

ATM PROCESSING AGREEMENT

This ATM Processing Agreement (“Agreement”) is made and entered into this [REDACTED] (“Effective Date”) by and between **Star Financial Services, Inc.**, a Corporation organized and existing under the laws of the State of Maryland with its principal place of business at **6679 Santa Barbara Road, Suite K, Elkridge, Maryland, 21075** and [REDACTED] a company organized and existing under the laws of the state of [REDACTED] with its principal place of business [REDACTED] (“Customer”). In consideration of the promises and covenants contained herein, Customer and STAR hereby agree as follows:

1. Location

- A. Customer agrees to locate and operate an automatic teller machine (“ATM”) at each of the address(s) listed on the attached Exhibit A (“Location(s)”) (if applicable). Customer agrees the Location(s) will be sufficient in area to permit easy installation, maintenance, service and customer access to the ATM(s).
- B. Customer agrees that at no time will any security cameras be pointed at the pin pad of the ATM(s) such that the codes being entered by the user at the ATM(s) can be determined by viewing the security camera tape.
- C. Customer represents that Customer is the owner of the Location(s) or holds a lease or option to renew the lease for said Location(s) of equal or greater length than the term of this Agreement and Customer has authority to place ATM(s) at said Location(s).

2. Exclusive. Customer agrees that during the term of this Agreement, STAR shall have the exclusive right to process such data processing services as STAR elects to process related to the ATM(s) at the Location(s). Customer agrees that it will not own, install or operate any other ATM(s) at the Location(s) during the term of this Agreement. Customer further represents that Customer is not under any contract, other than this Agreement, pertaining to the processing of data processing services related to ATM(s) at the Location(s).

3. Term of Agreement. This Agreement shall be effective for a term of three (3) years from the effective date, unless sooner terminated, renewed or extended as provided in this Agreement.

4. Transaction Processing & ATM Processing Fee. STAR will pay to the Customer a fee of **100% of the surcharge for ATM cash withdrawal transactions**. STAR will charge customer \$ [REDACTED] per surchargeable transaction. For example: if the ATM processed 100 surchargeable transactions per month; STAR will charge \$15 flat fee (100x\$0.15). The ATM processing fee does not cover equipment purchase costs or service trip charge to customer location. STAR shall mail commission checks or direct deposit payments between 10th and 15th at end of each month (or partial month) for the immediately preceding month.

5. Renewal Term. This Agreement shall automatically renew for a term of one (1) every year, unless, not less than 90 days prior to of the renewal date either party sends written notice of their intent not to renew the Agreement.

6. Maintenance of ATM. Customer agrees that it will install, maintain, replace, service and operate the ATM(s) at Location(s), and such improvements or equipment as is reasonably necessary to support, protect or secure ATM(s).

7. Electrical and Internet (TCP/IP). Customer will provide and maintain at its expense a TCP/IP connection for the ATM(s). If the Customer can not extend a TCP/IP connection; STAR can provide a wireless modem for \$29.99/month. Customer agrees to provide one (1) operating electrical power outlet (110v) with isolated ground in reasonable proximity to the ATM(s). In addition, Customer agrees to pay all ongoing electrical charge in connection with the operation of the ATM(s).

8. Operations. Customer agrees to keep sufficient amounts of cash in ATM(s) at all times during business hours. Customer agrees to maintain procedures reasonably designed to avoid any unauthorized use of the ATM(s). Customer understands and agrees that Customer is responsible for its own compliance with federal and state laws and regulations. In the event a transaction is disputed by the cardholder’s financial institution and as a result has been refunded in error, Customer agrees that the amount of the dispute will be reversed by the Automated Clearing House from the Customer’s account until the dispute has been resolved. **Customer hereby indemnifies STAR and holds STAR harmless from any unauthorized use of the ATM(s) and from any and all liability or expense or damages incurred by Customer related to the use or marketing of the ATM(s) or the host system.**

8.1 Security Camera. Location agrees to install and maintain its own security camera. Location shall not install a security camera that is facing or pointed in the direction of ATM pin-pad.

9. Termination. Customer may terminate this Agreement at any time, by giving Sixty (60) days written notification and by paying a termination fee equal to \$100 per month per ATM, multiplied by the number of months remaining on the Agreement.

10. Default. If Customer fails to comply with this Agreement, Customer will be in default and STAR may:

- a. enforce specific performance, seek such relief as may be provided by law, or both, or
- b. terminate this Agreement and accept as liquidated damages the amount equal to: \$100 per month per ATM, multiplied by the number of months remaining on the Agreement.

11. Assignment. STAR shall have the right, without the consent of Customer, to assign this Agreement and any interest therein.

12. Waivers and Amendments. Any waiver of any term or condition of this Agreement, or any amendment, modification, cancellation, superseding or supplementation of this Agreement, shall be effective only if in writing executed by each of the parties hereto.

13. Binding. The provisions of this Agreement shall be binding upon and inure to the benefit of the undersigned and their respective heirs, executors, administrators, successors and assigns.

14. Copy or Facsimile. A copy or facsimile of this Agreement shall have the same effect as the original.

15. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Maryland. Venue for any action at law or in equity brought in relation to this Agreement shall be in Howard County, Maryland. The parties hereto consent to venue and jurisdiction.

16. Entire Agreement. This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and, except as otherwise provided herein, supersedes all prior agreements or understandings, written or oral, in respect hereof.

17. Authority. Any of the provisions of this Agreement required to be approved by the Board of Directors, Managers or other governing board of the Customer have been approved and authorized. Each signatory hereto acknowledges, represents and warrants that it has the requisite authority to execute this Agreement.

18. Attorney's Fees and Costs. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

19. Notice. In the event any party hereunder desires or is required to give any notice to any other party such notice shall be deemed delivered when the notifying party deposits same in the United States mail, certified mail, return receipt requested, postage prepaid, addressed to the person or entity at the address set forth in the first paragraph of this Agreement or hand delivers such notice in person to such party. Each party hereto shall have the right from time to time to change their respective addresses by not less than 10 days' prior written notice to the other party.

20. Regulatory. If any regulatory agency now or hereafter in existence shall disapprove or fail to approve the location and operation of an ATM on the Licensed Site or if any such regulatory agency shall direct STAR to discontinue providing the services hereunder, the parties agree that this Agreement shall thereafter be immediately terminated without liability to either party.

21. Surcharge. For the purpose of this Agreement, a transaction is "surchargeable" if it is permissible under the applicable agreements for STAR to assess a terminal usage fee in connection with such transaction. It is at STAR's sole discretion whether or not to charge a surcharge. Whether or not STAR does in fact assess such surcharge, a transaction is "nonchargeable" if it is not permissible.

22. Guarantor. The undersigned individual(s) in consideration of STAR entering into this agreement with Location hereby agrees to personally guarantee any and all obligations of the Location. This guaranty shall be continuing and unlimited and may be terminated only on 30 days' written notice by STAR to the Location and Guarantor. STAR may exercise its rights under this guaranty without first taking any action against the Location. Guarantor agrees to pay all reasonable costs and attorneys' fees incurred by STAR in enforcing this guaranty. Guarantor waives notice of default and non-payment, and consents to the extension or modification of the terms of the Agreement with the Location without notice. Executed by Customer and STAR by their duly authorized representative in multiple originals.

Customer- _____

STAR FINANCIAL SERVICES, INC

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Guarantor

Full Name - _____

Signature - _____

Social Security Number _____



ACH Authorization Form

Send with Voided, Pre-Printed Check & Owner's Driver's License

_____ ("Customer") authorizes Star Financial Services, Inc, a Maryland Corporation ("Star Financial"), to initiate ACH transfer entries and to debit and / or credit the account identified below (the "Account") for payment to Star Financial of all amounts owed by Customer to Star Financial pursuant to the Agreement, including, but not limited to settlement of transactions, settlement error corrections, transaction adjustments, expenses, fees and any other amounts payable by Customer to Star Financial. Customer agrees to keep the Account funded to the extent needed to reasonably support transaction adjustments. All shortages and adjustments are the full responsibility of the Customer. Customer agrees to comply with all electronic fund transfer regulations, requirements and rules. This authorization shall remain in effect unless cancelled by Customer by providing written notice of cancellation to Star Financial and after such time as all settlements and adjustments have been processed / cleared through the Account. Any debits and credits pursuant to this authorization will be affected through the Federal Reserve System automated clearing house (ACH) system.

The undersigned represents and warrants to Star Financial that (a) the person executing the Authorization is authorized signatory on the Account on behalf of the Customer and (b) all information regarding the Account and the Customer is true and correct.

Signed By Account Owner:

Name Title Date

ACCOUNT INFORMATION for: Vault Cash Surcharge

Bank Name Phone

Contact's Name

Address City State Zip

Name on the Account

Routing Number (9 Digits)

Account Number

Tax ID Number

Please email to compliance@gowithstar.com or fax to 410-616-9864 with a copy of a voided, pre-printed check (or bank letter) for this account and account owner / representative's driver's license.

By submitting this form, in addition to any other agreements, representations and warranties by Customer in any agreement or undertaking with Star Financial ATM (Star Financial), Customer agrees, represents and warrants to Star Financial that: (a) Customer has reviewed the information submitted herein and any documentation submitted to Star Financial and such information is correct and accurate, (b) to the extent that any surcharge or interchange fees are to be split with any other person or entity, all terms of and payment instructions for such splits are accurately stated and have been accurately represented to Star Financial, (c) Customer has access to view the information entered in Terminal Management System ("TMS") and Customer agrees to be solely responsible for verifying the accuracy of such information; and (d) Customer shall immediately inform Star Financial in writing if any information related to Customer and entered and stored in TMS is inaccurate or incorrect in any respect. In addition to any other indemnities and hold harmless agreements by Customer in favor of Star Financial in any agreements or undertakings between them, Star Financial shall not be responsible for, and Customer expressly agrees to defend, indemnify and hold Star Financial harmless from and against any claims, demands, suits, losses or damages, including attorneys' fees, resulting or arising from or related to (i) any incorrect or inaccurate information submitted by Customer or the use or entry of such incorrect information by Star Financial; and (ii) any incorrect or inaccurate entry by Star Financial into TMS of any information submitted by Customer if Customer does not object and notify Star Financial in writing of such incorrect or inaccurate entry within three (3) business days of the entry of the information on the TMS. THE FOREGOING INDEMNITY AND HOLD HARMLESS AGREEMENT IS EXPRESSLY INTENDED TO COVER ANY INSTANCE, EVENT OR OCCURRENCE CAUSED BY THE NEGLIGENCE, IN WHOLE OR PART, BY STAR FINANCIAL OR ANY OTHER PERSON OR ENTITY.

Prosperity Bank ATM Operator Application and Agreement

(SELECT ONE) New Merchant, NEW Location for Existing Operator, Change of Terminal ID, Change of ATM Owner, Change of Cash Owner

ISO Name: Star Financial Services, Inc. **Processor:** _____ **Terminal ID:** _____

"Merchant" is the entity or individual on whose premises the automated teller machine(s) ("ATM," whether one or more) will be located. By its signature below, Merchant agrees that it completed Section A of this Agreement with accurate information and that it will provide customers access to the subject ATM.

"ATM Operator/Owner" * who owns the "ATM", and by its signature below, agrees that it completed Section B with accurate information and represents and warrants that it owns the ATM.

"ATM Operator/Cash Owner" * who owns the cash placed in the ATM, and by its signature below, agrees that it completed Section C with accurate information and represents and warrants that it owns the cash in the ATM.

"ISO" is the Independent Sales Organization with which the ATM Operator/Owner and/or ATM Operator/Cash Owner is affiliated. By its signature below, the ISO agrees that each ATM is being deployed pursuant to the ATM ISO Sponsorship Agreement ("ISO Agreement") between Prosperity Bank and the ISO, which is hereby incorporated by reference.

Application (Page 1 of 2) Merchants and ATM Operators signing this page agree to the terms on pages 1 & 2

SECTION A – Merchant / Location Information			
1. Full Legal Name of Business where ATM is located	DBA (Name of the Business if other than Legal Name)		Location Telephone #
2. Terminal Location – Address	City	State	ZIP
3. I have read both pages of this Agreement and understand my obligations – Merchant and/or Location Owner Signature	Date	Please Print Full Name Clearly	Merchant Certification I own this ATM <input type="checkbox"/> , I do not own this ATM <input type="checkbox"/> I put CASH in this ATM <input type="checkbox"/> , I do not put CASH in this ATM <input type="checkbox"/>

SECTION B ATM Operator */Owner Information (If ATM Owner and ATM Cash Owner are different \$100.00 will be charged to process this application)				
4. Who owns this ATM? ISO <input type="checkbox"/> , complete Section A, this line 4, and sign line 8 Merchant <input type="checkbox"/> , a bank <input type="checkbox"/> , or Third Party <input type="checkbox"/> Complete all of Section B	If ATM Owner is a Business or a bank, List Name		How is the company organized? Corp <input type="checkbox"/> , Partnership <input type="checkbox"/> , LLC <input type="checkbox"/> , Nonprofit <input type="checkbox"/> , Tribal <input type="checkbox"/> , Sole Proprietor <input type="checkbox"/>	
5. Business Tax Identification #	Business Street Address	Business City	State	Zip
6. ATM Owner First Name **	Owner Last Name	% Ownership of Terminal	Date of Birth	Social Security Number (Please Print Clearly)
7. Current Home Address	City	State	Zip	
8. I have read both pages of this Agreement and understand my obligations - ATM Owner Signature***	Date	Have you ever been a defendant in a criminal proceeding? Yes or No		

SECTION C– ATM Operator*/Cash Owner Information (If ATM Owner and ATM Cash Owner are different \$100.00 will be charged to process this application)				
9. Who owns the Cash in this ATM? ISO <input type="checkbox"/> , a bank <input type="checkbox"/> , Merchant <input type="checkbox"/> , Third Party <input type="checkbox"/> Complete all of Section C	If Cash Owner is a Business or a bank, Give Name		How is the company organized? Corp <input type="checkbox"/> , Partnership <input type="checkbox"/> , LLC <input type="checkbox"/> , Nonprofit <input type="checkbox"/> , Tribal <input type="checkbox"/> , Sole Proprietor <input type="checkbox"/>	
10. Business Tax Identification #	Business Street Address	Business City	State	Zip
11. Names on the "Cash" Settlement Account?	1.	2.		
12. ATM CASH Owner First Name **	Owner Last Name	% Ownership of Cash	Date of Birth	Social Security Number (Please Print Clearly)
13. Current Home Address	City	State	Zip	
14. I have read both pages of this Agreement and understand my obligations - ATM Cash Owner Signature***	Date	Have you ever been a defendant in a criminal proceeding? Yes or No		

SECTION D – ISO Certification – ISO certifies that the information provided herein was obtained from the owner of the ATM, the Owner of the cash in the ATM and the Merchant location, as applicable. The ATM will not be activated until (i) this fully completed and executed Agreement has been submitted and approved by Prosperity Bank and (ii) all of the other conditions and requirements for activation of the ATM as described in the ISO Agreement have been satisfied. If any information on this Application changes, an updated Agreement must immediately be submitted to Prosperity Bank.

Name of ISO STAR FINANCIAL SERVICES, INC	Signature of ISO	Date
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* ATM Operator is defined as any company or individual that owns, leases or operates the ATM or that owns the cash placed in the ATM.

** Owner includes any principal that owns 10% or more of the business. If more than one person owns 10% or more, copy this page and complete Sections B or C as appropriate.

*** Credit and Background Investigation: Each individual signing above represents and warrants that he has the authority to execute this Agreement in the capacity in which he/she is executing, whether as an individual or on behalf of a named entity. Bank and its agents are hereby authorized to perform and/or obtain consumer reports, searches of public, including criminal, records, and other financial, legal, or informational reports on each Merchant, ATM Operator, and each principal involved in this Application, both in connection with this initial application and from time to time thereafter, in Bank's sole discretion.. The nature and scope of these investigations may include, by way of example but not limitation, information concerning driving record, civil and criminal records, credit reports, identities, past addresses and social security numbers.

Please scan and send Application/Agreement to compliance@gowithstar.com

[] \$50 If Merchant or Third Party is an ATM Operator

[] \$100 If there are two different entities on application (i.e. cash loader different than owner) and both are requiring new due diligence.

\$_____ Total Charge

A Statement will be provided by the 15th of the month following the month the Application/Agreement was received and deducted via ACH with ISO monthly billing. Incomplete or illegible applications will not be accepted, and a new Agreement/Application will be requested.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____	Exemption from FATCA reporting code (if any) _____
	Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	(Applies to accounts maintained outside the U.S.)
	<input type="checkbox"/> Other (see instructions) ▶ _____	
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number					
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or					
Employer identification number					
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Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶		Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.