

Declaration Agreement

- Select One: Applicant is an Individual or a Sole Proprietor (complete Section C)
 Applicant is a Company (complete Section D using information from the Articles of Incorporation)

Then check appropriate applicant role(s):

- ATM Operator or
 ATM Source of Funds Provider or
 Both ATM Operator and ATM Source of Funds Provider

PATRIOT ACT DISCLOSURE: IMPORTANT INFORMATION ABOUT PROCEDURES FOR BECOMING A CUSTOMER – To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each individual or entity who becomes a customer. When you become a customer, we will ask for your name, address, date of birth, and other information that will allow us and our sponsor bank, Pathward, National Association (“Bank”), to identify you. We may also ask to see your driver’s license or other identifying documents.

Section A Terminal Deployment Location [Requires completion]		
1. Name of Location (Doing Business As)		2. Physical Street Address of Location
3. City, State, Zip of Location		4. Location Phone Number
5. Business Tax ID Number of Merchant		6. Type of Business (Sole Proprietor, Partnership, LLC, Corporation, Financial Institution)
7. Merchandise/Services Sold where terminal is deployed		8. Financial Institution Number (FI#, FDIC, NCUA, ASI)
Section B Deployed Terminal Information [Requires completion]		
9. Terminal Identification Number		10. Processor of deployed terminal
Section C Applicant is an Individual or a Sole Proprietor		
11. Applicant First Name		12. Applicant Last Name
13. Applicant (Home) Physical Street Address		14. Applicant (Home) City, State, Zip
15. Applicant Social Security Number	16. Applicant Date of Birth (mm/dd/yyyy)	17. Applicant Home or Mobile Phone Number
Section D Applicant is a Company (Partnership, LLC, Corporation, Financial Institution)		
18. Company Legal Name as stated on Articles of Incorporation		19. Company Address as stated on Articles of Incorporation
20. Company City, State, Zip as stated on Articles of Incorporation		21. Company Federal Employer Identification Number (FEIN)
Section E Application Declaration, Agreement between ATM Operator/ATM Source of Funds Provider and ISO		
<p>22. The undersigned Applicant (“the named ATM Operator/ATM Source of Funds Provider”) provides consent to the undersigned ISO (“ISO”) for all the following and affirms that all information contained in this Application for Sponsorship, and any other documentation supplied thereto, is true and correct.</p> <ul style="list-style-type: none"> - Applicant understands that Pathward, National Association (“Bank”) sponsors the ATM Terminal and financial transactions on the ATM Terminal that the Applicant will financially participate in. - The Applicant is applying for an account relationship with Bank, as an ATM Operator and/or ATM Source of Funds Provider sponsored by the Bank. - The Applicant acknowledges in order to fight the funding of terrorism and money laundering activities, Bank is required to verify the identity of each person who opens an account with Bank. - The Applicant agrees that the Bank is authorized to obtain Consumer and (if applicable) Business Credit Reports and to undertake a criminal Background Investigation in connection with this Application. - Applicant authorizes Bank or any of its agents to investigate information or data obtained from this application. - If the Applicant is a company, Applicant hereby provided authorization for such Company. - Applicant agrees to provide any further information, including financial data, as may be reasonably requested by Bank. - Applicant may, upon written request, obtain a complete and accurate disclosure of the nature and scope of the investigation requested hereunder. - Applicant acknowledges that Bank may accept or deny this Application in its reasonable discretion. - Applicant agrees to comply at all times with applicable laws and regulations as well as banking, regulatory, and network rules, including but not limited to the Plus Systems, Inc., MasterCard/Cirrus, etc. Bylaws and Operating Regulations, which Bylaws and Operating Regulations may be amended from time to time. - Applicant understands the Bank may terminate this relationship in Bank’s sole discretion or in the event that the Applicant or ISO fail to comply with the Bylaws and Operating Regulations and/or governing regulations. - Applicant agrees that they will indemnify and hold harmless the Bank, the processor, the Networks you participate in (including but not limited to Plus System, Inc., MasterCard/Cirrus, etc.) and Network Members, from and against any and all claims, losses, or damages arising out of Applicant’s or ISO’s failure to comply with this Agreement, with applicable laws and regulations, and with the Bylaws and Operating Regulations and/or governing regulations - Applicant agrees that the surcharge amount assessed at a sponsored Terminal shall be fair and reasonable and in accordance with Operating Regulations, Bylaws, and/or governing regulation - Applicant is not a cannabis related business and is not affiliated with a cannabis related business. 		
Signature of ATM Operator/ATM Source of Funds Provider		Signature of ATM ISO
Signature		Signature
Name		Name
Title/Date		Title/Date



