

ATM LOCATION AGREEMENT

This **ATM LOCATION AGREEMENT** is entered into and effective this _____ day of _____, 200__, between Qualtex Corporation DBA SKY Processing ("SKY") and "Customer" as identified as signatories hereto, and applies to the "Location(s)" which are the subject of this Agreement.

In the event the "Location" is identified to include multiple sites and thus multiple automated teller machines ("ATMs"), the terms of this Agreement apply separately to each of those sites and ATMs. In the event the "Customer" is identified to include multiple corporations, partnerships or sole proprietorships or any combination thereto, the terms of this Agreement shall apply separately to each of those respective corporations, partnerships or sole proprietorships.

A. COMPLETE AGREEMENT

This Agreement, including Exhibit A titled Location Agreement ACH Authorization Form, Exhibit B titled ATM Location Agreement Terminal Profile and Change Form and Exhibit C Company's bank sponsorship agreement for terminals the subject of this Agreement, and any and all additional Exhibits, contains the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and undertakings between the parties relating to the subject matter hereof. Customer hereby acknowledges that any sales representatives or other representatives affiliated with SKY are not authorized to make or approve any additions to, delete or alter the printed provisions of the Agreement or to terminate the Agreement with SKY. No such additions or deletions shall be valid unless in writing and signed by Brad Zerman, President of SKY.

B. RELOCATION

Customer shall notify SKY within thirty (30) days of any proposed move or relocation of the ATM from the Location. Customer shall complete and sign Exhibit B for any and all such relocation(s) and terminal change notifications and shall promptly submit such change notifications to SKY via facsimile transmission to (312) 492-6730. SKY will use its best efforts to timely process changes and will approve all reasonable changes. The Agreement shall then continue for the remainder of its term.

C. TRANSACTION SURCHARGES

100% of the surcharge revenues generated by the ATM shall be remitted to Customer. SKY shall provide Customer with periodic statements summarizing settlement activity or access to such reports via SKY's on-line reporting system, at SKY's sole option.

D. PROCESSING SERVICES/FEES

SKY agrees to provide, and Customer agrees to utilize exclusively during the term of the Agreement, such data processing services as SKY has selected to process all said ATM transactions. SKY may delete, add, or change ATM Network affiliations as it determines to be appropriate in its discretion. Network means the credit card and debit card proprietary associations for transmitting items and settling ATM Transactions between its members. Customer agrees to accurately complete all of the documentation as is reasonably required by SKY in order to facilitate the implementation and delivery of processing services. SKY reserves the right to adjust the amount of the processing fees paid for services by Customer provided that written notification is given within (30) days of the adjustment in the amount of such processing fees. SKY may provide for miscellaneous advertising or similar communication to ATM users through and on the ATM and may retain all revenues from such ancillary functions. If SKY offers electronic monitoring and remote programming services; this may be at an additional cost to Customer.

E. RULES

Customer agrees to comply with "Rules" defined as any rules or regulations, by-laws and procedures of the Networks, including all applicable Networks, state or local departments or agencies having jurisdiction over the activities of such Networks, SKY or Customer, as they may exist from time to time, including but not limited to displaying all applicable Network logo decals of the Networks accepted at the ATM, displaying a decal on the ATM which specifies the amount of the surcharge paid by cardholders for withdrawals, the bank name providing terminal sponsorship in conjunction with this agreement, and also the name of Qualtex or SKY and SKY's customer service telephone number (888) 272-4325. Company agrees to provide a safe and secure environment for any and all users of the ATM, and agrees not to film, using video surveillance or other similar cameras, capturing the PIN numbers of cardholders using the ATM the subject of this Agreement. Customer also insures that any other person or entity who services, controls or otherwise has access to the ATMs will comply with the Rules. Notwithstanding anything to the contrary in this Agreement, SKY may immediately terminate this Agreement for Customer's or any of Customer's agents' failure to comply with the Rules. In that event, the early termination provisions of Paragraph J hereof will apply.

F. INVENTORY

Customer agrees to keep an adequate supply of paper and necessary items at the Location. These supplies may be available from the SKY at an additional cost. Customer shall at all times keep a sufficient amount of currency in the ATM. Such currency shall have been previously circulated and shall not be "new" bills.

G. INSTALLATION

Customer shall contract installation of the ATM separately with SKY or qualified contractor. Customer shall contract separately with SKY or with a SKY approved service technician for initial set-up and training on operation of ATM. Customer agrees to hold harmless and indemnify SKY and its officers, agents and employees from and against any and all claims, losses, damages, liability, causes of action and costs (including but not limited to court costs and attorney's fees and disbursements) arising out of or in any way relating to the installation of the ATM including but not limited to bodily injury, property damage and damage to the ATM.

H. TELEPHONE/ELECTRICAL REQUIREMENTS

Customer agrees, at its expense, to provide and maintain a dedicated business dial-up telephone-line, unless an alternate method of communication between the ATM and Company's processor is mutually agreed upon between Location and Company, and one (1) dedicated operational electrical power outlet (110 V) (hereinafter "Services") on or before the proposed installation date(s) (hereinafter the "Ready Date(s)"). These Services must be within 2 feet of the ATM site and Customer is responsible for any charges incurred in connection with these Services as used with the ATM. In the event SKY or its agent makes a service call to Location to program the ATM and/or train the Location's personnel, on or after the Ready Date(s), and the Services are not provided as outlined in this paragraph, Customer agrees to reimburse SKY for the reasonable costs for that service call, not to exceed \$200.00 for each such service call.

I. MAINTENANCE AND ATM PART REPLACEMENT

All labor shall be provided at an additional cost at SKY's then current pricing schedule, unless a Maintenance Agreement is purchased prior to the date the ATM is installed at the Location. The Manufacturer's Standard Warranty may warrant parts for the ATM. In the event Company provides replacement parts to Customer under the Manufacturer's Standard Warranty, Customer agrees to return any and all defective parts and unused replacement parts to Company, at its cost, within seven (7) business days after receipt of any such replacement parts. In the event of Customer's failure to comply with the terms of this Section Customer, agrees to immediately pay to Company, at Company's then current "new" price of any such parts not returned. After the expiration of the Manufacturers' warranty period, Customer may purchase an extended warranty from SKY, if offered, or other Manufacturers' authorized service/maintenance organization at their then current prices and terms for parts and labor. In the event of any ATM failure, Customer agrees to notify SKY or such other Manufacturer's authorized service/maintenance organization, as appropriate, of the problem, without delay.

J. TERM/DAMAGES FOR EARLY TERMINATION

This Agreement shall be in effect for a NON-CANCELABLE term of five (5) years from the date hereof. This Agreement shall thereafter automatically renew itself for additional five (5) year periods, unless either party hereto declines to renew this Agreement by providing one hundred twenty (120) days prior written notice to the other party of its desire not to renew this Agreement. In the event of early termination of this Agreement (including the disconnection of the ATM, the failure of Customer to keep the ATM in working order, or termination for failure of Customer or its agent to comply with paragraph E hereof, Customer shall be liable for liquidated damages in the amount of \$75.00 per month multiplied by the number of months remaining in the contract at the time of cancellation. In the event the "Location" is defined to include multiple sites, the term of this Agreement shall be calculated separately for each Location from the later of the date identified as the "effective date" for each individual Location set forth in Exhibit "B" hereto. In the event SKY sends Customer written notice of any modifications of this Agreement, as provided for in Section V. herein, Customer may request from SKY, in writing, prior to the effective date of the modification, early termination of this Agreement without penalty, except for changes made to Section L due to Network increases of such fees to SKY which shall be passed through to Customer without mark-up. In the event Customer sends such timely written notice to SKY, SKY shall have the right, in its sole discretion, to either terminate this Agreement without penalty, or to continue with the previous terms of this Agreement through the remainder of the initial term and any applicable renewal terms.

K. WAIVER

A waiver by either party which breaches any provision of this Agreement shall not constitute a waiver of each party's rights to demand strict compliance with this Agreement and any provisions thereof.

INITIAL _____

L. **INDEMNIFICATION AND HOLD HARMLESS, REPRESENTATIONS, OFFSET**

Customer agrees to hold harmless and indemnify SKY and its officers, agents and employees from and against any and all claims, losses, damages, liability, causes of action and costs (including but not limited to court costs and attorney's fees and disbursements), in any way relating to or arising out of the ATM including but not limited to bodily injury, property damage, damage to the ATM, economic damages, fines and/or penalties, and any failure by Customer, any third party service provider of the ATMs or any other person or entity to comply with the Rules. Location warrants that no notice to, filing with, authorization of, exemption by, or consent or approval of any third person is necessary for the consummation by Location of the transactions contemplated by this Agreement, or for the performance of Location obligations hereunder. Customer agrees that SKY shall have the right to offset Customer's settlement funds, surcharge revenue or any other fees generally payable and owed to Customer for any and all fees owed by Customer to SKY. Customer agrees to protect the ATM and its contents from damage, loss, or theft. Customer waives any rights of recovery against SKY arising from such loss, theft, damage, or destruction. Customer is solely responsible for providing security against theft at LOCATION and SKY will have no liability to CUSTOMER in the event of theft or damage.

