



NATIONWIDE PROCESSING - ATM PROCESSING AGREEMENT

THIS ATM PROCESSING AGREEMENT IS MADE EFFECTIVE AS OF _____, 2017 ("EFFECTIVE DAY") BY AND BETWEEN _____ ("MERCHANT") AND FIVE DIAMOND INVESTMENTS LLC DBA NATIONWIDE PROCESSING ("NATIONWIDE PROCESSING") LOCATED AT 18173 EDISON AVENUE, STE F., CHESTERFIELD, MO 63005.

WHEREAS, MERCHANT WISHES TO CONTRACT NATIONWIDE PROCESSING TO BE THE EXCLUSIVE PROVIDER OF ATM ELECTRONIC FUNDS TRANSFER SERVICES TO MERCHANT IN & FOR THE LOCATIONS LISTED ON PAGE 2, "LOCATIONS", AND NATIONWIDE PROCESSING AGREES TO PROVIDE SUCH SERVICES.

1. **DRIVING SERVICES:** NATIONWIDE PROCESSING WILL PROVIDE ELECTRONIC AUTHORIZATION SERVICES TO ENABLE YOUR ATM TO OPERATE ITS CASH DISPENSING FUNCTIONS. THIS MEANS WE WILL, IN ACCORDANCE WITH ALL NETWORK REGULATIONS PROVIDE DATA PROCESSING SERVICES THROUGH OUR PROCESSING AGREEMENTS. NATIONWIDE PROCESSING WILL ARRANGE FOR THE COMMUNICATION LINK NECESSARY BETWEEN YOUR ATM AND THE APPLICABLE NETWORK(S) FOR (A) TRANSMISSION AND RECEIPT OF AUTHORIZATION / DENIAL MESSAGES (B) TRANSMIT BATCH TOTALS TO THE NETWORK (C) RECEIVE SETTLEMENTS FROM THE NETWORKS FOR TRANSACTIONS AT YOUR MACHINE. THE SYSTEM WILL BE AVAILABLE FOR USE BY MERCHANT 24 HOURS A DAY, 7 DAYS A WEEK.
2. **TRAINING:** NATIONWIDE PROCESSING AGREES TO TRAIN AND INFORM PERSONELL AT LOCATION OF ALL REGULATIONS AND USES OF SYSTEM. MERCHANT AGREES TO STAY WITHIN NETWORK REGULATIONS AT LOCATION INCLUDING NECESSARY NETWORK LOGOS, SURCHARGE NOTICES, AND ALL OTHER APPLICABLE ITEMS.
3. **MAINTENANCE:** NATIONWIDE PROCESSING AGREES TO MAINTAIN THE ATM IN PROPER WORKING ORDER. NATIONWIDE PROCESSING AGREES TO HAVE PROBLEMS FIXED WITHIN 24 HOURS. NATIONWIDE PROCESSING AT ANY REASONABLE TIME HAS THE RIGHT TO INSPECT THE ATM TO VERIFY PROPER WORKING ORDER.
