Operator, of whatever sort or nature, if the Agreement terminates for whatever reason.

For Settlement on behalf of ATM Operator's Terminals, and for payment of Expenses due and owing under this Agreement, ATM Operator shall establish and maintain ACH Account. Settlement on non-banking days is held in queue at processor until the bank system opens for business. ATM Operator further agrees to maintain at all times in ATM Operator's ACH Account a balance sufficient to pay all amounts due and owing to PAI under this Agreement.

It is the responsibility of ATM Operator to verify that all information contained in the exhibits and all other forms submitted by ATM Operators to PAI or any modification thereof is correct and complete. PAI has no responsibility to verify any such information and will not be responsible for any Expenses, claims, damages, liability, loss, demands or any causes of action arising out of or related to any incorrect information submitted to PAI or any notice of change related thereto. ATM Operator shall audit and balance the data contained in the periodic statements and summary reports provided by PAI and shall promptly notify PAI of any disputed item or items on such periodic statements and summary reports. If following ATM Operator's timely notice PAI determines that the disputed item was credited or debited in error by PAI, PAI shall correct the error. However, PAI shall not be liable for any recovery of any amounts which were transmitted in error over thirty (30) days prior to the date PAI receives notice from ATM Operator, although PAI will use its best efforts, but shall be under no obligation to incur any Expense, to recover the same on ATM Operator's behalf. PAI shall not be liable for any damages, interest or Expenses associated with any error by PAI which occurred over thirty (30) days prior to the date PAI receives notice from ATM Operator.

***Print Name:** _____ **Signature: X** _____ **Date:** _____

COMPLETE THIS SECTION TO ALLOW MERCHANT LEVEL ACCESS TO ATM REPORTS	
Username:	Email:

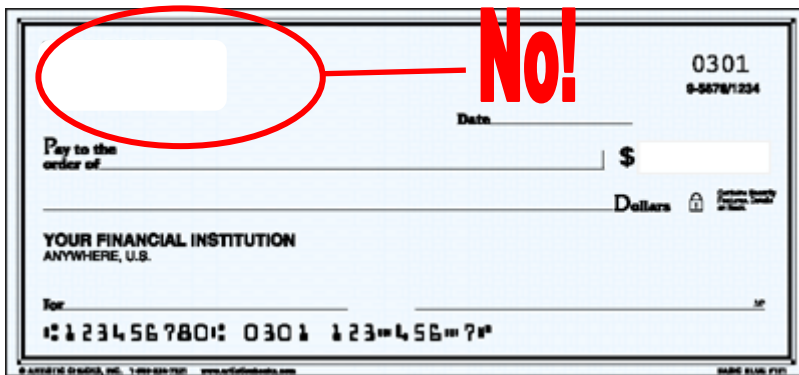
Bank Name:		Account Name:	
Phone:		Account Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings	
Address:		Accum Type: <input type="checkbox"/> Lumped <input type="checkbox"/> Separate	
City	ST	Zip	Account Owner: <input type="checkbox"/> Investor <input type="checkbox"/> Merchant <input type="checkbox"/> ISR

Please Fill in Routing Number and Account Number Below

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

ATTACH A PRE-PRINTED VOIDED CHECK: THIS AUTHORIZATION WILL NOT BE COMPLETED WITHOUT A PRE-PRINTED, VOIDED CHECK, OR A LETTER FROM THE ABOVE FINANCIAL INSTITUTION VERIFYING THE ACCOUNT NAME, NUMBER, AND ROUTING NUMBER.

