Processing Agreement

One Processing Agreement per ATM per Location

This Agreement, made this _____ day of _____, 20___ (the "Agreement") between DNS ("Digital Network Solutions, LC") and the herein described ATM Owner ("ATM Owner") describes all of the terms and conditions under which DNS will provide transaction processing products and services to ATM Owner. In consideration of the mutual covenants, agreements, and payment terms herein contained or mentioned the parties agree as follows:

ATM Owner Name and Address: _____

_____, _____, _____

Location Name & Address: _____

_____, _____, _____

I. Definitions

The Following definitions apply to the Agreement:

A. Customer. A Qualified card owner using a Qualified Card in conjunction with a ATM Owner terminal.

B. Account Owner. The owner of the bank account that receives the money from the banking network for the ATM.

C. Qualified Cards. A Qualifying Card or Qualified Card is a card that is acceptable to Networks or affiliates thereof utilized by DNS.

D. Network. A Network is an affiliation of financial institutions through which funds may be transferred to an Account Owner's bank utilizing ACH.

E. Settlement Bank. A Settlement Bank is a financial institution through which funds may be transferred to an Account Owner's bank utilizing ACH.

F. ACH. ACH is an automated clearinghouse, which is a wire transfer process by which moneys are moved or transferred in connection with Account Owner's bank account.

G. Transaction. A transaction is any access to an established financial account using an automated teller machine and a Personal Identification Number (PIN) or other personal or proprietary code.

II. General Provisions

A. Authorization Networks. This Agreement provides for the ATM Owner's terminals to have access to debit and/or ATM networks (The "Authorized Networks") and also cash advance transactions from credit card systems when permitted. Each and every transaction shall require the use of a personal identification number to be entered by the customer.

B. Settlement. DNS will provide ATM Owner's terminals access to a bank or banks ("Settlement Bank or Banks"). DNS and the Settlement Bank will facilitate the transfer of funds received from the Networks as a result of ATM Owner's transaction activity. Funds will be transferred to Account Owner's bank account using ACH subject to availability of the ACH system upon receipt of funds by the Settlement Bank.

C. Surcharge and Network Fees. DNS, in its sole discretion and without penalty of any kind, shall retain all surcharge and network fees until all proceeds due DNS including but not limited to monthly processing fees or outstanding invoices have been received by DNS from ATM Owner. Surcharge and network fees accruing to ATM Owner shall commence only on the date of DNS' receipt of all balances due. Any surcharge and network fees will only be paid by DNS in accordance with a Surcharge Distribution Form signed by ATM Owner. To be effective, modifications or amendments to Surcharge Distribution Forms must be in writing, signed by ATM Owner herein named and by DNS at its primary place of business. No deviation from the payment schedule authorized by ATM Owner shall be processed by DNS without the express written consent of ATM

Owner unless otherwise provided herein. DNS' obligation to distribute surcharge is contractual and no agency or fiduciary relationship shall be construed to exist.

III. Rights and Obligations of ATM Owner

A. Honor Qualifying Cards. ATM Owner shall honor all valid qualified cards when properly presented by customers for transactions, and shall maintain a policy, which shall not discriminate among customers seeking to use a qualified card. If a transaction charge or surcharge is permitted by the card issuing bank or network, and ATM Owner chooses to impose any such charge or surcharge against the customer, notice of the imposition of any such charge or surcharge must be prominently displayed in a manner which makes the customer reasonably aware that such a charge or surcharge exists *prior* to the completion of a transaction.

B. Displaying Service Marks, Symbols, and Names. ATM Owner shall adequately display all program symbols, service marks, and names on promotional materials that inform the public that ATM Owner will honor qualifying cards. ATM Owner's right to use and display such symbols, marks, and names shall continue only so long as this Agreement is in effect and for such period as DNS has the requisite authority to use or display said service marks. ATM Owner bears all responsibility for compliance with local, state, or federal regulations regarding use or display of said symbols, marks, or names.

C. Unacceptable Cards and Transactions. ATM Owner shall not complete any transaction that arises from the improper use of a qualified card, or for which the bank issuing a qualified card does not respond with an authorized number for the transaction. DNS shall not be in any way responsible or liable for the settlement of any such transaction.

