

ATM PROCESSING AGREEMENT

This Agreement is made this the _____ day of _____, 2013, by and between _____, the ATM owner, individually and as a officer of _____ hereinafter referred to as "Owner", and Amer-e-com Digital Corporation, a Florida Corporation, d/b/a First National ATM, located at 8054 Washington St., Suite 169, Port Richey, FL 34668, hereinafter referred to as "ADC",

WHEREAS, ADC is a registered ISO sponsored by Meta Bank, and other financial institutions, for credit and ATM debit card transactions, hereinafter referred to as "Sponsor" and,

WHEREAS, ADC has the ability to offer ATM, Credit Card processing and other services to Owner through its affiliate relationship with Sponsor and transaction processors, and Owner is desirous of engaging ADC for such services described herein, NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, ADC and Owner do hereby agree as follows:

1. **NOTICES:** Notices to either party shall be delivered when mailed registered by certified mail, return receipt requested, to the address below, or such other address specified by each of the parties from time to time.

If to Owner:

If to Operator:

Amer-e-com Digital Corporation
8054 Washington St., Ste 169
Port Richey, FL 34667
(727) 815-8515

2. **AUTOMATED TELLER MACHINE PROCESSING:** ADC agrees to provide to Owner twenty-four (24) Hour, Three Hundred sixty-five (365) Day per Year access to ATM processing for ATM machine(s) listed by serial number(s) in Exhibit "A" attached hereto and incorporated by reference herein, except when maintenance is necessary or when events beyond the control of ADC occur. Owner acknowledges that ADC will provide such processing services through its affiliate relationship with Processor(s), and that Owner hereby agrees to use ADC as Owner's exclusive provider for such ATM processing services for said ATM machines for the term of this Agreement. ADC shall reserve the right to utilize other processor(s) to perform identical functions.
3. **NETWORK AVAILABILITY:** ADC will make available, to Owner, through ADC's Processor, the following Credit Card and ATM Debit Card Networks for processing on Owner's ATM machines listed in Exhibit "A" attached hereto, and incorporated by reference herein: Plus, Cirrus, STAR, Pulse, NYCE, Discover, American Express and other regional networks.
4. **SETTLEMENT:** ADC processors will facilitate the transfer of funds via the ACH network for Owner's ATM(s) using the Automated Clearing House (ACH). If Owner provides cash replenishment, Owner shall be responsible for terminal balancing on a periodic basis. ADC maintains daily transaction data to assist in this process. In accordance with Regulation E and NACHA rules, requests for adjustments of transaction amounts may not be made more than ninety (90) days from the transaction date.
5. **INCOME:** Owner shall be entitled to the income generated by Owner's ATMs as set forth in "Table 1", subject to the provisions of paragraph 6. ADC shall pay ATM location's surcharge daily, depositing it directly into a bank account identified by the Owner, per network guidelines. In the event the Processor Networks reduce their interchange rates, ADC reserves the right to reduce owner income to offset any interchange reductions.

TABLE 1			
ATM TERMINAL SURCHARGE		\$ _____	initials _____
PROCESSING FEE PER TRANSACTION	(Minus)	\$ _____	initials _____
MAINTENANCE FEE PER TRANSACTION	(Minus)	\$ _____	Initials _____
NET INCOME TO OWNER PER TRANSACTION		\$ _____	initials _____

6. **ATM TERMINAL OPERATION RULES:** Owner agrees to follow all network, processor and sponsor bank rules, as well as all applicable laws and regulations governing the operation of ATM machines.
 - a. Owner agrees that at all times the ATM machines processed under this agreement will exclusively display signage provided by ADC. Such signage shall include the most current sticker showing ADC as the processor and operator of the terminal, as well as the name of the sponsoring financial institution. Owner understands and agrees that due to strict network regulations no signage, other than that provided by ADC, shall be affixed to ATMs being processed by ADC, regardless of who owns the terminal.
 - b. If requested by ADC or Sponsor, Owner take whatever action is necessary, or perform any task requested to comply with changes to Network Operating Rules (hereinafter called "Rules"), and the ATM Processing Agreement terms. Failure to provide such services upon request may result in Owner's ATM being disconnected from the processing networks, and any monies due being withheld until compliance is achieved.

- c. Owner agrees to ensure that all personnel with access to the insides of the ATM, i.e. maintenance and cash stocking personnel, have been properly screened to prevent fraud.
 - d. Owner understands and agrees that any fines levied by ADC's sponsor bank, transaction processor, or any network such as Plus, Cirrus, etc., due to Owners ATM machines noncompliance with regulations or for any other reason whatsoever, will be borne by the Owner. It is the Owners sole responsibility to be familiar with network regulations governing ATM operation. ADC will make every effort to provide the Owner with regulation provisions and proposed changes, but has no specific responsibility to do so.
 - e. Owner understands and agrees that should any network reduce it's interchange rates payable to ADC, that a reduction may be made to the Owner's portion of surcharge, and retained by ADC, to cover it's costs of providing processing services.
7. **TERM:** The initial term of this Agreement shall be for a minimum period of Five (5) years starting on the date of ATM installation or this agreement, whichever is later, and shall automatically renew for additional Five (5) year periods unless terminated by either party by giving the other party written notice within a ninety (90) day period of the expiration date of the initial term or any renewal thereof. ADC reserves the right to terminate this agreement, at its discretion, with 30 days notice.
 8. **CONFIDENTIAL INFORMATION:** ADC agrees not to disclose any confidential information about Owner, including but not limited to, banking information, social security or tax ID numbers or any other information that may be deemed confidential and that Owner notifies ADC in writing as to such confidentiality, except as required by law or by court order, and Owner agrees not to disclose any confidential information about ADC, including but not limited to, pricing, advertising, marketing, sales methods, sales materials, contracts, ATM locations, banking information, trade secrets and any other information that ADC may from time to time inform Owner in writing of such confidential information or material, except as required by law or court order.
 9. **OTHER SERVICES – OPERATIONS AND ADMINISTRATION:** ADC will use whatever resources and personnel it has available to ensure the continuous operation of Owner's ATMs. ADC will provide a toll free service line to be used by Owner or Owner's employees in the event of equipment or service problems. ADC agrees to provide training to Owner or Owner's employees in daily ATM terminal balancing and first line service at no cost to Owner.
 10. **SUCCESSORS AND ASSIGNS:** This Agreement may be assigned under the same terms and conditions contained herein by either ADC or Owner upon Thirty (30) days notice in writing by the assigning party to the other party, and this Agreement shall inure to the benefit of and be binding upon the parties named herein and their respective heirs, executors, administrators, successors and assigns.
 11. **SEVERABILITY:** If any Court holds any portion of this Agreement illegal, unenforceable, void, or voidable, each of the remaining terms hereof shall nevertheless remain in full force and effect as a separate contract. This Agreement shall be deemed modified and amended to the extent necessary to render it valid and enforceable. To that end, the parties further agree to replace any void or unenforceable provisions of this Agreement with a valid and enforceable provision that will achieve, to the fullest extent possible, the economic, business and other purposes of any void or unenforceable provision.
 12. **LIQUIDATED DAMAGES:** In the event of a termination of the Processing Agreement prior to the term outlined in section 7, Processor shall then be entitled to liquidated damages to be paid by the Owner under the terms of this agreement equal to revenue per transaction of \$0.35 cents multiplied by the average monthly transaction volume for the proceeding twelve (12) months, or such lesser periods of time, if applicable, or actual ADC losses, whichever is greater. This resulting monthly figure shall then be multiplied by the number of months or fractions thereof remaining under the terms of the agreement. The parties agree this is reasonable in recognition of all possible future scenarios, and agree to be bound by this amount without any reduction whatsoever.
 13. **OBLIGATIONS OF THE PARTIES:** The parties hereto agree that each will use its best efforts to comply with all applicable federal, state, and local laws, ordinances, Rules and regulations of the Networks and any provider of an affiliated service under this Agreement. Each party agrees that, at the request of the other, he or she will execute and deliver any instrument, furnish any information, or perform any other act reasonably necessary to carry out the provisions of this agreement.
 14. **PERSONAL GUARANTY AND GUARANTORS:** Any individual signing this Agreement on behalf of Owner as a personal guarantor of Owner ("Guarantor(s)") hereby unconditionally and irrevocably guarantees to ADC the full and faithful performance and payment by Owner of any obligations or damages arising from Owner's breach of this Agreement, including, without limitation, payment of all sums due and owing, as well as those associated with enforcement of this personal guaranty, whether prior or subsequent to termination of this Agreement ("Guaranty"). This Guaranty is a continuing guaranty and shall remain in full force and effect until such time as all of the Guarantor Obligations have been paid, performed and/or satisfied in full.
 15. **INDEMNITY:** Owner agrees to indemnify, defend, and hold harmless ADC and Sponsor and their respective officers, directors, employees, agents and permitted assigns, from and against any loss, liability, action, proceeding, damage, penalty, claim or expense (including administrative costs and expenses, attorneys' fees and costs of defense) suffered or incurred, directly or indirectly, by any of them as a result of (a) any action, inaction, negligence or fraud by Owner or any of its officers, directors, agents or employees; (b) any warranty or representation made by Owner or any of its officers, directors, agents or employees to ADC being false or misleading; (c) any representation or warranty made by Owner or any of its officers, directors, agents or employees to any third person other than as specifically authorized by this Agreement; or (d) any failure by Owner or any of its officers, directors, agents or employees to fully comply with the Rules or perform its obligations under this Agreement.
 16. **NOTICES:** All notices, requests demands and other communications pursuant to this Agreement shall be deemed to have been duly given if they are delivered by hand or mailed with postage prepaid, return receipt requested to the address of the parties hereto.
 17. **MINIMUMS:** ADC reserves the right to impose a fee of \$19.95 per month for ATMs that fall below a minimum transaction threshold of 99 transactions in any given month.
 18. **CAPTION HEADINGS:** The headings to the Sections of this Agreement are inserted for references only, and are not to be construed as limiting or extending the provisions hereof.
 19. **MISCELLANEOUS:** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida, both substantive and remedial, with exclusive venue in Pasco County, Florida. No provision of this Agreement shall be construed against a party because of draftsmanship of such provision, it being agreed that this Agreement has been fully negotiated by the parties and such parties have had full and complete opportunity to consult with legal counsel. The parties further agree that a facsimile or electronic copy of this agreement will have the same validity as an original copy of this agreement.