4. **SUPPLIES AND SERVICE:** NATIONWIDE PROCESSING SHALL INVENTORY AN ADEQUATE SUPPLY OF PAPER, RIBBONS, ETC FOR THE ATM. MERCHANT SHALL GIVE NATIONWIDE PROCESSING A 5 DAY NOTICE ON ANY SUPPLIES NEEDED. NATIONWIDE PROCESSING WILL PROVIDE SERVICE FOR ALL WARRANTY SERVICE, PARTS, AND PROBLEMS. NATIONWIDE PROCESSING WILL PROVIDE LABOR FOR THE ENTIRE PROCESSING AGREEMENT AT NO CHARGE TO THE MERCHANT. MACHINES WILL BE FIXED WITHIN 24 HOURS OF SERVICE CALL. MERCHANT WILL PAY AN ANNUAL FEE OF \$59 TO COVER SHIPPING AND TRANSPORTATION CHARGES.
5. **CASH SUPPLY:** _____ WILL SUPPLY MONEY FOR CASH REPLENISHMENT OF THE ATM. _____ SHALL DO EVERYTHING IN ITS POWER TO KEEP THE UNIT LOADED WITH A SUFFICIENT CASH SUPPLY. THIS WILL BE DONE IN A TIMELY FASHION IN ORDER TO ELIMINATE POTENTIAL DOWNTIME.
6. **PHONE AND ELECTRICAL:** MERCHANT SHALL AT THERE OWN EXPENSE, CONTRACT FOR AND PROVIDE A TELEPHONE LINE OR INTERNET CONNECTION AND DEDICATED ELECTRICAL OUTLET WITHIN 2 FEET OF THE ATM LOCATION. MERCHANT UNDERSTANDS THAT ANY TELEPHONE OR ELECTRICAL PROBLEMS ARE THE RESPONSIBILITY OF THE MERCHANT.
7. **TERM:** THE INITIAL TERM OF THIS AGREEMENT SHALL BEGIN AS OF THE EFFECTIVE DATE OF THIS AGREEMENT AND SHALL CONTINUE FOR A PERIOD OF FIVE (5) YEARS FROM THE EFFECTIVE DATE. THE AGREEMENT SHALL AUTOMATICALLY RENEW FOR FIVE (5) YEARS TERMS AT THE END OF THE INITIAL TERM AND ALSO AT THE END OF EACH SUCCESSIVE TERM UNLESS TERMINATED BY MERCHANT UPON GIVING WRITTEN NOTICE TO THE OTHER PARTY THIRTY (30) DAYS PRIOR TO THE END OF THE CURRENT TERM, OR ANY RENEWAL TERM. NATIONWIDE PROCESSING CAN REMOVE ATM AT ANYTIME FOR ANY REASON AS LONG AS A 5 DAY WRITTEN NOTICE IS SENT TO THE MERCHANT VIA A CERTIFIED LETTER VIA THE UNITED STATES POSTAL SERVICE.
8. **REPORTING:** NATIONWIDE PROCESSING AGREES TO PROVIDE REPORTING TO THE MERCHANT EITHER DIRECTLY OR THROUGH ONE OF ITS REPRESENTATIVES BY THE TENTH DAY OF THE FOLLOWING MONTH FOR THE PRECEDING MONTH. EXAMPLE: JUNE REPORTS BY JULY 10, JULY REPORTS BY AUGUST 10.
9. **CLEARING ACCOUNT:** IN ORDER TO FACILITATE THE SETTLEMENT OF DAILY MONETARY TRANSACTIONS, MERCHANT AGREES TO ESTABLISH AND MAINTAIN THEIR OWN CLEARING ACCOUNT. MERCHANT AGREES TO SIGN AN "ACH AUTHORIZATION RELEASE" AND SUPPLY A PRE-PRINTED VOIDED CHECK OR A LETTER FROM THEIR BANK REGARDING THAT ACCOUNT.