D. Authorization for Transactions. All completed transactions utilizing a qualified card shall be the result of the qualified card being read by an electronic terminal and the customer having correctly entered their authorized secret code, personal identification number ("PIN"), or other such identifying number. In each case and for all transactions, ATM Owner shall only utilize the electronic terminal provided by or expressly approved by DNS to obtain authorization for a transaction utilizing a qualified card. In no case shall ATM Owner allow any employee, agent, assignee, or third party other than the customer to have access to or to enter any (PIN) or secret code.

E. Settlement of Cash Transactions. Qualified cards may be used at ATM Owner's location for cash ATM transactions. Selected cash amounts will be dispensed. ATM Owners ATM machine shall deliver to the customer a true and correct copy of the transaction document (receipt) evidencing the transaction involving the use of a qualified card or ATM Owner shall provide a receipt reprint. Said receipt shall be delivered to the customer at the conclusion of the transaction.

F. Preservation of Transaction. ATM Owner shall preserve evidence of all transactions involving the use of a qualified card in conjunction with ATM Owner's Terminal (s) which are provided by or expressly approved by DNS. ATM Owner shall retain a copy of transaction slips or logs evidencing transactions involving the use of qualified cards for a minimum period of three (3) years following the date of the transaction, or longer if so required by local, state, or federal law or banking regulations.

G. Non-Disclosure and Confidentiality. ATM Owner shall insure that proprietary or confidential information is neither disclosed to nor discovered by any third parties. Such information includes, but is in no way limited to the following: the identity or nature of any Hardware, Components, Processing Companies, Settlement Banks, Programming Networks, Software, or other information of aproprietary nature, or the interaction thereof. This clause extends to all processing products owned, sponsored, maintained, acquired, or placed with ATM Owner by DNS, and to any product which ATM Owner or its successors or assigns has a direct or indirect interest. ATM Owner expressly warrants that it will not reverse engineer any DNS products, or attempt to copy or otherwise duplicate any of DNS' software, components, mechanical parts, or interactions thereof. ATM Owner also expressly agrees not to contact any of DNS' product vendors or software development companies and to terminate any such unintentional contact upon its discovery. These non-disclosure and confidentiality clauses shall be in effect for a term of not shorter than three (3) years after the expiration of this agreement and any subsequent renewals thereof and are in addition and supplemental to any Confidentiality and Non-Disclosure Agreement which may exist between the Parties and which is hereby ratified and incorporated herein by reference.

H. Transaction Processing. ATM Owner expressly acknowledges that all ATM transaction processing at the location for the term of this contract and subsequent renewals shall be the exclusive right of DNS and may not be resold or otherwise transferred in any manner to a third party without prior written permission of DNS.

I. Compliance with Applicable Laws and Regulations. ATM Owner agrees to comply with all applicable local, state, and federal laws, regulations, and ordinances and with all regulations or rules of any Banking ATM or Network in the performances of its obligations under this agreement. ATM Owner agrees to indemnify and hold harmless from any and all liability, loss, costs, damages, attorney's fees, and expenses of any kind or nature, either known or unforeseen, which DNS may sustain by reason of ATM Owner's failure to comply with such laws, rules, regulations, or ordinances. ATM Owner shall not, without written consent, sell, purchase, provide, or exchange customer account numbers or information of any kind regarding customer activity obtained by reason of qualified card transactions to any third party other than ATM Owner's direct agents, in the course of ATM Owner's business, DNS, or pursuant to a valid governmental request or court order. ATM Owner shall not knowingly facilitate any transaction that was not originated as a result of an act between a qualified cardholder and ATM Owner. ATM Owner understands and expressly agrees that DNS shall not be held responsible for any Network problems. However, DNS agrees to act in good faith and with reasonable diligence in attempting to resolve such problems.

J. Equipment. This agreement for processing service does not include equipment or devices for the transmission or receipt of processing services. If ATM Owner desires to obtain such equipment or devices from DNS, a separate agreement must be executed.

IV. Mutual Obligations

A. Notices. Any notice required or permitted to be given under this agreement shall be given in writing by depositing such notice in the United States Mail, postage pre-paid. Notice to DNS must be addressed to DNS at P.O. Box 4247, Ft. Walton Beach, Florida 32549-4247. Notice to ATM Owner must be addressed to ATM Owner at the address set forth below in this agreement. ATM Owner hereby waives notice of default or non-payment protest or notice of protest, demand for payment and any other demands of notices in connection with this agreement or any transaction document governed hereunder.