M. **ADJUSTMENTS**

The networks, SKY and the Card Issuers, handle transaction disputes and may assess a nominal administrative fee of between \$15.00 and \$50.00 to Customer in connection with the handling of a valid dispute. In the event a cardholder or financial institution disputes a transaction, the disputed amount and any assessed fee may be charged directly to Customer's clearing account or may offset and reduce any transaction surcharge fees due to Customer. If Customer disputes the adjustment in a timely manner and provides evidence that the transaction occurred, including evidence that the cash available in and dispensed through the ATM were in balance on the date of the disputed transaction, SKY will diligently assist Customer to resolve the transaction dispute and attempt to obtain a reversal of an erroneous adjustment. Any other amounts owed by Customer to SKY under this Agreement or the Qualtex Corporation Sales Agreement, incorporated herein by reference, may be offset against any Customer settlement funds, transaction surcharge fees or other amounts due to Customer.

N. **ASSIGNMENT**

Customer shall assign this Agreement to any successor or new owner of a Location. In order for such assignment to be effective, successor or new owner must be approved by Sky's sponsor bank. In the event "Location" is defined to include multiple sites, this provision applies separately for each Location. SKY may assign its obligations under this Agreement.

O. **LESSOR, NOT SKY**

Under this Agreement, Customer understands that SKY is not an agent of lessor of the ATM. In this regard, if Customer elects to lease the ATM, SKY is not authorized to waive any rights or alter any term or condition of the ATM lease.

P. **TERMINATION FOR CAUSE AND RIGHT TO CURE**

Either party may terminate this Agreement effective thirty (30) days after giving written notice to the other party that a breach occurred, provided, however, that such breach is not cured with fourteen (14) days of the defaulting party receiving such notice of breach. In the event the defaulting party does not cure such breach within the aforementioned period, this Agreement can be unilaterally and immediately terminated by the non-defaulting party, at its sole option, as to any or all of the Locations and the non-defaulting party shall have no recourse in law or in equity against the defaulting party. In the event "Customer" is defined to include multiple Locations, and notwithstanding anything to the contrary herein, Customer acknowledges and agrees that in the event Customer breaches this Agreement with respect to any one Location, this Agreement can be unilaterally terminated by SKY, at its sole option, as to any or all of the Locations and Customer shall have no recourse in law or in equity against SKY. In the event of termination of this Agreement due to Customer breach, the early termination provisions of Paragraph J hereof will apply. Notwithstanding the foregoing, in the event of any breach of the Rules by Customer, SKY may immediately terminate this Agreement with notice to Customer.

Q. **JURISDICTION**

This Agreement as written, shall be interpreted and enforced in accordance with the laws of the State of Illinois and the venue and jurisdiction for any legal proceeding or to enforce this Agreement shall be Cook County, Illinois.

R. **ATTORNEY FEES**

Customer agrees to pay all costs for collection for sums due to SKY under this Agreement, including but not limited to attorneys fees involved in the collection of sums due, whether or not litigation is actually commenced. If a lawsuit or any action is proceeded with to enforce any part of this agreement, the prevailing party shall be entitled to recover from the other party, in addition to costs, any reasonable sum of legal fees the ruling court may deem appropriate in trial, appellate, or bankruptcy proceeding.

S. **DISCLAIMER**

ACCORDING TO THE TERMS SPECIFICALLY PROVIDED FOR IN THIS AGREEMENT, CUSTOMER UNDERSTANDS AND ALSO AGREES THAT SKY MAKES NO EXPRESS, STATUTORY OR IMPLIED WARRANTIES WITH REGARDS TO ANY OR ALL MATTERS DISCUSSED IN THIS AGREEMENT INCLUDING THE CONDITION OF THE ATM, ITS FITNESS FOR TRANSACTIONS OR MERCHANTABILITY, OR ANY PARTICULAR PURPOSE. CUSTOMER AGREES THAT SKY WILL NOT BE RESPONSIBLE FOR ANY LOST PROFITS OR DAMAGES WHETHER CONSEQUENTIAL OR INCIDENTAL, SPECIAL OR INDIRECT THAT CUSTOMER MAY INCUR AS A RESULT OF THIS AGREEMENT. THE ONLY REMEDY GIVEN CUSTOMER IN THIS AGREEMENT IS THAT SKY WILL REMEDY ANY BREACH OF ANY PROVISION OF THIS AGREEMENT IN AN EFFICIENT AND TIMELY MANNER.

