

Skyline Cash Systems, Inc.
ATM SITE LOCATION AGREEMENT

This Agreement is entered into this the _____, 2010, between Skyline Cash Systems, Inc (“Company”), and _____ (“Location”).

1. **Equipment.** Location agrees to place its own automated teller machine (“ATM”) in a mutually agreed location and identified on the “Merchant Application and ATM Operator Agreement”.
2. **Availability.** Location agrees that the ATM shall at all times remain available for use by Location’s customers during Location’s normal business hours during the term of this Agreement.
3. **Transaction Surcharges.** If Location is legally permitted to impose a transaction surcharge fee upon each transaction, Location authorizes Company to retain a fee of 0% of the gross monthly transaction surcharge fees collected from the ATM. The remaining 100% of surcharge revenues, net of the fee retained by Company will be disbursed monthly by Company on or before the 20th day of each calendar month following the calendar month in which the transactions occurred. Location may change the amount of the transaction fee in its sole discretion. Company reserves the right to change the portion of the transaction fee payable to Location upon providing Location with thirty (30) days written notice, provided such changes are directly related to any changes in costs or revenues incurred by or paid to Company for providing the transaction processing service.
4. **Processing Services.** Company agrees to provide, and Location agrees to utilize exclusively during the term of this Agreement, such data processing services as Company has selected to process all ATM transactions. Company may add, delete or change ATM network affiliations as it deems appropriate in its discretion. Location agrees to accurately complete, or has accurately completed all of the documentation as is reasonably required by Company to facilitate the implementation and delivery of such processing and other services. Certain electronic monitoring and remote programming services provided by Company may be offered to Location at an additional cost. Company may also provide for miscellaneous advertising or similar communication to ATM users through the ATM and may retain all revenues from such ancillary functions.
5. **Inventory Requirements.** Location shall inventory an adequate supply of paper and ribbons at the Location; these supplies are available from Company at a cost to Location. Location shall keep sufficient amounts of cash in the ATM at all times during Location’s normal business hours.
6. **Phone and Electrical Requirements.** Location shall, at its expense, provide and maintain a dedicated business dial-up telephone line and one (1) dedicated operating electrical power outlet (110V) both within 2 feet of the ATM site. Location shall pay for monthly charges incurred in connection with such telephone line and electrical power usage.
7. **Exclusivity.** Location shall not permit the removal of the ATM from the premises, nor allow the placement of any other ATMs on the Premises (whether inside or outside), nor subscribe to any other data processing service for processing ATM transactions during the term of this Agreement, except as may be approved by Company in writing.
8. **Property Ownership or Lease Term.** Location represents and warrants that it is the owner or the Premises or that it holds a lease or option to renew the lease for the Premises of equal or greater length than the initial 5-year term of this Agreement.
9. **Equipment Relocation.** In the event Location transfers or moves its business from the Premises, Location shall notify Company not less than thirty (30) days prior to any such event. In such event, this Agreement shall be automatically deemed amended to apply to Location’s new Premises for the remaining term of this Agreement. The ATM shall be placed in a mutually agreed upon indoor location.
10. **Adjustments.** Under current rules and regulations, an ATM owner is not liable for adjustments due to fraudulent ATM transaction which occur without the authorization of the cardholder or the knowledge of the ATM owner. Transactions disputes are handled by the networks and the data processor; a nominal administrative fee may be assessed to an ATM owner by a network and/or processor in connection with 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 Location’s clearing account or may offset and reduce any transaction fees due to Locations pursuant to Sections 3 of this agreement. If Location 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, Company will diligently assist Location to resolve the transaction dispute and obtain a reversal of an erroneous adjustment. Any other amounts owed by Location to Company may be offset against transaction fees due to Location.
11. **Term.** This Agreement shall be for a term of five (5) years from the date of installation, unless amended or terminated by written agreement signed by both Company and Location or terminated as set forth below. This Agreement will automatically renew for a successive three (3) year period at the end of the initial term of this Agreement and at the end of each renewal term until the Agreement is terminated by either party giving written notice of termination to the other party at least thirty (30) calendar days before the end of the Initial Term or before the end of any renewal thereof. Should this Agreement be terminated or breached prior to the end of the Initial Term by Location, Location agrees to pay a one time termination fee equal to the number of months remaining on the initial term at the rate of \$100.00 per month. This fee will be deducted via ACH debit at the time termination is determined. Unless a written notice of termination is received, ATM inactivity for a period of 30 days will constitute Location’s termination of this Agreement.

12. **Termination Notice.** Either party may terminate this Agreement, effective thirty (30) days after giving written notice of intent to terminate, upon the occurrence of a material breach provided that such breach continues for thirty (30) days after notice of such breach. All notices hereunder shall be in writing and shall be deemed given upon personal delivery or upon deposit in the U.S. mail, first class postage fully prepaid, return receipt requested, addressed to Company and Location at their respective addresses as listed below. Any party may change its address for notice in accordance with the terms of this section. Upon any termination of this Agreement, all monies owing by Location to Company or by Company to Location together with any and all interest accrued and unpaid thereon, shall be due and payable at the time of termination.
13. **Attorney 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 the trial and in any appellate or bankruptcy proceeding. Location agrees to pay all costs of collection for sums due to Company under this Agreement, including attorney fees, whether or not suit or action is commenced.
14. **Relationship of Parties.** Location understands and agrees that Company is not an agent of any lessor of the ATM, that Company has no authority to act on behalf of or for any lessor, and that Company is not authorized to waive or alter any term or condition of any lease for the ATM. Company is providing its services only as an independent contractor. Company does not undertake by this Agreement or otherwise to perform any obligation of Location, whether regulatory or contractual.
15. **Disclaimer of Warranties.** EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, LOCATION 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 INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR INDIRECT DAMAGES THAT LOCATION MAY INCUR. COMPANY'S SOLE LIABILITY TO LOCATION HEREUNDER, EXCEPT AS OTHERWISE PROVIDED, SHALL BE TO REMEDY ANY BREACH OF THIS AGREEMENT IN A TIMELY MANNER.
16. **Assignment.** Location shall not assign or in any way dispose of all or any part of its rights or obligations under this Agreement without the prior written consent of Company.
17. **Waiver.** A waiver by either party of a breach of any provision of this Agreement shall not constitute a waiver of that party's rights to otherwise demand strict compliance with this Agreement and any and all provisions hereof.
18. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties hereto. There are no other promises, representations, term, conditions or obligations other than those contained herein. This agreement supersedes all prior communications, representations or agreements, oral or written, between the parties and shall not be modified except in writing signed by both parties. Location hereby acknowledges that sales representatives affiliated with Company are not authorized to make or approve any additions to, deletions from or alterations of the printed provisions of this Agreement, or to terminate this Agreement, and that no such addition, deletion, alteration or termination shall be valid or binding on Company unless in writing and signed by an officer of Company. Any purported amendment, modification or termination of this Agreement which is oral, or which is in writing but not signed by both Location and an officer of Company, shall be void and of no effect whatsoever.
19. **Controlling Law.** This Agreement shall be construed, interpreted and enforced in accordance with the laws of Utah. The jurisdiction and venue for any legal proceeding to interpret or enforce this Agreement shall be in Utah.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Agreement.

AGENT

LOCATION

(Agent Signature)

(Location's Legal Name)

Skyline Cash Systems, Inc
7775 So. Allen St. Midvale, UT 84047

(Address)

By: _____
Authorized Officer

By: _____ Date: _____

Date: _____

Printed Name: _____ Title: _____