B. Network Agreement. In accordance with agreements between DNS and its contracting Networks, DNS shall give ATM Owner written notice of any recommendation or requirement by any such Network or other entity having jurisdiction over any transaction involving a qualified card to modify or amend this agreement. In such an event DNS will specify the exact language of such a modification or amendment, and such a modification or amendment shall be effective immediately upon receipt of notice.

C. Term, Termination, and Renewal. The term of this agreement shall be in effect for an initial period of five (5) years commencing on the date of its execution and shall thereafter automatically renew for two successive five (5) year periods unless terminated in writing by either party not less than one hundred twenty (120) days prior to the expiration of the initial term or subsequent renewal term. All clauses, terms, and covenants contained in this agreement are subject to said term or any extension thereof. Notwithstanding any provisions contained herein to the contrary, DNS reserves the right to terminate this agreement for any substantial or continuing breach by ATM Owner of any term of this agreement upon ten (10) days written notice of such termination to ATM Owner. Should this agreement be terminated for any reason, DNS has the right to escrow the surcharge for up to (6) months for funds to mitigate processing costs incurred by DNS.

D. DNS agrees to act in good faith in regard to all clauses, terms, and covenants contained in this agreement. DNS further agrees to exercise reasonable diligence in resolving problems with Networks and processing.

E. Terminal Adjustments. In the event of a customer dispute concerning a qualified transaction, DNS or the settlement bank may escrow the disputed amount against surcharges payable and are hereby authorized to ACH this amount from customer or applicable account.

V. Pricing and Payments

A. Base Price. DNS shall provide the services specified under this agreement based on National ATM Network as well as Regional ATM Network fee schedules. This pricing will be determined based upon the type of equipment and service that ATM Owner is using. The parties expressly recognize and agree that the base prices set forth in the price schedule may vary as

services are added, abandoned, or altered or by written agreement of both parties and that such variances shall have no effect on this ATM agreement. DNS shall be allowed to alter said pricing agreement to reflect changes in revenues without affecting the provisions of the contract.

B. Payment for Services. ATM Owner agrees to pay, upon receipt of invoice, all applicable charges, which remain unpaid as a result of an insufficient daily volume of transactions to cover the costs of such charges. If any payment due DNS under this or any subsequent agreement is not received within twenty (20) days of the mailing of an invoice for such balances due, DNS may, at its sole discretion, discontinue providing services to ATM Owner without notice and without penalty of any kind. Such services will be reactivated or reinstated only after DNS has received full payment plus any pre-payment amount or deposit which DNS in its sole discretion deems appropriate. Any balances due to DNS which remain unpaid for thirty (30) days or more will be subject to interest charges of one and one-half percent (1.5%) per month, or the maximum amount allowed by law, whichever is greater, until all such balances are paid in full. This clause extends to all products and services governed by this agreement individually and collectively.

VI. ATM Owner Usage and Alienability Obligations

A. Exclusive Use Only. ATM Owner expressly agrees that it and its agents, assigns, and employees will use the products and services provided by DNS solely for its own benefit and will not transfer any part or portion of those services or products to any third party, nor allow any third party to have beneficial use thereof. ATM Owner expressly agrees that it will use the products and services provided by DNS in accordance with any and all applicable local, state, and federal laws, regulations and communications common tariffs. ATM Owner expressly agrees that it will use the products and services provided by DNS in full accordance with any conditions of use which may be established, specified, promulgated or required by DNS, in any exhibit or addendum to this agreement or in any manuals, documents, or instructions furnished to ATM Owner by DNS.

B. Restricted Usage. DNS and ATM Owner expressly stipulate that DNS has been given adequate reason to believe that ATM Owner intends to use any consumer credit or other information provided hereunder solely in connection with a transaction involving a consumer on whom the information is to be furnished and involving a qualified card. DNS and ATM Owner expressly stipulate and agree that ATM Owner warrants this restricted usage for the benefit of DNS in compliance with all applicable state and federal laws and ATM Owner agrees to furnish upon demand a statement to that effect to DNS in a form reasonably acceptable to DNS.

C. Reselling. ATM Owner expressly agrees that it will not resell the services in any form without the express written consent of DNS. In the event that ATM Owner authorizes any persons or entities not parties to this agreement to access or use any of the services provided hereunder, ATM Owner agrees to indemnify and hold harmless DNS from any and all claims and liability of any kind arising from that use. DNS may at its sole discretion refuse to honor any or all of the terms of this agreement with regard to third parties.

