



DATE RECEIVED BY UCS:	
AGENT USE ONLY	Office Code: TNCR1 Rep Code:
	Sales Rep Name: 21st Century Resources Inc. Marc Kenyon
	Sales Rep Telephone: 888 301-8354

6420 East Broadway, Ste B-300, Tucson, AZ 85710 • Tel: 800-698-0026 • Fax: 270-812-0197 • www.unitedcashesolutions.com

ATM APPLICATION & AGREEMENT

This ATM PROCESSING AGREEMENT is made by and between United Cash Solutions ("UCS"), a division of United Bank Card, Inc., a New Jersey Corporation ("UBC"), and the undersigned ATM Merchant Applicant ("Merchant").

BUSINESS INFORMATION			
Legal Name		D.B.A. Name	
Business Address			
City		State	ZIP
Mailing Address			
City		State	ZIP
Contact Name		Phone	Fax
Years in Business	# of Locations	Federal Tax ID #	
Website URL		E-mail Address	
Business Description			Ownership Type
			Sole Proprietor <input type="checkbox"/>
			Partnership <input type="checkbox"/>
			Corporation <input type="checkbox"/>
			Non-Profit <input type="checkbox"/>
			Other <input type="checkbox"/>

OWNER INFORMATION				
Owner #1 Name	SS#	DOB	% Ownership	
Home Address	City	State	ZIP	
Home Phone #	Drivers License #	State	Exp. Date	Title
Owner #2 Name	SS#	DOB	% Ownership	
Home Address	City	State	ZIP	
Home Phone #	Drivers License #	State	Exp. Date	Title

BANK ACCOUNT INFORMATION				
Bank Name	Bank Contact	Phone		
Address	City	State	ZIP	
Settlement Account Merchant Cash Replenishment Deposit	Routing (ABA) #	Account (DDA) #		
Surcharge Account Surcharge Revenue Deposits	Routing (ABA) #	Account (DDA) #		
				ATTACH VOIDED CHECK

PLEASE NOTE THAT ALL ATMs WILL REQUIRE A DEDICATED PHONE LINE AND ELECTRICAL OUTLET PRIOR TO INSTALLATION.

SALES OPTIONS

Select one of the three options below to best suit your ATM needs.

OPTION 1: LEASE/PURCHASE

Lease Purchase

MANUFACTURER

Tranax (Mini Bank)

1000 1500 2500 3000

Triton

9100 Mono 9100 Color 9800
 9600 PaySpot Workstation
 RL5000 Cash Works

WRG

Genesis

Lipman

Nurit 6000 Nurit 6100

SURCHARGES/FEES

Surcharge Amount: \$ _____
 Surcharge to Merchant: \$ _____
 Monthly Service Fee: \$ _____
 Optional Supply Program (\$9.50): \$ _____

CASH REPLENISHMENT

VAULT CASH
 Cash provided and replenished by UCS
 \$125.00 per delivery and \$0.25 per transaction

MERCHANT CASH
 Cash provided and replenished by Merchant

If "Merchant" is selected for Cash Replenishment, Merchant will be responsible under this Agreement for keeping the ATM Machine stocked with an adequate amount of cash to remain in service. Merchant will be reimbursed for all withdrawn cash within 24 to 48 hours. Funds will be sent via ACH to Merchants settlement account.

PRICING

ATM Purchase Price \$ _____
 Lease Option \$ _____
 (_____ X _____)
 Programming \$ _____
 Installation \$ _____
 Shipping \$ _____
 Basic Accessory Package \$ _____
Includes hanging sign, ATM sticker package and promotional materials
 Advanced Accessory Package \$ _____
Includes hanging sign, topper, ATM sticker package and promotional materials
 Extras _____ \$ _____
 Bolting \$ _____
 Taxes \$ _____
 TOTAL COST \$ _____

OPTION 2: FREE ATM PLACEMENT

Expected ATM Transactions per Month: _____
 Other ATMs in One Mile Area: _____

ATM TYPE & CASH REPLENISHMENT

WRG Genesis - Merchant Cash Replenishment
 Triton - Vault Cash Replenishment
 (\$0.25 per transaction)

United Cash Solutions' placement program is reserved for qualified Merchants only. To be eligible for an ATM machine with UCS vault cash services, Merchant must meet a minimum quota of 500 transactions per month or a \$225 monthly minimum. To be eligible for an ATM machine utilizing Merchant's own cash, Merchant must meet a minimum quota of 300 transactions per month or a \$150 monthly minimum. Merchant accepts and agrees to these terms. Failure to meet quotas could result in ATM deactivation, removal or penalties. Sales rep must provide an interior and exterior photo of the Merchant location to qualify for the Placement Program.

