

FIRST AMERICAN USE ONLY

PARTICIPANT ID# _____ TERMINAL # _____

ATM OWNER PROCESSING AGREEMENT

THIS ATM PROCESSING AGREEMENT is made by and between First American Payment Systems L.P., a Texas Corporation ("FIRST AMERICAN"), 301 Commerce St., Suite 2000, Fort Worth, TX 76102 and the undersigned ATM Owner, ("OWNER").

LOCATION INFORMATION

CORPORATE NAME:	DBA NAME:
MAILING ADDRESS:	LOCATION ADDRESS:
CITY/STATE/ZIP:	CITY/STATE/ZIP:
TYPE OF BUSINESS:	TYPE OF OWNERSHIP (CHECK ONE): <input type="checkbox"/> CORPORATION <input type="checkbox"/> SOLE PROPRIETOR <input type="checkbox"/> PARTNERSHIP
STATE OR FEDERAL TAX ID#:	YEARS IN BUSINESS: # OF LOCATIONS:
PHONE #:	

OWNERS OR OFFICERS

OWNER #1 NAME:	D.O.B.:	SSN #:	HOME PHONE #:
RESIDENCE ADDRESS:	CITY/STATE:	ZIP CODE:	HOW LONG?
FORMER ADDRESS:	CITY/STATE:	ZIP CODE:	HOW LONG?
OWNER #2 NAME:	D.O.B.:	SSN #:	HOME PHONE #:
RESIDENCE ADDRESS:	CITY/STATE:	ZIP CODE:	HOW LONG?
FORMER ADDRESS:	CITY/STATE:	ZIP CODE:	HOW LONG?

EQUIPMENT INFORMATION

QUANTITY	EQUIPMENT	EQUIPMENT SALE TYPE (PLEASE SELECT ONE):	<input type="checkbox"/> MONTHLY LEASE PAYMENT	<input type="checkbox"/> CASH
	EQUIPMENT TYPE:	LEASE COMPANY:		
	OPTIONAL ACCESSORIES:	APPLICATION FEE:		
	OTHER:	INSTALLATION:		
		FREIGHT:		
		TOTAL AMOUNT DUE:		
		50% DEPOSIT FOR CASH PURCHASE:		
		BALANCE DUE ON INSTALL:		

PLEASE LIST ALL EQUIPMENT AND ACCESSORIES ORDERED THROUGH FIRST AMERICAN.

BANK ACCOUNT INFORMATION

BANK NAME:	ROUTING NUMBER:	ACCOUNT #:
BANK ADDRESS:	CITY/STATE:	ZIP CODE:

**ATTACH
VOID
CHECK**

SCHEDULE OF CHARGES

MONTHLY ACCESS FEE: \$25.00	PER TRANSACTION FEE TO OWNER: \$ _____
SURCHARGE AMOUNT: \$ _____	PERCENTAGE OF SURCHARGE TO OWNER: _____ %

The provisions on the reverse side of this Agreement are a 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 have entered into Agreement effective the date signed by FIRST AMERICAN.

OWNER #1: _____ <small>(PRINT NAME and TITLE)</small>	OWNER #2: _____ <small>(PRINT NAME and TITLE)</small>
BY: _____ <small>(SIGNATURE)</small>	BY: _____ <small>(SIGNATURE)</small>

FIRST AMERICAN USE ONLY

BY: _____ / _____ <small>(SIGNATURE)</small>	_____ <small>(PRINT NAME)</small>
TITLE: _____	DATE: _____

AGREEMENT FOR ATM PROCESSING

THIS ATM PROCESSING AGREEMENT ("Agreement") is made by and between First American Payment Systems L.P., a Texas corporation ("First American"), 301 Commerce Street, Suite 2000, Fort Worth, Texas 76102, and afore signed Merchant, with principal place of business as indicated hereon, effective as of the date signed by First American.

WHEREAS, Owner owns a Media Dispensing Automated Teller Machine ("ATM") at the locations covered by this Agreement (the "Locations").

