

ACH AND PROCESSING AGREEMENT

THIS AGREEMENT made as of _____ (“Effective Date”) between Phoenix Cardnet, INC., located at 13170 SW 128th Street, STE #103, Miami Florida 33186. (“COMPANY”) and ATM operator (Customer) as indicated in the box below:

(“ATM operator Customer”)

Business Name: _____ Federal Tax ID / EIN : _____
 Fictitious Name / DBA: _____ Physical Address of ATM: _____
 Authorized Representative: _____ Title: _____ SS# _____
 DOB: _____
 Mailing Address: _____
 Telephone: _____ Fax: _____ Mobile Phone: _____ Email _____

COMPANY and ATM operator(or customer) may be described collectively as the “Parties.” **WHEREAS**, the Parties hereby agreed as follows:

1. Terminal ID :

ATM Manufacture	Model	S/N
ATM Owner name:	Cash Provider name:	
Email	email	

2. ACH :the undersigned Principal /Owner (ATM operator) hereby authorizes Phoenix Cardnet, INC or its third party processor, to initiate as licensed ACH transfer entries (credits and debits) for ATM vault of cash (by processor), daily and monthly surcharge profits, adjustments, service, error corrections and outstanding balances The undersigned accepts responsibility for an anti-money laundering laws and regulations , background and credit checks and reviews as needed to comply with any and laws and regulations and also warrants and represents to Phoenix Cardnet to be an authorized signatory on the accounts referenced above and all the information regarding the account and the account holder is true and correct. ATM operator further warrants to attend the ATM properly, prevent any practices that might violate card holder privacy or safety. Inspect and report any foreign devices attached to ATM. Inspect and report any surveillance that might be directed to illegally obtain card data or pin. Report to company any activity of illegal use of ATM for the purpose of selling illegal items or money laundering. Any counterpart of this form shall be treated as original.

Vault cash /Bank Name:	Bank Routing	Bank Account
Surcharge/ bank name:	Bank Routing	Bank Account

3. Representations and Warranties of the Parties. The Parties hereby represents and warrants to each other that:

- A. This Agreement is legal, valid and binding obligation, enforceable against the Parties in accordance with the terms hereof;
- B. Compensation: subject to changes, according to network interchange compensations or fees, and to reporting capabilities available to company.**

a) This Section sets forth the exclusive arrangement pursuant to which ATM operator/Customer will be compensated under this Agreement.
b) Surcharge is in the amount of \$ _____ . Future changes shall be communicated with and agreed by company.
c) ATM operator/Customer’s share is \$ _____ / per Domestic surcharge transaction.
d) Third party Share \$ _____ / _____
e) All Network future negative changes that might affect compensation shall pass by company to the under signed customer in good faith estimate and within available accounting tools and customer ATM operator shall accept such changes.

- C. ATM operator expressly acknowledges and agrees that ATM operator is not entitled to the reimbursement of any costs and/or expenses incurred and/or paid by ATM operator in connection with the Services and/or the performance of its duties and obligations under this Agreement, unless such reimbursement is pre-approved in writing by COMPANY.
- D. The execution and performance of obligations under this Agreement will not contravene any applicable law to which it is subject and will not contravene any material instrument by which it is bound;
- E. The Parties have full power and authority to execute and deliver this Agreement and to perform obligations under the provisions of this Agreement.

- F. This agreement establishes new business understanding and shall replace any previous ACH or processing agreement, terms or conditions for any and all other ATM terminals, without affecting compensations or Vault cash arrangements. No service or repair arrangements or presentation is made unless specifically stated, signed and communicated.
- G. Parties shall provide each other, upon request with any additional documentation or information required to fulfill this ACH: agreement.
- H. Nothing in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, joint venture, franchise, partnership, association or other legal relationship between the parties, and under no circumstances shall either party be deemed or construed to be acting as broker, agent or representative of the other Party, as these terms are defined or construed under applicable law.
- I. Throughout the Term of this Agreement, the Parties shall obtain and maintain any and all licenses, certifications, registrations or other necessary credentials that are required by any applicable laws, rules, regulations or ordinances to perform the Services contemplated under this Agreement. The above necessary credentials shall be made available for review upon reasonable request by either Party.
- J. Neither party shall have the authority to bind the other party in any manner and/or form by any statement(s), promise(s) or representation(s), including the authority to incur any indebtedness on behalf of the other.

K. **Term and Termination:**

- a. ACH and processing agreement terms and conditions shall survive and supersede any other agreement terms or conditions initiated by company or by any third party agent or service provider.
- b. ACH and processing arrangements terminates automatically without further obligations after both parties satisfy the termination or expiration of all and any other binding service agreement.
- c. If no other service agreement is signed, Then Company may terminate this agreement at its sole discretion, at any time without further liability or obligations 48 hours after communicating such decision through email or any other method of communication to the listed ATM operator address. All due funds to customer shall be properly settled as usual.
- d. ATM operator assumes responsibility of any and all network or third party claims, fees, hardware noncompliance penalties or fees. Such fees shall be deducted from the ATM operating account, in the same value affected company's operating account. Any claims or disputes by ATM operator shall be directed against the original third party initiated such fees.

L. **Confidential Information.**

- o During the Term of this Agreement, ATM operator Customer will be given access to Confidential Information of COMPANY .ATM operator agrees to hold in confidence and avoid any and all unauthorized disclosure or use of (directly or indirectly) such information and to return or destroy any and all such information at the end of this agreement at its own expense.
- o COMPANY shall have the right to monitor and oversee the ATM operator Customer's compliance with the requirements set forth herein, through any reasonable monitoring method or device selected by COMPANY.
- o ATM operator Customer acknowledges that COMPANY would suffer irreparable damage(s) in the event of any actual or threatened breach of the provisions of this Section and that damages at law would be inadequate. Accordingly, in such event, COMPANY shall be entitled to seek and obtain preliminary injunctive relief, as well as any other applicable remedies at law, or those otherwise provided for in this Agreement, including, but not limited to, reimbursement of any and all legal costs that COMPANY may spend in pursuing such breach or inequity against ATM operator Customer.

M. **Limitation of Liability.**

- a. COMPANY WILL NOT BE LIABLE TO ANY PERSON OR ENTITY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH PARTY HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION SHALL NOT APPLY TO DAMAGES ARISING FROM OR RELATED TO (A) GROSS NEGLIGENCE, BAD FAITH OR WILLFUL MISCONDUCT, (B) BREACH OF THE CONFIDENTIALITY OBLIGATIONS.

- Location/ Customer: _____
- Address:_____
- Authorized principal Name: _____
- Signature _____
- Date:_____

Note:

Attach Void check for Vault Cash (and another Void Check for surcharge if different)