SURCHARGES/FEES

Surcharge Amount: \$ 2.00
 Surcharge to Merchant: \$.50
 Monthly Service Fee: \$ 6.00
 Monthly Minimum: \$ 225.00
 Optional Supply Program (\$9.50): \$ _____

PRICING

ATM Cost Included
 Installation Included
 Training Included
 Shipping Included
 Programming \$ _____
 Basic Accessory Package \$ 199
Includes hanging sign, ATM sticker package and promotional materials
 Advanced Accessory Package \$ 305
Includes hanging sign, topper, ATM sticker package and promotional materials
 Extras _____ \$ _____
 Bolting \$ _____
 Bolting \$ _____
TOTAL COST \$ _____

OPTION 3: REPROGRAM

MANUFACTURER AND MODEL

**To reprogram an existing ATM,
 please contact United Cash Solutions
 Technical Support at 800-698-0026.**

SURCHARGES/FEES

Surcharge Amount: \$ _____
 Surcharge to Merchant: \$ _____
 Monthly Service Fee: \$ _____
 Optional Supply Program (\$9.50): \$ _____

CASH REPLENISHMENT

VAULT CASH
 Cash provided and replenished by UCS
 \$125.00 per delivery and \$0.25 per transaction

MERCHANT CASH
 Cash provided and replenished by Merchant

If "Merchant" is selected for Cash Replenishment, Merchant will be responsible under this Agreement for keeping the ATM Machine stocked with an adequate amount of cash to remain in service. Merchant will be reimbursed for all withdrawn cash within 24 to 48 hours. Funds will be sent via ACH to Merchants settlement account.

PRICING

Programming \$ _____
 Basic Accessory Package \$ _____
Includes hanging sign, ATM sticker package and promotional materials
 Advanced Accessory Package \$ _____
Includes hanging sign, topper, ATM sticker package and promotional materials
 Extras _____ \$ _____
 Bolting \$ _____
 Taxes \$ _____
TOTAL COST \$ _____

SPECIAL INSTRUCTIONS

PLEASE NOTE THAT ALL ATMs WILL REQUIRE A DEDICATED PHONE LINE AND ELECTRICAL OUTLET PRIOR TO INSTALLATION.

PAYMENT METHOD

Lease ACH Check Enclosed Credit Card _____ Exp. Date ____-____ CV2 _____

Signature: _____

AGREED & ACCEPTED

The provisions on the reverse side of the Agreement are part of this Agreement. Those provisions must be read before signing. By signing below, you agree to the terms on the front and back of this Agreement. In Witness whereof, the parties hereto Agreement effective the date signed by United Cash Solutions.

Owner #1 _____ (Print name and title)	Owner #2 _____ (Print name and title)
By _____ (Owner #1 Signature)	By _____ (Owner #2 Signature)

ATM Processing Agreement

This ATM Processing Agreement ("Agreement") is made as of the date the attached Merchant Application is signed by United Bank Card or the date that the first ATM transaction is processed through the ATM ("Effective Date") by and between United Bank Card, a New Jersey corporation with offices at 140 West Main Street, High Bridge, NJ 08829 ("UBC" or "us" or "we"), and the entity indicated on the attached Merchant Application ("Merchant" or "you"). UBC is in the business of providing access to ATM processing and related services. You desire to locate an ATM on your premises. Therefore, you and we agree to the following:

I. Definitions

The following terms will have the meanings indicated below when used in this Agreement.

"**ATM**" means the automated teller machine described on the Merchant Application.