WHEREAS, Owner is requesting First American to act as the exclusive provider of certain electronic funds transfer services to Owner at the Locations.

WHEREAS, First American agrees to provide the services outlined in this Agreement.

THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, First American and Owner agree as follows:

1. Services Provided. First American agrees to provide a transaction authorization service which will enable Owner to offer media dispensing through one or more ATMs at the Locations subject of this Agreement. Authorization for ATM services will be provided to Owner through dial up facilities arranged through or provided by First American. Owner will provide at its cost a dedicated phone line for each ATM. All costs of installation, maintenance, and service of the dedicated phone line shall be the responsibility of Owner. The authorization service provided by First American will be available 24 hours a day, seven days a week, except when the ATM is not in operation, maintenance is required or ongoing, phone line service is required, or otherwise when events occur beyond First American's control. Owner agrees that First American shall be the exclusive provider of electronic transfer services to Owner for any ATM subject of this Agreement and for any Location.

2. Settlement. First American will provide registration and sponsorship of each ATM into national and regional networks accessible to First American for processing ATM electronic funds transfer transactions for Owner at the Locations. First American will contract with a Federal Deposit Insurance Corporation insured financial institution for settlement of all surcharge and interchange revenue generated by an ATM subject to this Agreement. In order to facilitate the settlement of monetary transactions, Owner agrees to establish and maintain its own clearing account at a financial institution with Automated Clearing House ("ACH") capability. Owner agrees to provide a pre-printed voided check for use by First American and the clearing house in establishing the clearing account and registration. Any revenue due Owner will be distributed to Owner as outlined in this Agreement. A third party contracted by First American ("ATM Driver"), and not First American, is responsible for settlement to Owner of all daily cash withdrawals to be transferred to Owner's clearing account using ACH. Settlements may occur on a delay basis as necessary. In the event the ACH for collection or payment of fees is rejected by Owner's bank, Owner agrees to pay First American a reject fee of no less than \$25.00 and no more than \$50.00. These fees shall be paid to First American via ACH. This serves as notice of the fee.

3. Schedule of Payments. First American agrees to pay Owner a per transaction fee as indicated herein for each surcharged transaction processed and approved by a regional or national ATM network, as well as a percentage as indicated herein of the amount of any surcharges collected for transactions processed and approved by a regional or national ATM network. Payments to Owner of the transaction fee and percentage of surcharge will be to Owner's account as identified in this Agreement. Payments will be made typically by the last day of the month following the month the transactions were processed (or the next business day thereafter) via ACH deposit to Owner's account.

Owner may be charged fees for transaction activity depending upon regional and national network's policies. At its option, First American may debit Owner's account the amount of fees due. Owner acknowledges that transaction fees may be adjusted to reflect any change in fees, if any, charged by the regional and national networks. Owner agrees to pay a monthly access fee per ATM as provided herein. This fee will be deducted from the clearing account after the associated ATM has processed a transaction and monthly thereafter.

ATM Driver is responsible to the Owner for payments of all monies deducted from the ATM. ATM Driver will pay to the Owner's account, as identified in this Agreement, on a delay basis as necessary. First American has no liability for failure of ATM Driver to find Owner's account in a timely manner or at all. However, First American will communicate with ATM Driver on the Owner's behalf to assist in correcting discrepancies of payment by ATM Driver.

4. Adjustment of Terms. This Agreement or any provision hereof may be modified by First American upon three (3) days written notice to Owner. Upon notice of such amendment, the Owner has thirty (30) days after such notice to cancel this Agreement and not accept the amended terms by delivering written notice to First American of cancellation. In the event the Owner fails to cancel this Agreement within such thirty (30) day period, this Agreement shall be deemed amended for all purposes for the remaining term of the Agreement.

5. Credit/Debit Authorization. Owner hereby authorizes First American and any third party contracted by First American to initiate debit/credit entries to Owner's account. The authority is to remain in full force until (a) First American has received written notification from Owner in such a manner as to afford First American reasonable opportunity to act on it and (b) all obligations of Owner to First American have been paid in full. In addition to all amounts owed First American under this Agreement, this authorization extends to entries concerning lease, rental or purchase agreements for the ATM machines and/or accompanying equipment and/or supplies and materials.

