

# ATM Processing Conversion Agreement

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_, by and between **AUTOMATED ATM SOLUTIONS, INC.**, 9616 E. Montgomery Ave #A, Spokane Valley, WA 99206 {"Automated"} and \_\_\_\_\_ {"Owner"}.

Location of ATM: \_\_\_\_\_.

## RECITALS

Owner owns an ATM and is processing its transactions through another company ("Processor"). Owner has advised Automated that it does not have an agreement with the other Processor which prohibits Owner from terminating its relationship on the date it desires Automated to commence its processing services. Automated has advised Owner that it is its policy not to interfere with any other contract that Owner may have with other providers of the same services as Automated. Automated ATM Solutions, Inc., hereinafter ("Automated") cannot enter into a processing agreement if Owner is presently under contract to another processing company. Accordingly, in exchange for Automated's agreement to extend to Owner, an agreement to provide processing services as outlined in the attached ATM Processing Agreement, Owner represents, warrants and promises that Owner is not presently under agreement or contract with any ATM processing company and Owner understands and acknowledges that Automated is relying upon this representation in making the offer to provide these services. As a condition of Automated providing such services and an inducement therefore, Owner agrees to the matters set forth below.

**NOW, THEREFORE**, in consideration of the foregoing covenants and agreements, **IT IS HEREBY** agreed as follows:

- 1. Representation of Owner:** Owner hereby represents and warrants to Automated, and Owner acknowledges and agrees that Automated intends to and does rely upon Owner's warranties and representations in entering into this Agreement, (i) that Owner does not have any agreement with any other processor for the services that are to be provided by Automated, which agreement is not terminable by Owner as of the day that it desires Automated to provide such services and (ii) the entering into an agreement with Automated will not conflict or be in contravention with or violate any of the terms, provisions, or conditions of any such agreement.
- 2. Indemnity:** Owner hereby agrees to and shall indemnify and hold Automated harmless from and against any and all damages, liabilities, claims, obligations, suits, legal proceedings or otherwise which may result from or arise out of Owner entering into an agreement with Automated to provide Processing services or which is a breach of any of the warranties or representations made to Automated hereunder or a breach of violation of any agreement Owner may have with another Processor.
- 3. Attorney's Fees & Dispute Resolution:** If for any reason, after Automated had dispatched a technician to your ATM location, you request that the conversion not be completed or if Owner transfers the ATM to another processing company (prior to the conclusion of your contract with Automated) there is a minimum penalty of \$1000 in addition to any other damages or recourse as stated in the Equipment Processing Agreement between the parties. Owner acknowledges that in such event, Automated's damages are incapable of calculation and that \$1000 represents a reasonable sum for Automated's damages and Owner agrees that such funds can be automatically deducted from the bank account provided on the Terminal Set-Up Sheet for the settlement of vault cash funds. **THIS AGREEMENT HAS BEEN, AND EACH SCHEDULE OR AMMENDMENT WILL HAVE BEEN MADE, EXECUTED AND DELIVERED IN THE STATE OF CALIFORNIA AND WILL BE GOVERNED AND CONSTRUED FOR ALL PURPOSES IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO CONFLICT OF LAW PROVISIONS. OWNER WAIVES TRIAL BY JURY AND SUBMITS TO THE JURISDICTION OF THE FEDERAL DISTRICT COURT OR ANY STATE COURT LOCATED WITHIN CONTRA COSTA COUNTY IN THE STATE OF CALIFORNIA AND WAIVES ANY RIGHT TO ASSERT THAT ANY ACTION INSTITUTED BY AUTOMATED IN ANY SUCH COURT IS IN THE IMPROPER VENUE OR SHOULD BE TRANSFERRED TO A MORE CONVENIENT FORUM.** At Automated's sole option, Automated may select Arbitration to settle any dispute arising from this agreement. If arbitration, suit or action is instituted to enforce or interpret any of the terms of this Agreement, Automated shall be entitled to recover its reasonable attorney fees, in addition to all costs and such sums that Automated may incur in a trial or arbitration or in any appellate or bankruptcy proceedings. Owner agrees to pay all costs of collection for sums due to Automated under this Agreement, including attorney fees and reasonable collection expenses, whether or not suit or action is commenced.

**AUTOMATED ATM SOLUTIONS, INC.**

**OWNER**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Corporate Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Location Name