"**Confidential Information**" means information belonging or relating to UBC's business, including without limitation the business operations, know how, pricing, computer and software systems and related programming requirements, customer lists, contracts, marketing strategies, business plans, financial statements, sales reports, technical products, technical partners, information regarding third parties doing business with UBC, and related information whether in oral, written, graphic, magnetic, electronic, or other form. Confidential Information also means any communications, in any form, that is marked "confidential" is known or reasonably should be known to be confidential or proprietary, or is of a confidential or proprietary nature.

"**Event of Default**" means an occurrence described in Section 3.3.

"**Merchant Application**" means that attached document so identified and executed by you.

"**Network Rules**" means the rules and regulations of any ACH or debit network to which you are subject as a result of using the services of such network under this Agreement, as amended from time to time.

"**Services**" means the services selected by you, as identified on the Merchant Application.

"**Settlement Account**" means the deposit account maintained by you for settlement purposes.

II. The Program

2.1 Lease or Placement; Purchase.

A. **Placement.** Subject to the terms of this Agreement and if so indicated on the Merchant Application, you agree to locate on your premises, in accordance with this Agreement, the ATM for the term set forth on the Merchant Application. The ATM will either be owned by UBC or leased by you from a third party. You will receive surcharge residuals in the amount set forth on the Merchant Application.

i. **Insurance.** If UBC owns the ATM, you will maintain liability insurance, covering both damage to persons and property incurred during the use of the ATM, for at least \$10,000, and will maintain insurance in the amount of \$7,500 for loss of cash in the ATM, with an insurance company satisfactory to UBC. The insurance policy will name both you and UBC as insured parties. The insurance policy will cover liability for any loss, injury or other casualty to persons or property resulting from any use of the ATM or negligence of you or any of your agents, visitors, or employees during the lease term. The insurance policy also will provide for full standard extended risk insurance covering damage to the ATM by fire, wind, storm or other insurable casualties, in an amount equal to the full insurable replacement value of the ATM. You will provide a copy of the insurance policy to UBC.

ii. **Maintenance.** You will: maintain the ATM in good condition; operate the ATM by competent employees and use the ATM solely in the conduct of your business; locate the ATM only on the site indicated on the Merchant Application and not move the ATM without first obtaining UBC's written consent; not alter or remove any insignia, lettering or serial number on the ATM; notify UBC promptly and hold any wreckage in the event of any loss, theft or destruction of all or any part of the ATM; and not sub-lease the ATM.

iii. **Ownership.** If the ATM is owned by UBC, it is, and will at all times remain, the sole and exclusive property of UBC; you will have no right, title, or interest in it except as specifically set forth in this Agreement. Further, the ATM is, and will at all times remain, personal property and will not become a fixture or become a part of the real estate upon which it is located.

iv. **Repossession.** We may repossess the ATM and terminate this Agreement if, within our sole discretion, we determine that: a) you do not stock a sufficient amount of cash for daily usage; b) you do not locate the ATM in a desirable location; or c) there are an insufficient number of monthly transactions at the ATM. Further, if we terminate this Agreement for any reason or if you have a writ of garnishment or other legal process issued against the ATM, then UBC or its agents may, without demand or notice, enter, with or without process of law, into any premises under your control where the ATM may be and take possession of the ATM, and may disconnect the ATM from any other property using all necessary force permitted by law. You expressly waive all further rights to possession of the ATM and all claims for injury suffered through or loss caused by the repossession.

B. **Purchase.** Subject to the terms of this Agreement and if so indicated on the Merchant Application, you agree to purchase from us the ATM for the amount set forth on the Merchant Application. We make no representations or warranties with regard to the ATM; the manufacturer may provide warranties on the equipment, which we will pass along to you. We may terminate this Agreement if, within our sole discretion, we determine that: i) you do not stock a sufficient amount of cash for daily usage; ii) you do not locate the ATM in a desirable location; or iii) there are an insufficient number of monthly transactions at the ATM.

2.2. Obligations of the Parties.

A. **Our Obligations.** We will: install and maintain the ATM at the location designated by you; provide ATM transaction processing services through a third party; and provide the Services to you.