6. Cash Replenishment. Owner or Owner's agent is responsible for cash replenishment and periodic ATM balancing. Any request for adjustments of transaction amounts must be made no more than ninety (90) days from the date of the transaction, unless a shorter period is required under applicable law or National Automatic Clearing House Association rules. No adjustments will be made if a request is made later than ninety (90) days from the date of the transaction. Owner is solely responsible for any loss or theft of vault cash in the ATM.

7. Maintenance. Owner is responsible for all first line maintenance to keep the ATM operational as more particularly described hereinbelow. Owner is responsible for all second line maintenance not covered by the manufacturer's warranty as more particularly described hereinbelow.

8. Insurance. Owner is responsible for all insurance covering but not limited to theft, damage to the ATM or damage to Owner's property.

9. Limitation on Liability. First American shall not be responsible for any loss or damage to the ATM, property or persons as a result of any services performed under this Agreement, whether or not at the Locations, including the negligence of First American, other than as a result of the gross negligence or fraud of First American employees in the performance of services under this Agreement or paragraph 9. The above notwithstanding any liability of First American arising out of or related to gross negligence or fraud of its employees in the performance of services under this Agreement, shall not exceed the total monthly and annual fees collected by First American hereunder during the six (6) months immediately preceding the date upon which Owner's claim for such damages arose.

10. Errors. In the event of an error by First American not constituting gross negligence or fraud of First American employees in the performance of services under this Agreement, First American shall be provided written notice of such error and shall have a reasonable period of time and opportunity to cure such error. Owner agrees to accept the correction of any error by First American as its sole and exclusive remedy. Any liability of First American arising out of or relating to an error of First American not constituting gross negligence or fraud of First American employees in the performance of services under this Agreement, shall be limited to the total monthly fees collected by First American hereunder during the six (6) months immediately preceding the date upon which Owner's claim for such damages arose. In no event shall First American have liability for loss of business, special, incidental, exemplary or consequential damages to Owner or ATM customers.

11. Limitations of Actions. No action arising out of this Agreement for fraud or gross negligence of First American employees in the performance of services under this Agreement or an error under paragraph 9 shall be brought by Owner more than one (1) year after the occurrence of the event upon which such action accrued. If First American is required to appear in, or is made a defendant in, any legal action with respect to this Agreement, the ATM, the Location, any person, any services provided by First American or that involve Owner's property, Owner shall and does hereby indemnify and hold First American harmless from all loss, liability and expense (including attorney fees and costs of court), except for any loss, liability, or expense arising out of the gross negligence or fraud of First American employees in the performance of services under this Agreement or an error under paragraph 9, in which case First American's liability shall be limited as provided in Paragraphs 8 and 9 above. First American shall not be liable for any loss, expense, or cost incurred by Owner, ATM customers, or any persons or entity as a result of any error, negligence (including First American's own negligence), gross negligence, fraud or lack of performance by third parties contracted by First American or contracted by any contractor of First American to carry out First American's or such third party contractor's performance under this Agreement. First American's performance hereunder shall be excused in the event of maintenance, war, fire, explosions, power failures, government priorities, labor stoppage, supplier failure or delay civil disorder, or breakdown or malfunction of machinery, transportation facilities or other equipment or companies associated with processing of ATM transactions, and all acts of God.

FIRST AMERICAN MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE ELECTRONIC FUNDS TRANSFER SERVICES, EXCEPT AS EXPRESSLY PROVIDED AND LIMITED BY THIS AGREEMENT AND AN

ATTACHMENTS. NO ORAL OR WRITTEN REPRESENTATION OR STATEMENT MADE BY FIRST AMERICAN OR ANY OF FIRST AMERICAN'S AGENTS OR EMPLOYEES INCLUDING, BUT NOT LIMITED TO, ANY SPECIFICATIONS, DESCRIPTIONS, OR STATEMENTS CONTAINED IN USER GUIDES PROVIDED TO OWNER, SHALL BE BINDING UPON FIRST AMERICAN AS A WARRANTY OR PROMISE OF PERFORMANCE.