VII. Limitation and Liabilities

A. Provisions for Liability. With the exception of funds that are transferred to reimburse ATM Owner for cash dispensing transactions, DNS and ATM Owner expressly agree that DNS' liability to ATM Owner, if any, arising hereunder shall be limited to general money damages in an amount not to exceed the total transaction charges collected by DNS under this agreement during and limited to the six (6) months immediately preceding the date on which ATM Owner's claim for such damages arose for any matters arising out of, or in any way connected to or related to DNS' performance under this agreement including, but not limited to, liability for authorizing or failing to authorize transactions on behalf of ATM Owner. Such general monetary damages shall be ATM Owner's sole and exclusive remedy, and ATM Owner hereby releases DNS from any and all liability for special, incidental, consequential, or exemplary damages and any damages or sums paid or incurred by ATM Owner to third parties. DNS and ATM Owner agree that these damage limitation provisions are both reasonable and conscionable to both parties in light of all present and reasonably predictable circumstances, including, but not limited to, the amount of fees charged by DNS under this agreement and the possible amount of actual damages to ATM Owner. In any event, either party may bring an action arising under this agreement more than one calendar year after such a cause of action has accrued. If DNS is required for any reason to appear in, or is made a defendant in a legal action with respect to services provided under this agreement, ATM Owner agrees to indemnify and hold harmless DNS for any and all loss, liability, and expense, with the singular exception of any loss, liability, or expense arising directly and proximately out of DNS' own negligence or lack of reasonable care, in which case DNS' liability shall be limited as described above.

B. Force Majeure. ATM Owner expressly agrees that DNS will be in no way responsible nor liable for any loss, expense, or cost incurred by ATM Owner, customers, third parties, or other entities as a result of any cause or factor beyond the reasonable control of DNS, including, but not limited to, weather, Acts of God, war, fire, explosions, power failures, Government priorities, labor difficulties, supplier failure or delay, civil disorder, breakdown or malfunction of equipment or machinery, transportation facilities or other equipment of any nature. DNS shall, however, make all reasonable good faith efforts to limit the duration of any such delay.

C. General Good Faith Obligations. Both DNS and ATM Owner agree that each will use its best good faith efforts to comply with all applicable local, state, and federal laws, ordinances, rules, and regulations and the rules and regulations of all Networks and any provider of affiliated service under this agreement.

D. Use of DNS Name and Logo. ATM Owner expressly recognizes and agrees that the DNS name and logo are registered service marks of DNS. For the duration of the term, and any subsequent terms, of this agreement, DNS agrees to allow for the use of the name and logo on all terminals processed or marketing materials developed, provided, created, or covered by this agreement subject to graphics standards and usage limitations as specified at any time by DNS. ATM Owner agrees to cease and desist in the use of any and all such materials at a date no longer than thirty (30) days after the termination of this agreement.

E. Immediate Violations. ATM Owner expressly recognizes and agrees that if they are in material violation of any term of this agreement, it may result in temporary or permanent discontinuance of service by DNS and the temporary or permanent shut down or disablement of the ATM machine or machines.

F. Choice of Law, Attorneys Fees and Costs. All disputes, disagreements, or discrepancies regarding the terms, clauses, articles, or the execution thereof or performance thereunder, shall be governed and resolved in accordance with the laws of the State of Florida, with sole and exclusive jurisdiction and venue in Okaloosa County, Florida. In any action at law or in equity relating to the subject matter of this agreement, including an action for declaratory relief, the prevailing party shall be entitled to an award of reasonable attorney fees and costs of the action in addition to any other damages awarded.

G. Entire Agreement. This agreement, consisting of five (5) single sided pages and seven (7) numbered sections, is the entire intended agreement between DNS and ATM Owner relating to the subject matter hereof and all prior, contemporaneous, or subsequent representations, negotiations, understandings, or agreements, whether oral or written, are hereby superseded. No modification or amendment of this fully integrated agreement shall be valid or effective unless it is set forth in writing, signed by both parties, and incorporate by reference this agreement.

_____		_____
ATM Owner Signature		Date
_____		_____
Account Owner Signature		Date
_____	_____	_____
DNS Signature	Title	Date