T. **THEFT/FRAUD**

In the event of any breaking into or theft of or from any ATM that is the subject of this Agreement, Customer shall be responsible for any and all losses stemming from such occurrence. In such event, the declared entries and records of transactions by any valid cardholders using such ATM shall be presumed valid and correct, absent manifest error. For this purpose, losses resulting from tampering with an ATM are also the responsibility of Customer, even if fraudulent use of a card is also involved. It is the Customer's obligation to secure the administrative functions of the ATM from unauthorized parties via the use of passwords or other means.

U. **COUNTERPARTS; FACSIMILE**

This Agreement may be executed in counterparts which counterparts when taken together shall constitute one in the same Agreement and each such counterpart may be executed by facsimile copy to the other party and the parties hereto agree that such facsimile counterpart shall be deemed to be an original executed counterpart for all purposes hereof.

V. **NOTICE**

Any notice required or permitted by this Agreement, or given in connection with this Agreement shall be in writing and shall be deemed effective upon deposit in the United States mail, certified and return receipt requested, postage prepaid or such other courier service where signature is required upon delivery. Notices shall be delivered to the addresses set forth on the reverse side of this Agreement or to such other address as either SKY or Customer may designate by notice in accordance with this provision. SKY may modify the terms of this Agreement by providing written notice to Customer of such new or modified terms upon thirty (30) days advance written notice. Customer's use of the ATM after the effective date of the modified terms will automatically constitute Customer's acceptance of these modified terms.

W. **TAXES AND FILINGS**

Customer understands and agrees that it is solely responsible for the filing of any and all Personal Property Tax Returns and any and all governmental documents and registrations associated with the purchase and operation of the ATMs which is the subject of this Agreement. Additionally, Customer shall be liable for the payment of any and all fees, costs, fines, penalties and Property Taxes levied on the ATMs or its accessories, the subject of this Agreement. In the event any governmental body assesses or fines SKY for any ATMs covered under this Agreement, Customer agrees to promptly reimburse SKY for the payment of such amounts and any other costs related thereto upon written request by SKY.

Customer authorizes SKY or its agent to obtain and verify any financial, credit, and other information about Customer and its principal(s) with consumer reporting agencies. IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this ATM Location Agreement.

SKY
1229 W. Washington, 4th Floor
Chicago, Illinois 60607
(312) 280-6700

CUSTOMER: _____
Legal Business Name

D/B/A _____

BY: _____
Authorized Officer

BY: _____
Authorized Officer

PRINT: _____

PRINT: _____

DATE: _____

DATE: _____ LocAgr09012006 (2 of 2)

ATM LOCATION AGREEMENT ACH AUTHORIZATION FORM EXHIBIT A

Customer Number: _____
Terminal Number: _____

GROUP NAME: _____

ATM LOCATION NAME: _____

BUSINESS NAME AS IT APPEARS ON BANK ACCOUNT: _____

SETTLEMENT TRANSIT ROUTING NUMBER: _____

SETTLEMENT BANK ACCOUNT NUMBER: _____ (circle one: checking or savings)

ADJUSTMENT TRANSIT ROUTING NUMBER:
(SAME AS SETTLEMENT TRANSIT ROUTING NUMBER-LISTED ABOVE)

ADJUSTMENT BANK ACCOUNT NUMBER:
(SAME AS SETTLEMENT TRANSIT ROUTING NUMBER-LISTED ABOVE)

SURCHARGE AMOUNT: \$ _____ FOR THE ACCOUNT LISTED BELOW

SURCHARGE TRANSIT ROUTING NUMBER: _____

SURCHARGE BANK ACCOUNT NUMBER: _____ (circle one: checking or savings)

Financial Institution Name: _____ Street Address: _____

City: _____ State: _____ Zip: _____

Change Orders Only	
_____	_____
Old Routing and Transit Number (9 digits)	Old Account Number
Has the account owner changed?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Authorization Agreement for Automated Payments: SKY and its contracted third party processor(s) shall have the right to credit or debit account, on behalf of the Customer, for settlement of transactions, settlement error corrections, transaction adjustments and any amounts or fees due SKY by Customer. Customer agrees to keep account funded to the extent needed to reasonably support transaction adjustments. All shortages and adjustments are the full responsibility of the Customer. Customer agrees to comply with all electronic fund transfer regulations, requirements and rules. This Authorization shall remain in effect unless cancelled by Customer by providing written notice of cancellation to SKY and after such time as all settlements and adjustments have been processed/cleared through the account. Any debits and credits pursuant to this Authorization will be affected through the Federal Reserve System automated clearing house (ACH) system.