B. **Your Obligations.** You will: not enter into any agreement with any third party under which the third party will provide any service similar to the services offered by us under this Agreement; not place any other ATM, scrip terminal, or electronic cash-back terminal at the location indicated on the Merchant Application; grant to us or our agents full access to the ATM premises for the purpose of installing, maintaining, servicing, repairing, replacing, and removing the ATM; provide and maintain dedicated power source and telephone line for the ATM; if so indicated on the Merchant Application, provide the necessary working cash for the operation of the ATM; maintain the area around the ATM so that it is clean, safe, accessible, and visible to the general public; use your best efforts to protect the ATM from theft and damage; provide and maintain all risk physical damage coverage for the ATM and its contents; and notify us promptly of any operating problems with ATM. You shall bear the entire risk of loss of or damage to the ATM, whether caused by fire, the elements, unavoidable accident or other casualty. You are responsible and will pay us for all cardholder disputed transactions that are charged back, otherwise known as adjustments. If you are operating a scrip (non-cash dispensing) ATM, you must dispense cash to the cardholder in the amount of the scrip transaction. If Cash Dispense services are not selected, you are responsible for providing adequate cash for daily ATM use.

2.3 Fees and Payment

A. **Fees.** You agree to pay us the fees set forth on the Merchant Application. You understand and agree that if you have selected the Free ATM Placement option the following apply: 1) minimum monthly service and cash replenishment fees in the amounts indicated on the Merchant Application ("Minimum Fees"), which means that if per transaction fees in a particular month do not equal the Minimum Fees, you will owe us the difference between the per transaction fee incurred and the Minimum Fees; and 2) an ATM removal fee in the amount indicated on the Merchant Application, plus return shipping costs. You authorize us to debit via ACH the total of all amounts owed to us from the Settlement Account. Any amount which is not paid when due shall bear a late fee at the rate of 18% per annum or the maximum rate permitted by local law, whichever is less. Each month we will send you a statement indicating the amount of the fees and the calculations we used in arriving at such amount. We may change any fee at any time upon 30 days prior written notice to you. Your continued use of the Services beyond the effective date of the price change will be deemed consent by you of the price change.

B. **Taxes.** You will pay, in addition to those amounts set forth above, all taxes and other charges imposed by any governmental authority on the Services provided under this Agreement.

C. **Errors.** You will notify us in writing within 10 business days of receipt of any error on a statement. Failure to so notify us will constitute your acceptance of the accuracy of the statement.

D. **Deductions.** You authorize us to set off from any amount owed to you or to deduct via ACH from the Settlement Account any amount that we reasonably determine we may need to offset any transactions involving you that may be reversed for any reason or for which you are liable. You authorize us to take any action against funds held in the Settlement Account in an Event of Default, including but not limited to withdrawing funds when we believe such action is necessary to protect us against any potential loss or liability. We will limit our action against the Settlement Account to the amount of any loss that we reasonably believe we may incur as a result of the default.

E. **Authorization.** You authorize the institution at which you maintain your Settlement Account to act in accordance with instructions from us regarding funds in the Settlement Account, including transferring funds in the Settlement Account to us. You will indemnify and hold us harmless for any action we may take against the Settlement Account which is taken pursuant to this Section. You will also indemnify and hold harmless the institution at which you maintain your Settlement Account for acting in accordance with any instruction from us regarding the Settlement Account. This section will survive termination of this Agreement.

2.4 Confidential Information.

A. **Use.** You will retain in strictest confidence the Confidential Information and will strictly safeguard such information. You will not use the Confidential Information for your own benefit other than for the purposes contemplated by this Agreement, nor will you allow any third party to use such information. All Confidential Information is owned by UBC. Upon termination of this Agreement, you will promptly deliver to UBC all Confidential Information in your possession or under your control.

B. **Non-Protected Information.** You will have no obligations of confidentiality under this Section for: (i) information which at the time of disclosure is in the public domain; (ii) information which after the time of disclosure becomes part of the public domain through no fault of your own, but only after and to the extent that such information is published; (iii) information which is disclosed to you by a third party having legitimate possession thereof and the unrestricted right to make such disclosure; (iv) information that you can demonstrate to have been in your legitimate possession prior to the disclosure of the Confidential Information.

