



ATM Placement Agreement between ATM EXPRESS and

CUSTOMER date _____

Customer's Full Legal Name			
Customer's Address (Head Office)			
City	Province	Postal Code	Phone
Contact Name / Title			Fax

ATM TERMINAL DETAILS

Model	Serial Number	Price:
Location Address:		
Surcharge Amount \$	Customer Part \$	ATM Express Part \$

DEPOSIT INFORMATION

(Attach a VOID Check of bank signatories, and a copy of drivers license)

Name of Bank	Bank Address		
Account Name	Account Number	Bank Number	Transit Number
Bank Contact Name	Bank Phone Number		

All the changes of the deposit information are subject to a charge of \$ 50.00

CUSTOMER

The undersigned acknowledges having read the entire agreement and accepts the terms and conditions including those on the reverse hereof. ATM EXPRESS is hereby authorized to periodically draw from the bank account specified in the deposit information section and/or as outlined on the attached void check to cover amounts due under this agreement.

Customer's Full Legal Name		Date
Each of the undersigned affirms that they are duly authorized to execute this Agreement on behalf of the Customer		
Authorized Signature	Name/Title	Drivers License or SIN #
Authorized Signature	Name/Title	Drivers License or SIN #

ATM EXPRESS Representative

Authorized Signature	Name	Phone
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This agreement shall not become binding upon ATM EXPRESS until accepted as follows:

ATM EXPRESS		
Authorized Signature	Name/Title	Date of ATM EXPRESS Acceptance

Les Parties ont expressément convenu que ce contrat de même que tous les documents s'y rattachant soient rédigés en anglais seulement

ATM TERMINAL PLACEMENT AGREEMENT

1. There is constructed on the Lands, a building (the "Store")
2. The Customer wishes ATM EXPRESS to install and operate an Automated Teller Machine (the ("ATM") in the Store for the purpose of performing certain banking functions including process Interac direct payment transactions, as such ATM may from time to time be capable of performing;
3. The Customer is prepared to permit ATM EXPRESS to utilize a certain area of the Store to place ATM;
4. The Customer and ATM EXPRESS agree to surcharge all approved Interac transactions as outlined in this Agreement.

NOW THEREFORE in consideration of the fees paid and the mutual agreements herein contained, the parties agree as follows:

1. The Customer does grant unto ATM EXPRESS an exclusive license to install and operate a ATM in the Store, in an area containing approximately one square foot (the "Premises") for the ATM.
2. This Agreement will be for a term of five (5) years, commencing on the date of the first ATM transaction and expiring five (5) years from such date (the "Initial Term"). The Initial Term shall renew automatically for two successive additional periods of five (5) years each upon the same terms and conditions as are set forth herein including the fee unless terminated earlier pursuant to this Agreement or cancelled by written notice by Customer or ATM EXPRESS ninety days prior to the end of the Initial Term or any renewal term. The Customer agrees that after the completion of the Initial Term or any renewal term and within twelve months thereafter, Customer receives a bona fide offer from another company (the "Offer") to provide similar services in the Store, the Customer shall give prompt written notice to ATM EXPRESS of the Offer including a copy of such Offer. ATM EXPRESS shall have exercise the right of first refusal to enter into an agreement with Customer upon the same terms and conditions as the Offer. ATM EXPRESS shall exercise the right of first refusal by giving Customer notice no later than 30 days after receipt by ATM EXPRESS of the Offer from the Customer.
3. ATM EXPRESS shall have the right to terminate this Agreement on seven (7) days prior notice, if the surchargeable transaction volume is less than three hundred (300) transactions per calendar month. Delay or failure of ATM EXPRESS to exercise this removal right shall not be deemed a waiver of such right. However, if Customer shall object to the removal of the ATM pursuant to this section or if ATM EXPRESS shall otherwise be prevented from exercising its rights to remove the ATM or at ATM EXPRESS discretion, Customer hereby agrees that the surcharge revenue for the first two hundred and twenty five (225) transactions per calendar months will be paid to ATM EXPRESS;
4. The Customer agrees that:
 - (a) it will provide free and uninterrupted access to the Premises and the ATM during the hours that the Store is open for business in order to allow the operation thereof;
 - (b) it will provide heat at a temperature not to fall below 10 degrees Celsius and not to exceed 39.6 degrees Celsius, light, electrical power, convenient access to telephone conduit and electrical panel and routine janitorial service at the Premises;
 - (c) during the Initial Term or any renewal thereof, not to permit (by way of lease, sublease, assignment of lease, license or otherwise) any part of the Lands, Store or structure on the Lands including any extensions or additions to such Lands, Store or structures from time to time other than space licensed to ATM EXPRESS to be occupied by any bank, trust company or other firm or corporation which in any way performs processing of Interac direct payment functions for the public or otherwise, and not to permit or suffer except by ATM EXPRESS the installation, placing or use on such Lands, Store or structures (including any extensions or additions to such Lands, Store or structures from time to time) or any part thereof of any automatic machine of whatsoever nature the purpose of which is to provide or advertise any banking service of any kind whatsoever;
 - (d) it will provide structural support required to accommodate the ATM, estimated to be 6 pounds per ATM;
 - (e) It will provide assistance to cardholders, if required;
 - (f) It will ensure that a staff member will follow any telephone instructions issued by ATM EXPRESS technicians (i.e. paper jam, receipt printer failure) including without limitation resenting ATM errors;
 - (g) It will be responsible to change the receipt paper and pay for the cost of the receipt paper in the ATM;
 - (h) It will obtain and maintain in effect throughout the Initial Term and any renewal thereof upon such conditions and in such amounts as would be maintained by a prudent owner of a similar property, fire and extended perils or "all risk" insurance coverage on all real and personal property including the ATM, and public liability and property damage insurance. The Customer shall obtain a waiver of subrogation rights which its insurer would have against ATM EXPRESS or any party for whom ATM EXPRESS is in law responsible, and hereby releases ATM EXPRESS, its agents, employees or representatives from any and all liability covered by insured perils. ATM EXPRESS shall be named as an additional insurer on such policies;
 - (i) In the event of an assignment, closure or transfer of the Customer's business or the Store, whether by default of the Customer's lease, franchise agreement, mortgage, security agreement or otherwise, (a "Transfer") the Customer shall without delay provide notice to ATM EXPRESS of such Transfer including its anticipated effective date. ATM EXPRESS shall thereupon, have the option at ATM EXPRESS's discretion of:
 - entering into an agreement with the transferee on the same terms and conditions as contained herein, or
 - terminating this agreement. Should ATM EXPRESS elect to terminate as aforesaid, it shall be entitled to remove the ATM forthwith, without hindrance or delay;
 - (j) the Customer agrees that the terms and conditions of this Agreement shall be kept in strict confidence by the Customer and shall not be disclosed to any third party without the prior written consent of ATM EXPRESS;
 - (k) it will be financially responsible for any service, maintenance and repair of the ATM caused by vandalism, electrical problems, phone line problems, Customer's negligence, willful misconduct or failure to comply with ATM EXPRESS's telephone instructions, the terms of this Agreement, operating instruction;
 - (l) it will pay for the telephone and electrical costs associated with the ATM;
 - (m) it will immediately notify ATM EXPRESS via phone if the ATM is not operational;
 - (n) all ATM transactions will be exclusively processed by ATM EXPRESS.;
5. ATM EXPRESS agrees that:
 - (a) it will install the ATM in the Premises;
 - (b) it will obtain all necessary permits required by any municipal by-laws or other governmental authority with respect to the installation of the ATM and to abide by all applicable rules and regulations issued by federal, provincial or municipal boards or commissions;
 - (c) it will provide door decal and an instore poster to promote the ATM at the Premises;
 - (d) it will train Customer on the date the ATM is installed with respect to the functionality of the ATM including error recovery and balancing procedures;
6. The parties hereto acknowledge and agree as follows:
 - (a) if required, the Customer shall, at its cost, prepare the Premises for the installation of the ATM;
 - (b) the ATM shall in no way constitute a fixture or improvement to real property and accordingly may be removed, replaced, upgraded, repaired or maintained at any time and from time to time by ATM EXPRESS during the Initial Term or any renewal term hereof. The Customer shall obtain from any owner or landlord of the Lands or Store or any other person who has an interest in the Lands or the Store, an acknowledgment that the ATM is not a fixture or improvement to real property. **The ATM shall at all times remain the sole and exclusive personal property of ATM EXPRESS. This Agreement is not and shall not under any circumstances be construed as an equipment lease and the Customer has no claim, right, or other interest, leasehold or otherwise, in the ATM.** In the event the Customer finds it necessary to relocate the ATM due to renovations or alterations to the Store, the ATM may be relocated to a location acceptable to ATM EXPRESS at the Customer's cost;
 - (c) The Customer covenants and warrants that it has obtained all necessary consents and approval or it has the right to enter into this Agreement and that this Agreement is valid, legally binding and enforceable against Customer;
 - (d) The Customer acknowledges that the operation of the ATM may be disrupted and that ATM EXPRESS shall not be liable for any loss or damage of any kind whatsoever arising as a result of such disruption. In no event shall ATM EXPRESS be liable to Customer for any special, indirect or consequential damages even if ATM EXPRESS has been advised of the possibility thereof, including but not limited to lost profits, lost revenues, other commercial or economic losses of any kind or any claim or demand against the Customer by a third party. The Customer agrees to defend, indemnify and hold harmless ATM EXPRESS, its successors, assigns, directors, officers, merchants, agents and employees and (collectively, the "ATM EXPRESS Parties") against all actions, suits, claims, proceedings, losses, damages, charges, liabilities, expenses and cost, including, without limitation, reasonable legal fees and expenses (collectively, the "Indemnified Amounts"), in any way arising out of or related to any acts or omissions, negligent, willful or otherwise, of the Customers, its employees, agents, customers or invitees or the Customer's failure to comply in every respect with its obligations herein.