Settlement Disputes: Customer shall audit and balance the terminal(s) associated with the settlement account indicated below and shall promptly, but in no event more than 30 days after the date of any disputed or missing item, notify SKY of any disputed or missing item or items. If SKY determines that the disputed or missing item was credited or debited or made in error by SKY, SKY shall correct the error; however, SKY shall not be liable for any recovery of any amounts over 30 days prior to the date SKY was notified of the disputed or missing item although SKY will use its best efforts to recover any amounts over 30 days from the disputed date.

The undersigned represents and warrants to SKY that (a) the person executing the Authorization is authorized signatory on the Account referenced above and all information regarding the Account and the Account Holder is true and correct.

CUSTOMER and Account Owner

Legal Business Name: _____

D/B/A: _____

By: _____

Print Name and Title: _____

Date : _____

EXHIBIT B - ATM LOCATION AGREEMENT TERMINAL PROFILE AND CHANGE FORM

Terminal Number: _____

PLEASE INDICATE IN THE LEFT COLUMN THE ITEMS WHICH REQUIRE CHANGE

GROUP NAME: _____

GROUP ADDRESS: _____

GROUP CONTACT NAME: _____ **PHONE:** _____ **FAX:** _____

ATM LOCATION NAME: _____

ATM LOCATION ADDRESS: _____

ATM LOCATION CONTACT NAME: _____ **PHONE:** _____ **FAX:** _____

CHARGEBACK/RETRIEVAL REQUESTS FAXED TO: _____ **GROUP FAX** _____ **LOCATION FAX** _____

FFB MERCH. AGREEMENT (circle one): ATTACHED ON-FILE UNDER WHICH NAME: _____

PDNB MERCH. AGREEMENT (circle one): ATTACHED ON-FILE UNDER WHICH NAME: _____

AMOUNT OF SURCHARGE: _____ **BILL DENOMINATION:** _____

MAX WITHDRAWAL AMOUNT: _____ (Network regulations requirement at least \$200.00)

ATM MANUFACTURER: _____ **ATM MODEL:** _____

ACCESSORIES NEEDED: _____ **LABOR WARRANTY PURCHASED:** _____

SOURCE OF SETTLEMENT FUNDS FOR ATM: _____ (list name of company, bank or person)

Names of 2 Master - Key Loaders for terminal: _____

Name of ATM Installation Company that installed this ATM: _____

Armored Courier used (if applicable): _____ First Line Maintenance Company: _____

Second Line Maintenance Company: _____

PLEASE COMPLETE BELOW:

TDES EPP Serial Number (required): _____

Camera present _____ (yes or no) **ATM Operated on Limited Hours** _____ (If not 24 hour ATM, then list "yes")

Drive- Up ATM _____ (yes or no) **Talking ATM** _____ (yes or no) **Braille** _____ (yes or no)

Telecom utilized: _____ (Dial-up, Frame Relay, JBM CDMA, Ventus, VPN, Hercules)

Languages available: _____ (list all) **Business Type:** _____

Handicap Compliant: No **Restricted Access** _____ **Check only if the ATM is located in an area NOT accessible to all people (i.e. inside office building that only employees may enter, football stadium where only ticket holders for the event may enter the stadium, vestibule for after-hours access)**

EXHIBIT B PAGE 2 - PAYMENTS:

(PLEASE ATTACH ADDITIONAL EXHIBIT A FORMS FOR EACH BANK ACCOUNT THAT PAYMENTS ARE REQUESTED TO BE SUBMITTED TO VIA ACH)

PAYMENT TYPE: _____

PAYMENT AMOUNT: _____

DDA

ROUTING NUMBER

PAYMENT TYPE: _____

PAYMENT AMOUNT: _____

DDA

ROUTING NUMBER

PAYMENT TYPE: _____

PAYMENT AMOUNT: _____

DDA

ROUTING NUMBER

PAYMENT TYPE: _____

PAYMENT AMOUNT: _____

DDA

ROUTING NUMBER

PAYMENT TYPE: _____

PAYMENT AMOUNT: _____

DDA

ROUTING NUMBER

EQUIPMENT DELIVERY NAME AND ADDRESS:

BILLING NAME AND ADDRESS:

REQUEST SKY TO ARRANGE INSTALLATION: YES NO (CIRCLE ONE)

NOTES: _____

CUSTOMER and Account Owner:

SKY USE:

Legal Business Name: _____
By: _____
Print Name and Title: _____
Date : _____

EXISTING SKY CUSTOMER YES NO
MERCHANT ID: _____