C. **UBC Name and Trademarks.** You will not use UBC's name or trademarks in any promotional or marketing materials, nor will you promote UBC's programs in any way, without UBC's prior written consent. You agree that any trademarks and service marks owned by UBC are trademarks of UBC and that you have no rights to use such trademarks and service marks without UBC's prior written consent.

D. **Remedy.** You agree that the Confidential Information constitutes trade secrets and that disclosure to others may result in loss or irreparable damage. Thus, if you breach this Section, we will be entitled to injunctive relief in addition to any other rights to which we may be entitled, without the necessity of proof of actual damage.

2.5. Performance, Indemnification and Limitation of Liability.

A. **Performance.** You understand that we will be utilizing the services of third parties to perform certain of the Services, and that UBC is not responsible, nor shall it be liable for, such third parties' acts or omissions. We will perform the Services in accordance with the terms set forth in this Agreement. We make no other warranty, express or implied, regarding the Services. **WE DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

B. **Indemnification.** Merchant will indemnify and hold UBC harmless from and against any and all claims, demands, loss (financial or otherwise), damage, liabilities, costs, fees, increased taxes or expenses (including without limitation, court costs and reasonable attorneys' fees), which may be incurred by us or which may be claimed by any person arising out of or related to: (i) acts or omissions of Merchant, its directors, officers, employees or agents relating to the exercise of, or the failure to exercise, your obligations under this Agreement, (ii) any breach of this Agreement or any other agreement between Merchant and UBC, or (iii) the sale or lease of, or any matter relating to equipment or other services sold or leased by, UBC.

C. **Limitation of Liability.** We will not be responsible for any loss of profits or incidental, indirect, or consequential damages that you or any third party may incur arising out of this Agreement, and we will not be responsible for any losses or claims by your customers. We will be liable only for our negligent acts or omissions. Further, the liability, if any, of UBC under this Agreement for claims, costs damages, losses and expenses for which it is or may be legally liable, whether arising in negligence or other tort, contract or otherwise, will not exceed in the aggregate the greater of either the amount of any compensation paid to UBC for the preceding 2 month period, measured from the date the liability accrues, or \$5,000.

2.6 Compliance with Laws. You will comply with all state and federal laws and regulations, including all relevant Network Rules, required of you in utilizing the Services.

III. Term and Termination

3.1 Term. This Agreement will have an initial term of 5 years. After the initial term of this Agreement, this Agreement will be automatically extended for successive 5 year periods.

3.2 Termination. The parties will have the following termination rights:

A. **Automatic.** If Visa, MasterCard, or any third party network prohibits UBC from providing the Services to you, this Agreement will automatically terminate.

B. **Without Cause.** This Agreement may be terminated by either party at the expiration of the initial or any successive term by providing written notice of non-renewal at least 60 days prior to the expiration of the then-current term.

C. **With Cause.** Either party may immediately terminate this Agreement upon the occurrence of an Event of Default upon written notice to the defaulting party.

3.3 Events of Default. Each of the following occurrences will constitute an Event of Default under this Agreement:

A. **Nonpayment.** Either party fails to pay the other party on time any amount due and such failure continues for a period of 10 days after written notice has been sent by the other party.

B. **Financial Instability.** Either party: (1) files for bankruptcy, dissolution or any similar proceeding, (2) has such a proceeding instituted against it and the proceeding is not dismissed within 60 days, or (3) a receiver or similar fiduciary is appointed for that party.

C. **False Representation.** Any representation or warranty made by either party proves to have been false or misleading in any material respect as of the date made, or becomes false or misleading during the term of this Agreement.

D. **Breach.** Either party fails to perform any material condition or other obligation specified in this Agreement and such failure is not cured within 30 days of written notice to the breaching party.

E. **Merchant Action.** You: (1) engage in activities which repeatedly violate any Network Rules, (2) operate in an unsound, unsafe manner, or (3) engage in activities which damage the goodwill of UBC.

F. **Nonperformance.** The ATM does not process the minimum of transactions per month indicated on the Merchant Application.