- (e) This Agreement shall be govern by and interpreted in accordance with the laws of the Province in which the ATM is installed;
- (f) Any notice, document or other communication required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand or by courier to the addresses above, or to such other addresses as either party may in writing advise;
- (g) ATM EXPRESS in its sole discretion may change the surcharge amount at any time and from time to time;
7. This Agreement is conditional upon the approval of ATM EXPRESS's senior management and the completion of ATM EXPRESS of any analysis of the potential transaction volume at the Premises satisfactory to ATM EXPRESS in its sole discretion.
8. Customer acknowledges a receipt of a true copy of this Agreement and waives, to the extent permitted by applicable law, all rights to receive copies of financing statements, financing change statements, verification statements or copies of other notices or filings made by ATM EXPRESS at any time in connection with such security interest.
9. In the event (i) Customer files a petition for relief under the Bankruptcy and Insolvency Act (Canada) or the Companies' Creditors Arrangement Act (Canada), or for the appointment of a receiver of any part of its assets or property, or any involuntary petition in bankruptcy or receivership proceeding is filed against Customer, or Customer should make a general assignment for the benefit of creditors, suspend business, become insolvent, or any attachment or execution is levied or taxed or other lien is filed against Customer's property, (ii) Customer shall close the Store, substantially reduce the hours of operation of the Store, or the condition of Customer's affairs or of the Store shall change so as to, in ATM EXPRESS's sole opinion, increase the business risk involved in connection with this Agreement, or cause a reduction in the number of transactions occurring at the ATM in such Store, (iii) ATM EXPRESS's network agreements change, (iv) an ATM deployed hereunder does not generate 300 surchargeable transactions during any given calendar months, (v) any statute, rule, regulation or law is passed or amended which, in ATM EXPRESS's sole opinion, makes ATM EXPRESS's performance hereunder less profitable or impossible, or such performance or the assessment of a transaction surcharge or other usage fee is prohibited or is otherwise in violation of any statute, rule, regulation, law, or amendment thereto, (vi) Customer in any way breaches this Agreement, or (vii) ATM EXPRESS should determine, in its sole discretion that the number of transactions occurring at the Store or any other factor results in a finding that in ATM EXPRESS's opinion it does not merit the retention of an ATM at the Store, ATM EXPRESS may, at its opinion, immediately terminate this Agreement. In the event of termination, ATM EXPRESS shall have the right to remove any or all of the ATMs, related equipment any signs, without any cost or obligation hereunder to Customer, and Customer shall be solely responsible for any minor repairs to the Store as a result of ATM EXPRESS's having to remove the ATM which has been bolted or otherwise attached to the floor. Nothing herein shall be construed as limiting the rights and remedies otherwise available to ATM EXPRESS in the event of breach by Customer or on termination of this Agreement.
10. If Customer breaches this Agreement and ATM EXPRESS removes any ATM, then, in addition to such other non-monetary rights and remedies to which ATM EXPRESS may (pursuant to this Agreement, by law, in equity or otherwise) be entitled, ATM EXPRESS shall be entitled to collect from Customer, as an immediately due and payable obligation of Customer, stipulated as liquidated damages and not as a penalty in an amount equal to the average monthly surcharge revenue multiplied by the months remaining under the then-existing Initial Term or renewal term applicable to such location, plus removal costs of \$250.00 per ATM. The parties hereto agree and recognize that they cannot accurately determine ATM EXPRESS's monetary loss or damages as a result of a breach of the terms hereof by Customer. For purposes hereof, a breach shall include, but not be limited to, (i) the sale or disposition of all, or a substantial part, of Customer's assets or stock, (ii) the merger or acquisition of Customer where Customer is not the surviving entity, (iii) the sale of Customer's Store, (iv) the closing of a Store, (v) the substantial reduction of the hours of operation of the Store, or the occurrence of any other condition which would have an adverse affect on ATM EXPRESS's rights under this Agreement within twelve month period, or (vi) any failure in performance or breach of performance hereof by Customer.
11. Customer acknowledges that all goodwill associated with the trademark and logo "ATM EXPRESS" and the tradename "ATM EXPRESS" accrue to ATM EXPRESS. Customer agrees that it will not alter or change any decals or logos on the ATM.
12. ATM EXPRESS shall have the right to assign its interest, rights and obligations hereunder, and in the case of such assignments, ATM EXPRESS shall have no further obligations hereunder. Otherwise, no assignment may be made without the express written consent of the other party, which consent shall not be unreasonably withheld.
13. The parties to this Agreement are not partners or joint ventures and they are not in an employer/employee relationship or franchisor/franchisee relationship with each other, and nothing herein contained shall be construed to place the parties in a relationship as partners, joint ventures, employer to employee, franchisor to franchisee, or as principal and agent.
14. The parties hereto further agree to execute any further instruments, agreements and/or documents, and to take such further action, upon the request of the other party hereto, which is necessary in order to carry out and effectuate the purpose and intent of this Agreement.
15. If any provision of this Agreement shall at any time to be deemed to any extent to be invalid or illegal under any applicable statute, law, or ordinance, then to such extent the effected provision shall be deemed to be omitted herefrom, and all other provisions of this Agreement shall remain valid and in full force and effect.
16. The Customer hereby acknowledges that certain confidential or proprietary information and trade secrets may be disclosed to the Customer during the term of this Agreement. The Customer hereby agrees that the Customer shall not, during the Initial Term, or any renewal term thereof, or at any time after the expiration or termination of this Agreement, regardless of the cause of termination, directly or indirectly, use for the Customer's own benefit or communicate or divulge to, or use for the benefit of, any other person or entity any trade secrets, confidential information, knowledge or know-how concerning the ATM's, advertising, marketing, designs, plans, software and programs or methods of operation of the ATM.
17. This Agreement, together with the exhibits attached hereto, constitutes the entire agreement of the parties as to the subject matter hereof, there are no other promises, representation, terms, conditions or obligations other than those contained herein, or otherwise set forth in another agreement entered into by the parties hereto and connection herewith. This Agreement supercedes all prior communications, representations or agreements, oral or written, between the parties and shall not be modified except in writing signed by each party. This Agreement may only be amended or modified by separate written agreement executed by both of the parties hereto.
18. In consideration of Customer granting an exclusive license to ATM EXPRESS and Customer performing its obligations hereunder, ATM EXPRESS agrees that it will pay to Customer for each calendar month (the period of time commencing the first day of a calendar month and ending on the last day of such calendar month) during the Initial Term and any renewal terms, an amount equal to the Table of Rates indicated above. Payments will be made within 10 business days of the end of a calendar month with respect to transactions processed during the previous calendar month.

OPTION TO PURCHASE

Customer shall have the option to purchase the ATM during the first 3 (three) months of the Initial Term for the price indicated above plus applicable taxes. In the event that Customer elects to purchase the ATM, Customer will enter into ATM EXPRESS's standard five (5) year purchasing agreement.

WORK COMPLETED BY CUSTOMER

1. Installation of a clean, dedicated phone line to be located within three feet of the ATM location.
2. Installation of clean, dedicated electrical outlet with its breaker to be located within three feet of the ATM location. The electrical outlet cannot have any other outlets or appliances connected to it.

ADMINISTRATION FEE

Customer agrees to pay to ATM EXPRESS a one time administration fee of \$ _____ which is due and payable upon signature of this Agreement.

HOURS PREMISES IS OPEN FOR BUSINESS

Monday to Friday _____ to _____
Saturday _____ to _____
Sunday _____ to _____

AUTHORIZED SIGNATURES