12. Compliance with Laws. The parties agree to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations. At the request of First American, Owner will execute such documents, statements, or other instruments necessary to evidence Owner's compliance with such laws, ordinances, rules, or regulations.

13. Term and Termination. The term of this Agreement shall be for a minimum of sixty (60) months for each ATM subject of this Agreement. This Agreement shall automatically renew with respect to each ATM for additional twenty-four (24) month periods at the end of each respective sixty (60) month period and respective renewal period, unless terminated by either party giving the other party written notice of intent not to renew at least ninety (90) days prior to the expiration date of the original term or any renewal term. The above notwithstanding in the event of breach by Owner of any term of this Agreement or any Attachment hereto, this Agreement or this Agreement with respect to any ATM may be terminated by First American by written notice to Owner. From and after such effective termination date, Owner shall cease displaying all service marks, names, and symbols at all terminated Locations, and shall promptly return to First American, all forms of advertising materials, instructions and equipment (unless wholly purchased and fully paid). Owner's liability, including but not limited to, any discount charges, fees, and charge backs shall survive termination.

14. Termination Fee. In the event Owner terminates the Agreement prior to term or any renewal term, or breaches the Agreement, First American may at its option, assess a fee equal to the monthly and annual fees due throughout the unexpired term or renewal term. Any fee will be electronically debited via ACH. Payment of a cancellation fee does not constitute an election of remedies or exclusive remedy for First American, and First American may pursue other remedies for breach including damages.

15. Equipment and Associated Fees. First American agrees to provide to Owner and Owner agrees to purchase or lease equipment at the price designated in this Agreement ("Equipment"). Owner shall pay all taxes, installation, and shipping on the equipment. Prices quoted do not include applicable taxes. Owner further agrees to all terms and to pay all fees as provided in this Agreement. Owner shall be responsible for all expenses associated with all and mandatory upgrades in order to gain or continue access into regional and national networks.

The equipment is subject to a Manufacturer's Limited Warranty. The terms and conditions of such Manufacturer's Limited Warranty are outlined in the setup manuals provided by the manufacturer. Any second line maintenance expressly not covered by the manufacturer's warranty to keep the machine operational as identified hereinbelow will be the responsibility of Owner. To the extent not covered by the Manufacturer's Limited Warranty Owner will replace or repair any part of the ATM that has malfunctioned, including video screens, card readers, dispensing mechanisms, modems, receipt printer or any other operating hardware that is original manufacturer equipment. First American does not assume liability nor is First American responsible for first line maintenance, which includes, but is not limited to, cash replenishment, cash preparation or salekeeping, settlement, daily deposit pulls, deposit processing, site cleaning, installation or removal of the ATM, audits, inspections, insurance, video surveillance, alarms, replenishment of ribbons, receipt paper and other general supplies, checking/changing surveillance tapes, bulb replacement, filter maintenance and cleaning, cassette swaps, ATM balancing, general cleaning, phone lines and required power outlets. Owner agrees to provide any other services, support or hardware required to operate the ATM, including but not limited to, a dedicated phone line and RJ11 phone jack, and a dedicated 110 volt grounded electrical receptacle. First American does not act as lessor for the ATM and is not a party to any lease agreement. Any lease payments quoted are estimates. A leasing company contracted for leasing of the ATM will provide Owner with actual amounts for the lease payment. First American is not an agent for the leasing company and is not responsible for any actions, omissions, statements, agreements, or representations of the leasing company.

16. Bank Account Adjustment Fee. First American may charge to ATM Owner a fee not less than \$25.00 for a change of bank account for billing and/or settlement/adjustment.