20. LIMITATION OF LIABILITY: Except for facilitating the process of funds transferring between the parties accounts accurately, ADC's liability, if any, arising out of or related to its performance under this Agreement, including but limited to liability for authorizing or failing to authorize transaction charges on behalf of Owner's customers, shall be limited to general money damages in an amount not to exceed the total transaction charges collected by ADC hereunder during the six (6) months immediately preceding the date upon which the Owner's claim for such damage arose. Such general damages shall be the exclusive remedy of Owner and ADC shall have no liability for special, incidental, or consequential damages or sums paid by Owner to third parties. Owner and ADC agree that damage limitation provisions herein are reasonable in light of all present and predictable circumstances, including but not limited to the amount of fees charged by ADC under this Agreement and the possible amount of actual damages to Owner. No action arising out of this agreement may be brought by either party more than one year after the action has occurred. In the event that ADC is required to appear in, or is made a defendant in, any legal action with respect to the cash dispensing services, Owner shall indemnify and hold ADC harmless from all loss, liability and expense, except for any loss, liability or expense arising out of ADC's own lack of reasonable care, in which case ADC's liability shall be limited as provided above. Owner agrees that ADC will not be liable for any loss, expense or cost incurred by Owner, customers or any persons or entity as a result of any cause beyond the reasonable control of ADC including but not limited to, theft, weather and all other Acts of God, war, fire, explosions, power failures, Government priorities, labor stoppages, supplier failure or delay, civil disorder, or breakdown or malfunction of machinery, transportation facilities or other equipment or any nature. ADC's performance shall be excused during the time of any such event, but ADC shall use its best efforts to limit the duration of any such delay. . In the event either party initiates a proceeding to interpret or enforce this Agreement or any of its terms or conditions, the prevailing party shall be entitled to recover reasonable costs and attorney's fees.

ADC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ITS SERVICES, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT. NO ORAL OR WRITTEN REPRESENTATION OR STATEMENTS MADE BY ADC OR ANY OF ITS AGENTS OR EMPLOYEES INCLUDING, BUT NOT LIMITED TO, ANY SPECIFICATIONS, DESCRIPTIONS OR STATEMENTS CONTAINED IN USER GUIDE PROVIDED TO OWNER, SHALL BE BINDING UPON ADC AS A WARRANTY PROMISE OR PERFORMANCE UNLESS EXPRESSLY CONTAINED IN THIS AGREEMENT.

21. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof, and may not be changed orally, but only by written instrument signed by an authorized officer of each party. This Agreement is not binding upon ADC until signed by a corporate officer of ADC.

The parties hereto, intending to be legally bound by this agreement, affix their signatures and the date set forth by each signature.

Print name & title

Federal Tax ID #

Signed individually and as an authorized representative of any company requesting services from Amer-e-com

Rick Westenberger, President
First National ATM
A division of Amer-e-com Digital Corp.

_____, 2013

_____, 2013

EXHIBIT A

1. Location: _____

ATM Serial Number: _____

2. Location: _____

ATM Serial Number: _____

3. Location: _____

ATM Serial Number: _____

4. Location: _____

ATM Serial Number: _____

The Owner agrees that when ADC provides ATM transaction processing for any ATM, the ATM becomes part of this agreement as if it were listed in this exhibit, and is subject to all provisions of this agreement.