3.4 Post-Termination Rights. If you terminate this Agreement prior to the end of a term or if we terminate this Agreement due to your default, you will pay us a termination fee equal to the greater of either: 1) the average surcharge revenue earned by us over the preceding 3 month period multiplied by the number of months remaining in the then-current term, or 2) \$500. The preceding sentence shall not apply if UBC owns the ATM. Further, if you have selected the Free ATM Placement option on the Merchant Application, you will owe us an ATM removal fee of \$350. Upon termination for any reason you will cease using the Services, our property, and our trademarks immediately. This section will survive termination of this Agreement.

IV. Representations and Warranties

You represent and warrant to UBC that: Merchant is a corporation or limited liability company authorized, validly existing and in good standing under the laws of the State set forth in the opening paragraph of this Agreement; you have full authority and corporate power to enter into this Agreement and to perform the obligations of this Agreement; your performance of this Agreement will not violate any applicable law or regulation or any agreement to which you may now or hereafter be bound; this Agreement represents a valid obligation of you and is fully enforceable against you, and; you will comply with the terms of this Agreement and with all Network Rules. Further, you will be responsible for complying with all applicable federal and state laws and regulations relating to transactions with your customers and this Agreement.

V. General

5.1. Amendment. We may amend this Agreement at any time. Amendments will be effective 30 days after being mailed by first-class mail, or at such later date designated by UBC. Your continued use of the Services after the effective date of the amendment will be deemed to be acceptance by you of that amendment. The amended terms will govern all transactions occurring after the amendment's effective date.

5.2 Assignment. You may not assign this Agreement without our prior written consent. This Agreement will be binding upon and inure to the benefit of the respective successors and permitted assigns of the parties. We may use third parties to deliver Services to you.

5.3 Governing Law and Statute of Limitations. This Agreement will be governed by the laws of the State of New Jersey. Any legal action or proceeding relating to this Agreement will be instituted in a state or federal court located in Hunterdon County, New Jersey. UBC and you agree to submit to the jurisdiction of, and agree that venue is proper in, such court. No action may be commenced against us arising in any way from this Agreement more than 12 months after the cause of action arises, even if we knew or should have known of the possibility of such claim.

5.4 Notice. Any notice required by this Agreement will be effective when sent by registered or certified mail or private courier to the addresses set forth above or in the Merchant Application and to the attention of the President of the relevant company.

5.5 Relationship of the Parties. You and UBC will be deemed to be independent contractors and will not be considered to be agent, servant, joint venturer or partner of the other.

5.6 Entire Agreement. This Agreement and the Merchant Application, which is incorporated into the Agreement by reference, sets forth the entire understanding between UBC and Merchant relating to its subject matter, and all other understandings, written or oral, are superseded.

5.7 No Waiver of Rights. Except for the statute of limitations provisions set forth in this Agreement, a waiver of a breach of any term of this Agreement will not be considered a waiver of a further breach of the same or any other term.

5.8 Voidness. If any provision of this Agreement is unenforceable in any jurisdiction, such unenforceability will not affect the validity of that provision in any other jurisdiction or the enforceability of any other provision of this Agreement in that jurisdiction.

5.9 Construction. The captions used in this Agreement are inserted for convenience only and will not affect the interpretation of any provision. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party.

5.10 Force Majeure. Neither party will be liable to the other for any failure or delay in its performance of this Agreement in accordance with its terms if such failure or delay arises out of causes beyond the control and without the fault or negligence of such party.

5.11 Survival. All agreements that by their context are intended to survive the termination of this Agreement including, but not limited to, Sections 2.2.B, 2.3.D, 2.3.E, 2.4, 2.5, 2.6, 3.4, and Articles 4 and 5 will survive termination of this Agreement.

5.12. Attorney's Fees. You will pay us all legal fees and costs incurred by us in enforcing this Agreement.

5.13. Credit Report Authorization. You, and the individual signing this Agreement in their personal capacity, authorize us to obtain from third parties financial and credit information in connection with this Agreement and in connection with our continuing evaluation of Merchant relating to Merchant or any owner of Merchant or any individual who has signed the Application.