17. Investigative Consumer Report. An Investigative Consumer Report or other similar report may be done in connection with this application. Owner authorizes First American or any credit bureau or any credit reporting agency employed by First American or any agent of First American to provide credit information and otherwise investigate any statements or data obtained from or about Owner or any of the principals of Owner for the purpose of evaluating the credit status of Owner or any principal of Owner. First American may utilize such information without liability to Owner. Execution of this Agreement does not guaranty that Owner or its principals will meet the credit standards, if any satisfactory to First American. First American may terminate this Agreement at any time for failure to maintain credit status satisfactory to First American.

18. Confidential Information. For the purposes of this Agreement, "Confidential Information" shall include all proprietary information supplied by either party to the other party following execution of this Agreement. The party receiving Confidential Information shall keep, and shall require its employees, agents, representatives, and consultants who are given access to Confidential Information, confidential. Neither party shall disclose Confidential Information to a third party or use it for its own benefit, except as expressly permitted in writing by the providing party or except as otherwise permitted or required to perform this Agreement.

19. Attorney Fees. In the event of any dispute arising out of or related to this Agreement, the prevailing party shall be entitled to payment of its reasonable attorney fees and expenses, including those incurred resolving the dispute, at trial, and on appeal as determined by the court.

20. Governing Law, Severability. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas. This Agreement is entered into and enforceable in Tarrant County, Texas. Venue for any dispute under this Agreement shall be in Tarrant County, Texas. Should any provision of this Agreement be held unenforceable or invalid under the laws of the United States of America or the State of Texas, or under any other applicable laws of any other jurisdiction, then the parties hereto agree that such provision shall be deemed modified for purposes of performance of this Agreement in such jurisdiction to the extent necessary to render it lawful and enforceable, or if such a modification is not possible without materially altering the intention of the parties hereto, then such provision shall be severed herefrom for purposes of performance of this Agreement in such jurisdiction. The validity of the remaining provisions of this Agreement shall not be affected by any such modification or severance, except that if any severance materially alters the intentions of the parties hereto as expressed herein (a modification being permitted only if there is no material alteration), then the parties hereto shall use their best reasonable efforts to agree to appropriate equitable amendments to this Agreement in light of such severance.

21. Amendment. Other than as provided in paragraph 4, this Agreement may be amended, modified, superseded or canceled, and any of the terms, provisions, covenants or conditions hereof may be waived, only by a written instrument executed by all parties hereto, or, in the case of a waiver, by the party waiving compliance. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the right to enforce the same. No waiver by any party of any condition contained in this Agreement, or of the breach of any term, provision or covenant contained in this Agreement, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or breach, or as a waiver of any other condition or of the breach of any other term, provision or covenant.

22. Assignment. The rights and obligations of Owner hereto may not be assigned without the prior written consent of First American. The rights and obligations of First American hereunder may be assigned by First American.

23. Indemnification. Owner does hereby indemnify and hold harmless First American from and against any claims, damages, actions, costs or expenses, including reasonable attorney fees and costs of court for any breach by Owner of any provision of this Agreement, or for any liability of First American to ATM users, other than as the result of the gross negligence or fraud of First American employees.

24. Notice. Except as otherwise provided herein, all notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given, if delivered personally given by teletype, facsimile, prepaid telex or telegram or mailed first class, postage prepaid, certified United States mail, return receipt requested, to the party to receive such notice, request, demand or communication at such party's address set forth herein; provided that, any party may change its address for notice by giving to the other party written notice of such change. Any notice given under this Section shall be effective (i) if delivered personally when delivered, (ii) if sent by teletype, facsimile, telex or telegram, upon sending, and (iii) if mailed, 48 hours after mailing.

25. Due Authorization. Owner represents and warrants that the execution and delivery of this Agreement has been duly authorized by all actions required under the terms of the provisions of its governing instruments and creates a legal, valid, and binding obligation of Owner.

26. Entire Agreement. This Agreement, together with the Attachments hereto, represents the entire understanding between Owner and First American with respect to the matters contained herein and may be amended only by an instrument in writing signed by the parties. There are no other representations or warranties, express or implied, other than those contained herein.