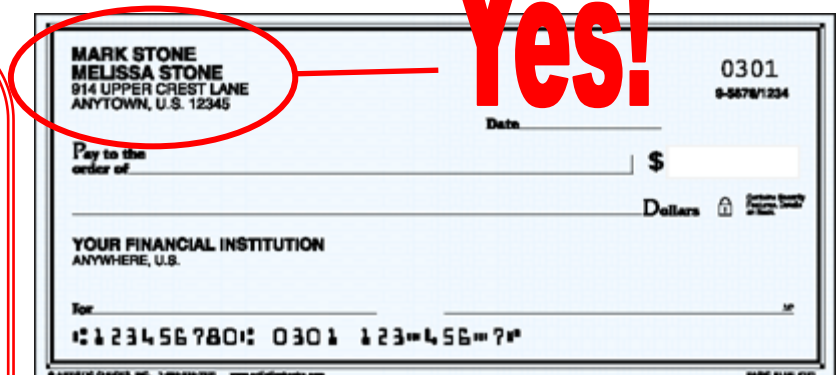
REMEMBER TO INCLUDE A PRE-PRINTED VOIDED CHECK



You are required to provide us with an actual voided check for the account you would like the daily settlement deposited into.

Do not send us a "temporary" check; we will not be able to process your request.

If you do not have a pre-printed check, please provide us with a letter from your bank (see attached sample letter)



I already Have "pre-printed" checks for this account and will include a Voided copy of one.

I Do Not have pre - printed checks for this account, I will request a letter from my bank that provides my account name, account number and routing number. (must be signed by the bank)

THIS MERCHANT PROCESSING SERVICE AND MAINTENANCE AGREEMENT

This (“Agreement”) is dated and effective this _____ day of _____ 2012, by and between US Cash ATM’s, Inc. an Illinois Corporation, (“Company”), located at 7722 West 99th Street, Hickory Hills, IL 60457 and _____ (“Merchant”) located at _____.

RECITALS

Merchant owns or leases an automated teller machine (“ATM”). Company is in the business of providing processing and other services for ATM’s. Merchant desires to engage Company to perform certain services as set forth herein.

NOW, THEREFORE, in consideration of the forgoing Recitals and the covenants and agreements herein contained, it is hereby agreed as follows.