MERCHANT _____

10. **FEES:** DURING THE TERM OF THIS AGREEMENT, NATIONWIDE PROCESSING SHALL PAY MERCHANT A MONTHLY FEE FOR EACH LOCATION EQUAL TO \$_____ FOR EACH SURCHARGEABLE TRANSACTION COMPLETED DURING THE MONTH. .
11. **REPRESENTATION AND INDEMINIFICATION:** MERCHANT HEREBY REPRESENTS AND WARRANTS TO NATIONWIDE PROCESSING THAT MERCHANT DOES NOT HAVE AWRITTEN OR ORAL CONTRACT CURRENTLY IN EFFECT WITH ANY THIRD PARTY WHICH PROVIDES FOR ATM SERVICES SIMILAR TO THOSE PROVIDED IN THIS AGREEMENT. MERCHANT HEREBY AGREES TO INDEMNIFY AND HOLD NATIONWIDE PROCESSING HARMLESS FOR ALL CLAIMS, DAMAGES AND LOSSES, INCLUDING ATTORNEYS' FEES, INCURRED BY NATIONWIDE PROCESSING AS A RESULT OF (1) THE BREACH BY MERCHANT OF THIS AGREEMENT; OR (2) THE BREACH BY MERCHANT OF ANY OF THESE REPRESENTATIONS AND WARRANTIES' OR (3) MERCHANT'S OR MERCHANT'S EMPLOYEES OR AGENTS NEGLIGENCE. THIS INDEMNITY WILL SURVIVE TERMINATION OF THIS AGREEMENT.
12. **ASSIGNMENT:** THIS AGREEMENT MAY NOT BE ASSIGNED BY EITHER PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF THE OTHER PARTY.
13. **APPLICABLE LAW:** THIS AGREEMENT AND PERFORMANCE HEREUNDER, AND ALL SUITS AND SPECIAL PROCEEDINGS HEREUNDER, SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MISSOURI. JURISDICTION AND VENUE SHALL BE PROPER ONLY IN ST. LOUIS COUNTY IN THE STATE OF MISSOURI.
14. **ATTORNEYS' FEES:** IF, ON THE ACCOUNT OF ANY BREACH OR DEFAULT BY EITHER PARTY OF THEIR OBLIGATION HERETO UNDER THE TERMS, CONDITIONS, AND COVENANTS OF THIS AGREEMENT, IT SHALL BECOME NECESSARY FOR THE OTHER PARTY HERETO EMPLOY AN ATTORNEY TO ENFORCE OR DEFEND ANY OF ITS RIGHTS OR REMEDIES HEREUNDER, AND SHOULD SUCH PARTY PREVAIL, IT SHALL BE ENTITLED TO RECOVER LITIGATION EXPENSES INCURRED, INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COST.
15. **SEVERABILITY:** IN THE EVENT THAT ANY PROVISION OR PORTION OF THIS AGREEMENT SHALL BE DETERMINED TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THE REMAINING PROVISIONS OF THIS AGREEMENT SHALL BE UNAFFECTED THEREBY AND SHALL REMAIN IN FULL FORCE AND EFFECT.
16. **AMENDMENT:** THIS AGREEMENT MAY NOT BE ALTERED, MODIFIED OR AMENDED EXCEPT BY WRITTEN INSTRUMENT SIGNED BY EACH OF NATIONWIDE PROCESSING AND MERCHANT.
17. **FORCE MAJEURE:** THE PARTIES HERETO SHALL NOT BE REQUIRED TO PERFORM ANY TERM, CONDITION, OR COVENANT IN THIS AGREEMENT SO LONG AS SUCH PERFORMANCE IS DELAYED OR PREVEDNTED BY "FORCE MAJEURE", WHICH SHALL MEAN ACTS OF GOD, STRIKES, LOCKOUTS, MATERIAL OR LABOR RESTRICTIONS BY ANY GOVERNMENTAL AUTHORITY, CIVIL RIOT, FLOODS, AND ANY OTHER CAUSE NOT REASONABLE WITHIN THE CONTROL OF SUCH PARTY IS UNABLE, WHOLLY OR IN PART, TO PREVENT OR OVERCOME.
18. **INDEPENDENT CONTRACTOR:** NATIONWIDE PROCESSING IS AN INDEPENDENT CONTRACTOR AND NOT AN EMPLOYEE OF MERCHANT FOR ANY PURPOSE.
19. **ENTIRE AGREEMENT:** THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO WITH RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERSEDES ALL PRIOR AGREEMENTS, UNDERSTANDINGS AND ARRANGEMENTS, BOTH ORAL AND WRITTEN, BETWEEN THE PARTIES HERETO WITH RESPECT TO SUCH SUBJECT MATTER.

IN WITNESS WHEREOF, THE UNDERSIGNED DULY AUTHORIZED REPRESENTATIVES OF THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE DATE STATED BELOW.

NATIONWIDE PROCESSING
 18173 EDISON AVE STE A
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 Office 888-799-2226
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 Rusty Baker, President, Nationwide Processing

 Merchant:

LOCATIONS: