



This ATM Processing Agreement (“Agreement”) is made and entered into on this, [REDACTED] day of 201[REDACTED] (“Effective Date”) by and between **Star Financial Services, Inc (STAR)**, a Corporation organized and existing under the laws of the State of Maryland with offices at **6679 Santa Barbara Road, Suite K, Elkridge, Maryland, 21075** (“Processor”), and [REDACTED] a company organized and existing under the laws of the State of [REDACTED] with principal place of business located at [REDACTED] (“Location”) with reference to the following facts:

WHEREAS, Processor has expertise in installing and maintaining ATM equipment; and

WHEREAS, Location desires to have ATM’s installed at one or more of its Premises for use by their customers.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. ATM EQUIPMENT, INSTALLATION, AND MAINTENANCE

- 1.1. *Equipment.* Processor owns the right to utilize all software needed for the operation of the ATM. Location agrees that Processor may install, operate, and process the ATM (“Site ATM”) at Location’s premises in an indoor location or locations as mutually agreed, at: [REDACTED] (“Premises”). Location shall provide such space for the Site ATM as is necessary to enable customers to have unobstructed access to the Site ATM and for maintenance and servicing of the Site ATM.
- 1.2. *Phone & Electrical Requirements.* Location shall at its own expense provide a dedicated business dial-up telephone line; or a TCP/IP connection. Location shall, at its own expense, provide a dedicated operation electrical power outlet for the Site ATM. Electrical and power outlet should be within two (2) feet from the Site ATM. Processor will only charge the fees below to install an electrical outlet or extend a telephone line or TCP/IP connection from main router to the Site ATM. If the Location declines to extend a telephone line or TCP/IP connection; Processor can provide a wireless modem for \$29.99/month.
ATM Wireless Modem -- Accept - [REDACTED] Decline - [REDACTED]
- 1.3. *Installation.* Processor agrees to ship and install the Site ATM, if applicable, using third party technicians and installers. Processor will be responsible for any installation and programming costs. **Proposed install date: [REDACTED]. Processor will notify Location via appropriate communication method if installation date needs to be extended.**
- 1.4. *Advertising.* Processor shall have the right to install appropriate signage at the Premises to advertise the availability of the Site ATM.
- 1.5. *Availability.* Location agrees that the Site ATM shall at all times remain available for use by Location customers, tenants and employees, during Location’s normal and after business hours for the term of this Agreement. Processor reserves the right to reasonable downtime of the Site ATM as deemed necessary by the Processor, with or without prior notification to Location, to accomplish necessary maintenance, system improvements, or as a result of events beyond the control of Processor.
- 1.6. *Maintenance and Repair.* Processor will be solely responsible for necessary servicing and repair of the Site ATM. In the event of any Site ATM failure, damage, or other problem requiring service, repair, replacement, adjustment, or maintenance, including adding cash to the machine, Location shall notify Processor or a person designated by Processor, within twelve (12) hours of first becoming aware of such failure or problem. Location will not permit anyone other than an authorized representative or designee of Processor, to perform any service or repair work on the Site ATM. Processor is responsible for installing adequate receipt paper, clearing any jams and providing Location with a transaction history journal. Location is responsible for performing exterior visual inspection.

2. FEES

- 2.1. *Transaction fees.* Processor shall pay Location \$[REDACTED] per transaction for each surchargeable transaction (as defined in Section 7.09) made on the ATM. For purposes of this Agreement, a transaction is defined as any cash withdrawal made at the Site ATM from a cardholder’s account when a surcharge fee is collected. Processor will disburse payments for transactions on a monthly basis by check or direct deposit payment made to the order of the Location. Processor will mail commission checks or direct deposit ACH after twenty (20) days after the end of each month (or partial month) for the immediately preceding month. Processor shall not mail or initiate ACH deposit if the earned surcharge is below \$50.00 monthly minimum (as defined in Section 7.10). Processor may increase or decrease the amount payable to location upon thirty (30) days prior written notice and the revenue may increase or decrease due to network changes, insurance, or other rules, laws or regulations which affects revenues payable to location.
- 2.2. *Transaction surcharge.* Processor will charge a surcharge fee of \$[REDACTED] per transaction, which will be imposed on all transactions on the Site ATM. Processor, may increase or decrease the amount of the transaction surcharge fee in its sole discretion, with thirty (30) days written notice.

- 2.3. *Inactivity fee.* Location agrees that if it fails to notify Processor in writing thirty (30) days before the Location will not be operable for any reason within the agreement period. Location will be assessed a \$100 per month fee for inactivity.

3. TERM AND TERMINATION

- 3.1. *Term.* The initial term of this Agreement shall be for a period of three (3) years unless amended or terminated in accordance with Section 3.2, by written agreement signed by both Processor and Location. Upon expiration of the first renewal term, this Agreement will automatically renew for subsequent additional terms of three (3) years subject to the same terms and conditions as provided herein unless canceled by written notice at least sixty (60) days prior to the expiration of the renewed terms.
- 3.2. *Termination.* Upon the occurrence of a material breach, and provided that such breach continues uncorrected for thirty (30) days after the giving of written notice of such breach, either party may terminate this Agreement, effective thirty (30) days after giving written notice of intent to terminate. Processor may terminate this agreement at any time due to inadequate use, damage, destruction, vandalism, or misuse of the Site ATM.
- 3.3. *Damages for Termination.* In the event of early termination or material breach of this Agreement by Location, including the disconnection of the ATM, Location agrees that the stipulated amount of damages sustained by the Processor is equal to \$300 per month, per ATM, multiplied by the number of months remaining on the Agreement,.
- 3.4. *Sale of Location.* If the Location sells the business or the Premises and the Location does not intend to move the ATM to a new premises, then the Location may assign this Agreement and all obligations hereunder to the Purchaser of the business or Premises. The Purchaser must sign an addendum whereby the Purchaser agrees to the assignment of the Agreement and to accept all the obligations hereunder. If the Purchaser does not agree to the assignment; then Location is obligated to pay the remainder of Agreement as outlined in Section 3.3.
- 3.5. *Regulatory Termination.* If any regulatory agency now or hereafter in existence shall disapprove or fail to approve the location and operation of a Site ATM at the Location or if any such regulatory agency shall direct Processor to discontinue providing the services hereunder, the parties agree that this Agreement shall thereafter be immediately terminated without liability to either party.
- 3.6. *Assignment.* Processor shall have the right, without the consent of Location, to assign this Agreement and any interest therein.

4. INVENTORY

- 4.1. *Inventory.* Processor shall keep sufficient amounts of cash in the Site ATM at all times during Location's business hours, unless and otherwise specified. Site ATM will permit maximum cash withdrawal of \$100.00 per transaction.

5. RELATIONSHIP

- 5.1. *Access.* In order to permit Processor to execute its obligations under the terms hereof, Location will permit Processor to have access to the Premises for the purpose of inspection, repair and maintenance, at all reasonable times and at all times during business hours.
- 5.2. *Independent Contractor.* Each of Processor and Location will be and shall act as an independent contractor and not as an agent or partner of, or joint venturer with, the other party for any purpose and neither party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party.
- 5.3. *Expenses.* Except as otherwise provided herein, or as may hereafter be established by an agreement in writing executed by the parties hereto, all expenses incurred by each party in performing its obligations hereunder shall be borne by the party incurring the expense, except that in the event of a breach of this Agreement by Location, Processor shall be entitled to all costs of collection and enforcing its rights hereunder, including reasonable attorney's fees.
- 5.4. *Exclusive Relationship.* Location shall not permit the removal of the Site ATM from the Premises, nor allow the placement of any other ATM's on the Premises (whether inside or outside) nor subscribe to another ATM service provider during the term of this Agreement.

6. DISCLAIMER OF LIABILITY

- 6.1. *Disclaimer of Liability.* Location agrees to carry sufficient insurance to protect Site ATM and the contents of the Site ATM; if the customer requests Processor not to bolt the ATM to the floor. Processor agrees to carry sufficient insurance to protect the Site ATM from damage, loss or theft; confirming that ATM is bolted to the ground. Location waives any rights of recovery against Processor or its processing providers arising from damages due to loss, theft or destruction. Location is NOT responsible for providing security from theft at the Premises and the Processor shall have NO liability to Location in the event theft or damage occurs to the Premises.

7. MISCELLANEOUS

- 7.1. *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, with respect thereof. No amendment, waiver or other alteration of this Agreement may be made except by mutual agreement between parties in writing, in form of an addendum to Agreement. No

amendment, waiver or other alteration of this Agreement may be made by Location or sales representative during or upon execution of Agreement.

- 7.2. *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.
- 7.3. *Partial Invalidity.* If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected thereby.
- 7.4. *Copy or Facsimile.* A copy or facsimile of this Agreement shall have the same effect as the original.
- 7.5. *Governing Law and Venue.* 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.
- 7.6. *Authority.* Any of the provisions of this Agreement required to be approved by the Board of Directors, Managers or other governing board of the Location or the Location's landlord have been approved and authorized. Each signatory hereto acknowledges and represents and warrants that it has the requisite authority to execute this Agreement.
- 7.7. *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.
- 7.8. *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 ten (10) days' prior written notice to the other party.
- 7.9. *Surcharge.* For the purpose of this Agreement, a transaction is "surchargeable" if it is permissible under the applicable agreements for Processor to assess a terminal usage fee in connection with such transaction. It is at Processor's sole discretion whether or not to charge a surcharge. Whether or not Processor does in fact assess such surcharge, a transaction is "nonchargeable" if it is not permissible.
- 7.10. *Monthly Minimum.* For the purpose of this Agreement, "monthly minimum" is a minimum charge Processor applies to Location in order to cover cost incurred to service ATM. It is at Processor sole discretion whether or not to charge a monthly minimum charge to Location.
- 7.11. *Confidentiality.* Processor and Location agree to regard and preserve as confidential all information related to the business and activities of the other, its customers, clients, suppliers and other entities with whom such other party does business that may be obtained from any source or may be developed as a result of this Agreement ("Confidential Information").
- 7.12. *Headings.* The various headings in this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any paragraph or provision hereof.
- 7.13. *Guarantor.* The undersigned individual(s) ("Guarantor") in consideration of Processor's 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 Processor to the Location and Guarantor. The Processor 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 Processor 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.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

Star Financial Services, Inc

**6679 Santa Barbara Road, Suite K
Elkridge, Maryland, 21075
Attn: Yonas Marcos, CEO**

Corporate Name: _____

Signature: _____

Federal Tax ID: _____

Address: _____

Guarantor's Name: _____

Signature: _____

Last 4 SSN #: _____ DOB: _____

Best Phone Number & Email: _____

Building Landlord OR Building Management (Contact Information REQUIRED)

Landlord/Management Name _____

Phone Number _____

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. <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 <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ 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. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	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.

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.

Social security number										
						-			-	
or										
Employer identification number										

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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-DIV (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.

ACH Payment Authorization Form

I (we) _____ hereby authorize **STAR FINANCIAL SERVICES, INC** to initiate entries to my (our) checking/savings accounts at the financial institution listed below; and, if necessary, initiate adjustments for any transactions credited/debited in error. This authority will remain in effect until **STAR FINANCIAL SERVICES, INC** is notified by me (us) in writing to cancel it in such time as to afford **STAR FINANCIAL SERVICES, INC** and the financial institution a reasonable opportunity to act on it.

Please complete the information below:

I (we) _____ authorize **STAR FINANCIAL SERVICES, INC** to CREDIT/DEBIT my (our) bank account. For **ATM COMMISSION** payment and any other payment related to services provided by **STAR FINANCIAL SERVICES, INC**. In reference to **ATM COMMISSION**; credit/debit to the account listed below will occur after the 20th of every month.

Business Name _____
 Billing Address _____ Phone# _____
 City, State, Zip _____ Email _____

Account Type:	<input type="checkbox"/> Checking	<input type="checkbox"/> Savings
Name on Acct	_____	
Bank Name	_____	
Account Number	_____	
Bank Routing #	_____	
Bank City/State	_____	

The image shows a close-up of a check's MICR line. The routing number '222222222' is circled in purple, and the account number '000 111 5550 1027' is circled in orange. Labels 'Routing Number' and 'Account Number' are placed above the respective circles.

PLEASE ATTACH A VOIDED CHECK

OR

Please Fax ACH FORM and VOIDED CHECK
410-616-9864

SIGNATURE _____ DATE _____

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify **STAR FINANCIAL SERVICES, INC** in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next payment date. If the above noted periodic payment dates fall on a weekend or holiday, I understand that the payment may be executed on the next business day. In the case of an ACH Transaction being rejected for Non Sufficient Funds (NSF) I understand that **STAR FINANCIAL SERVICES, INC** may at its discretion attempt to process the charge again within 30 days, and agree to an additional \$35.00 charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I agree not to dispute this recurring billing with my bank so long as the transactions correspond to the terms indicated in this authorization form.