1. **Equipment.** Merchant shall place an Automated Teller Machine (“ATM”) on its premises in a location as mutually agreed upon and identified in **Exhibit A** attached hereto (“Premises”).
2. **Availability.** Merchant agrees that the ATM shall at all times remain available for use by Merchant’s customers during Merchant’s normal business hours for the term of this Agreement. In addition, Merchant shall make the ATM available during reasonable business hours so that Company may perform maintenance or systems improvements. Generally, such maintenance shall not exceed two percent (2%) of available time per calendar month.
- 3.**Surcharge Amount.** Merchant hereby authorizes Company to surcharge transactions for cash withdrawals an amount equal to (\$ _____) _____. This surcharge may be changed from time to time by mutual agreement of Merchant and Company.
- 4.**Transaction Surcharges.** In the event merchant is legally permitted and chooses to impose a surcharge upon each transaction, Merchant shall be paid (\$_____per transaction) or (_____ %) of the surcharge revenues received by Company for cash withdrawals from ATM(s) at Merchants Location(s). Company agrees that payments shall be remitted to Merchant monthly, on or before the thirtieth (30th) of each calendar month for the previous month’s transactions.
5. **Installation and Training on ATMs Purchased from Company.** For all ATM machines purchased from Company, Company agrees to arrange for the installation of the ATM. The Company shall provide training for Merchant and select employees at the time of installation. Such installation and training will be provided, at a time convenient to all parties.
6. **Processing Services.** Company agrees to provide data & financial processing services, through agreements with various processors that Company, at its sole discretion, may select to process authorized ATM transactions. This ATM Terminal is to be processed by ATM Express, Inc. and the sponsoring bank is Metabank. One or both of these may be changed upon written notice, at the sole discretion of Company. Merchant agrees to accurately complete, or has accurately completed, an ACH Authorization and Merchant Application, and deliver same and such other documents as are reasonably required to facilitate the implementation and delivery of such processing services. Merchant also agrees to comply with all requirements of the processor(s) and/or sponsoring bank. Merchant understands that failure to do so could result in substantial fines, breach of contract and termination of their processing services.
7. **Inventory Requirements.** Merchant agrees, at its cost and expense, to keep a sufficient amount of cash in the ATM at all times, for normal expected transaction usage. Merchant shall be wholly responsible for the correct handling and loading of cash into the ATM. Merchant agrees to inventory an adequate supply of receipt paper at Merchants’ premises and keep the ATM supplied with receipt paper to provide customers with a receipt on all transactions.
8. **Phone and Electrical Requirements.** Merchant shall, at its own expense, contract for and provide a dedicated dial-up telephone line, and a dedicated 110V power outlet, both within three (3) feet of the ATM site. Merchant shall be responsible for all costs incurred in connection with the installation and monthly maintenance of said telephone line and electrical power outlet.
9. **Exclusivity.** Merchant shall not permit the installation of any other ATM or cash-back device within 600 feet of or on Merchant’s Premises or the removal of the ATM installed hereunder from the Premises for the term of this Agreement, except as may be agreed upon by Company in writing. Merchant shall not allow any other person or entity to perform services on the Premises similar to the services offered by Company, or to interfere with Company’s ability to process transactions on the ATM.
10. **Payment for Services.** Merchant agrees to pay Company for equipment and services according to the pricing and terms set forth in the attached Purchase Agreement. Except in the case of an equipment lease arrangement, Merchant agrees that any unpaid cash balances owed to Company will be paid at the time of installation. Merchant further agrees that should there be any unpaid balance due to Company thirty (30) days after installation, Merchant shall forfeit any and all deposits paid and ownership of the ATM shall revert to Company. Merchant shall hereby grant to Company unimpeded access to the Premises where the ATM is located so that Company may remove its property. Any collection costs, fees, attorney’s fees, and unpaid balances due to Company, shall accrue interest at a rate of eighteen percent (18%) per annum. Merchant also authorizes processor to withdraw any damages payments or unpaid balances for equipment or services electronically from Merchants ATM settlement account at the sole discretion of Company.
11. **Term** The term of this agreement shall commence on the date set forth above and shall continue for a period of five (5) years. This lease shall be extended for successive (5) year terms on the same terms and conditions of the initial term unless the Company notifies Merchant, in writing, via certified mail, of intent not to renew, not more than 90 days prior and not less than 60 days prior to the expiration of the respective term.
12. **Equipment Relocation.** In the event Merchant transfers or moves its business from the Premises, Merchant shall notify Company in writing not less than thirty (30) days prior to any such event. In such an event, this Agreement shall be automatically

deemed amended to apply to Merchant’s new location for the remaining term(s) of the Agreement.

13. **Cancellation.** This Agreement and all obligations of the Company there under may be canceled by Company in the event of Merchant’s default under the terms of any lease for the ATM. Merchant recognizes that once this contract has been executed and its processing has begun, Company and its agents will have devoted significant resources to account preparation. Consequently, should Merchant choose to cancel this Agreement, for any reason whatsoever, more than five (5) days after the date of execution, as evidenced below, and prior to installation of the ATM and/or processing on an existing ATM in Merchant’s Premises, Merchant will owe a cancellation fee to Company in the amount of five hundred dollars (\$500.00). Upon installation of the ATM/processing, the full term of the contract shall begin and any right to cancel shall be forfeited. The previous statement notwithstanding, either party may terminate this Agreement if the other party is in breach of any of the terms or conditions outlined herein and fails to remedy any such breach within thirty (30) days of receipt of written notification, via certified mail from non-breaching party.
14. **Early Termination.** This Agreement and all obligations of the Company hereunder may be cancelled by Company in the event (i) Merchant defaults under the terms of any lease for the ATM(s); or (ii) Merchant fails to comply with the terms of this Agreement; or (iii) by any means or method there is a sale, lease, transfer of title or use or operation of the ATM(s) without transfer or assignment ands assumption of Merchant’s obligations and liabilities hereunder to the person who is to own, control, lease or operate such ATM(s), to which assignment, transfer or assumption Company has consented. In such event, Merchant agrees to pay Company as liquidated and agreed upon damages 30% of the average monthly charges which have been billed or collected by Company during the six (6) months prior to termination in which the ATM(s) was operating and available to Cardholders, times the months remaining in the then current term of this Agreement. Merchant may terminate this Agreement prior to the end of the then current term, provided Merchant gives Company 180 days advanced notice and pays Company a cancellation fee as follows: 30% of the average monthly charges which have been billed or collected by Company during the six (6) months prior to termination in which the ATM(s) was operating and available to Cardholder’s, times the months remaining in the then current term of this Agreement. Merchant hereby authorizes Company to collect the cancellation fee on the termination date by electronic fund transfer from Merchant’s clearing account. In the event that any of the services provided by Company or the processing service company with which it contracts is not lawful, licensed or permitted, then, either party, upon sixty (60) days prior written notice to the other and such services remaining not lawful, licensed or permitted within said sixty (60) day period, may terminate this Agreement. In such case, neither party shall be liable for any penalty or damage.
15. **Company Not Lessor’s Agent.** Merchant understands and agrees that Company is not an agent of any lessor of the ATM, that it has no authority to act on behalf of or for any lessor, and that it is not authorized to waive or alter any terms or conditions of any lease for the ATM(s).
16. **Warranties and Representations of Merchant.** Merchant warrants and represents as follows:

a) It is the owner of the Premises or that it holds a lease or option to renew the lease for said Premises of equal or greater length than the initial five-year term of this Agreement.

b) It is engaged in a lawful business and is duly licensed and in compliance with all applicable laws, rules and regulations of the State, County and City in which Merchant and the ATM(s) are located, including but not limited to all laws, rules and regulations relating to the use, licensing or operation of ATM(s).

c) It has not been terminated from settlement or card transactions by any financial institution or determined to be in violation of MASTERCARD or VISA rules and regulations.

d) It has the authority to enter into this Agreement with Company and that the person(s) signing for or on behalf of Merchant are specifically authorized and directed to do so by Merchant.
17. **Disclaimer.** Except as expressly provided herein, Merchant understands and agrees that Company makes no warranty, express, implied or statutory, as to any matter whatsoever, including the condition of the ATM, its merchantability or fitness for any particular purpose. Company shall in no event be responsible for any lost profits or direct, incidental, consequential, special or indirect damages that Merchant may incur. Company’s sole liability to Merchant hereunder, except as otherwise provided, shall be to remedy any breach in a timely manner.
18. **Network Chargebacks.** Merchant acknowledges that Company does not process cash transactions but that the same are processed by the cardholder’s financial institution or others. In the event any transaction or daily settlement amount is disputed by a cardholder’s (customer’s) financial institution or processor and, as a result, charged back by that financial institution or processor, Merchant hereby authorizes and approves charging the amount of any such dispute, plus any assessed fees, directly to Merchant’s clearing account, or, the amount of any such dispute may, at Company’s discretion, offset and reduce any transaction processing fees, daily settlements or remaining surcharge revenues due Merchant notwithstanding, Company shall exert reasonable efforts to assist in the resolution of any dispute.
19. **Force Majeure.** Neither party shall be held liable for any delay or default in the performance of any obligation under this Agreement (except for the payment of moneys due) to the extent that such performance is delayed or prevented by an act of force majeure, including an act of God, flood, war, riot, fire, accident, explosion, labor trouble, act of government, delay or default by subcontractor or supplier, the existence of any other circumstances making performance commercially impractical, or any other cause beyond the party’s reasonable control.

20. Assignment. This agreement may be assigned by Company but not by Merchant without Company’s prior written consent. Company reserves the right, in it’s sole discretion, to delegate or assign to third parties the performance of certain of Company’s servicing and settlement obligations to Merchant. In the event of any such delegation, the provisions of this agreement applying to Company shall apply equally to such third party in the performance of such services including, but not limited to, the limited liability, indemnification, and force majeure provisions hereof.

21. Other Services or Materials Provided by Company. Company may provide Merchant with other services. Such services may include providing labor, advice, supplies or materials relating to the ATM(s). Whatever such services or supplies may be, Merchant agrees to make payment therefore timely and in accordance with any Credit Terms. In the event that Merchant does not make payment when due, Merchant hereby authorizes Company to collect any amounts owed therefore from any transaction fee and/or surcharge revenues due Merchant by Company and/or by electronic fund transfer from Merchant’s clearing account.

22. Relationship of Parties. It is not intention or the purpose of this Agreement nor shall any provision herein create nor shall the same be construed as creating any type of partnership or joint venture of the parties hereto.

23. Right To Match. In the event that this Agreement is terminated for any reason, Merchant grants upon such termination to Company, a Right to match any bona fide third party offer in connection with the use and/or operation of an ATM at Merchants premises. This right extends to any offers to purchase an ATM by the Merchants for the location.

24. Governing Law. This Agreement shall be constituted in accordance with the laws of the State of Illinois, and venues for any action pertaining to this Agreement shall be District Court, Chicago, Illinois.

25. Legal Fees. If suit or action is instituted to enforce or interpret any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to costs, such sums as the court may adjudge reasonable for legal fees at trial and on any appeal there from.

26. Renewal. This agreement shall be automatically extended for additional three (3) year period(s) subsequent to the previous 5 year terms on the same terms and conditions unless either party gives the other party written notice, via certified mail return receipt requested, to terminate this Agreement 60 days prior to the end of the initial term or any extended term(s).

27. Compliance with Laws/Indemnification. Merchant agrees to comply with all Federal, State, and Local laws, regulations and ordinances, and with all regulations or rules of any banking ATM network or similar network utilized in connection with any transaction performed on the ATM. Merchant agrees to indemnify and hold Company harmless from and against any and all liability, loss, costs, damages, attorney’s fees, and expenses of whatever kind or nature which Company may sustain by reason or in consequence of (i) Merchant’s failure to comply with such laws, rules, regulations, or ordinances; (ii) negligence on the part of Merchant, its agents or employees; or (iii) breach by Merchant of any of the terms or conditions outlined herein. Merchant shall not, without any cardholder’s consent, sell, purchase, provide, or exchange any card account numbers or information of any kind obtained by reason of any card transaction to anyone, except to resolve a transaction problem. Merchant shall not knowingly complete any transaction on the ATM involving any card that was not originated by the cardholder. Merchant agrees to carry, at its sole expense, general liability insurance on the Premises where the ATM is located. Merchant further agrees to indemnify and hold harmless, Company, its officers, directors, employees, affiliates, sponsors, and assigns, from and against any and all direct or contingent liabilities, claims, damages, losses, or expenses, including reasonable attorney’s fees, arising from any claim, demand or suit against Merchant as a result of loss, harm or injury sustained by or inflicted upon any person(s) patronizing or entering Merchant’s Premises for reasons, related or not, to use of the ATM.

28. Counterparts. This Agreement may be executed in one or more counterparts, shall together constitute one and the same instrument. A true and compete facsimile copy of this Agreement and any signature affixed hereto shall be legally effective for all purposes.

29. Waiver. The failure of either Party to enforce at any time a provision of this Agreement or to exercise any right herein provided shall not be construed as a waiver of such provision or right and shall not effect the validity of this Agreement or limit, prevent or impair the right of such Party subsequently to enforce said provision or exercise said right.

30. Trade Secrets. The processing services provided by Company and it’s suppliers, consist in part of computer programs, procedures, forms, and other related materials, which have been acquired, licensed to or developed by Company at substantial expense. Merchant acknowledges that the foregoing are trade secrets, which are of great value to Company, and disclosure to others of any of the programs, procedures, forms and other related materials with respect thereto will result in loss and irreparable damage to Company. Merchant, therefore, agrees not disclosure to others any information regarding such process, except as required in the proper performance of this Agreement. All specifications, tapes, programs, service and trademarks, and related material developed by or for Company in

connection with this Agreement shall be the property of Company and shall be returned to Company upon termination of this Agreement.

31. Severability. In the event any part of this Agreement is ruled by any court or regulatory authority to be invalid or unenforceable, then this Agreement shall be automatically modified to eliminate that part which is affected thereby. The remainder of this Agreement, however, shall remain in full force and effect.

32. Written Notice. Any notices, statements, or other communications made or given hereunder by the parties shall be in writing and shall be deemed properly given and received, as the same may be evidenced by electronic confirmation of facsimile transmission, (at a fax number to be maintained by the party to whom notice is being given or receipt of notice of hand delivery) or three (3) business days after mailing by U.S. registered or certified mail, return receipt requested and postage prepaid, to the applicable address at set forth below:

To Company:	To Merchant:
US Cash-Div. IPS, INC.	_____
7722 W. 99 th Street	_____
Hickory Hills, IL 60457	_____
Fax # 708-598-7260	

33. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior communications, and agreements, both oral and written, pertaining to the subject matter hereof and shall be modified only in writing duly executed by both parties.

34. Miscellaneous. This Agreement shall bind and insure to the benefit of each of the parties and their successors, representatives, and heirs. This Agreement sets forth the entire Agreement of the parties with respect to its subject matter and shall supersede any prior discussions, understandings, and agreements. No waiver or modification to this Agreement shall be effective unless it is in writing, signed by the parties. This Agreement shall be deemed to have been made in the State of Illinois and shall be governed by its laws. No provision of this Agreement shall be interpreted or construed against any party because such party or its legal counsel was the drafter thereof. If any part of this Agreement is held invalid or unlawful by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Agreement as of the date set forth above.

Company
U.S. Cash ATM’s, Inc.
7720 West 99th Street
Hickory Hills, IL 60457

Signature _____
For: U.S. CASH ATM’S, INC.

Title **Account Executive**

Corporate Approval _____

Name Printed **Adam Klodzinski**

Title **Vice President**

Merchant

Signature _____

Name Printed _____

Title _____

FEIN No. _____
(Federal Employers Identification Number)

This Space
Intentionally left
BLANK

ADDENDUM “A”

1. **Warranty, Maintenance and Repair.** For the term of this agreement and the cost outlined below, Company shall provide a parts and labor warranty for the ATM purchased hereunder as follows:
- a) The cost to Merchant for said warranty shall be ten percent of surcharge amount, not less than fifteen cents (\$0.15) per transaction for the life of this Agreement. All such charges shall be calculated monthly and deducted from payments disbursed to Merchant.
 - b) Company, through authorized service technicians, will provide periodic inspections, maintenance and or repair, as it deems necessary in its sole discretion, to maintain the ATM in fully operational condition. In the event of any ATM failure, malfunction or damage, Merchant shall notify Company within twenty-four (24) hours and Company shall respond to any such notification within twenty-four (24) hours.
 - c) Service will include parts and labor, as deemed appropriate by Company, and shall be performed during Company’s normal business hours of Monday through Friday, 9:00am to 5:00pm, holidays excepted. Replacement parts provided may be new or reconditioned, at Company’s sole discretion, and parts replaced shall become the property of Company.
 - d) Company shall provide Merchant with receipt/journal paper for the ATM, at intervals and in amounts as deemed appropriate for expected transaction volume.
 - e) This warranty shall cover parts, maintenance and repair necessitated by wear and tear on the ATM from **NORMAL USE ONLY** and shall not cover failure, malfunction or damage due to improper use, abuse, vandalism, burglary, fire, storm, flood, other acts of God, war, riot, civil commotion, settling of walls or foundations, improper handling of cash cassettes or dispensers, loss of combination or lock setting, faulty electrical power, improper programming, use of parts or supplies other than those authorized by Company, service performed by anyone other than a Company authorized representative, or use for purposes other than those intended.

☐ I hereby **ACCEPT** the Extended Warranty and the related costs and benefits.

ATM Make/Model _____
Serial # _____

Signature Date

☐ I hereby **DO NOT** accept the Extended Warranty and the related costs and benefits.

Signature Date

This Space
Intentionally left
BLANK