ATM Processing Agreement

This ATM Processing Agreement (“Agreement”) is made and entered into this _____ day of _____, 20____ by and between NationalLink, Inc. (“NationalLink”) a California Corporation, with its principal offices at 2235 Auto Centre Drive, Glendora, CA 91740 and ATM Operator (Name of Business) _____ (“Operator”) with the address and Principal / Owner information as indicated on the attached first page of this ATM Operator Application and Agreement. In consideration of the mutual covenants and agreements herein contained, the parties intending to legally bind themselves, hereby agree as follows:

1. **Equipment:** Operator agrees to operate its own AUTOMATED TELLER MACHINE (“ATM”) on the premises in an indoor location(s) as mutually agreed and as identified herein (the “Location”).

2. **ATM Lease and Ownership:** If ATM is leased, Buyer / Operator understands and acknowledges that through the lease purchase Agreement, Leasing company owns the ATM and buyout by Lessee is made at the end of the full term of lease as per the Lease Buyout Plan. During the full term of such lease, NationalLink and/or its affiliates or assignees will process and service said ATM terminal. The term of the processing Agreement is for the full term of the lease or whichever is greater.

3. **Application for Network Approval and Processing:** Upon receipt of this Agreement, executed by Operator, NationalLink will make the necessary applications with the Networks for approval of Operator to enroll as a Member, and Operator hereby authorizes NationalLink to make such application on Operator’s behalf. NationalLink agrees to provide and Operator agrees to utilize NationalLink’s processing services exclusively during the term of this Agreement and any extended renewal period. This Agreement shall inure to the benefit of and be binding upon any successors or assigns of NationalLink or any permitted successors or assigns of Operator.

4. **Surcharges and Rebates:** Surcharges and rebates are for surchargeable cash withdrawal transactions only. NationalLink will provide Operator with monthly statement reflecting all transactions and net rebates. Rebates will be distributed monthly on or before the 20th of each calendar month following the calendar month in which the transactions occurred.

5. **Installation & Setup:** If Operator purchases ATM from NationalLink and upon execution of the Agreement, Operator authorizes NationalLink or any of its agents or sub-contractors to install the ATM(s) at the location(s) set forth on this Agreement. Any special installation requests or circumstances requiring additional charges to be incurred, arising due to Operator, will be paid by Operator. Operator shall be fully responsible for changing any factory installed passwords at time of delivery to ensure against unauthorized access to ATM.

6. **ATM Signage or Display Systems:** Operator hereby authorizes NationalLink to place a Display System(s), digital or print on the ATM at Operator’s location which may state the Fee Notice, ATM operating instructions, identity of ownership of ATM and all network Logos to which the ATM affords access to. Such Display System(s) may provide electronic video advertising and/or related product promotion. NationalLink reserves the exclusive right to place advertising on the ATM. In the event a Display System is installed, NationalLink may share revenue with Operator at NationalLink’s sole discretion. NationalLink will be solely responsible for the installation, maintenance and/or removal of any Display Systems, including the presence of required feed notice stickers pursuant to Regulation E of the Electronic Fund Transfer Act (12 CFR 205) .

7. **Advertising Rights:** NationalLink retains the sole right to advertise on or about the ATM in any manner it may so choose. Both operator and NationalLink understand that under NO circumstances shall Operator allow any advertising to be displayed, promoted or affixed to the ATM or coupons without the express written consent of NationalLink.

8. **Exclusivity:** Operator shall not permit the removal of the ATM from the Premises nor allow the placement of any other ATMs on the Premises nor subscribe to any other data processing service for processing ATM transactions during the term of this Agreement or any extended renewal periods, except as may be agreed by NationalLink in writing or required by any leaser of the ATM. Operator shall not assign or in any way dispose of all or any part of its rights or obligations under this Agreement without prior written consent of NationalLink.

9. **Operator Maintenance:** Operator maintenance is the sole responsibility of Operator. “Operator maintenance” includes first line maintenance including but not limited to the following including maintenance services, prompt emergency services, parts repair and/or replacement if parts contract is purchased, labor and travel for the maintenance of said Equipment if labor contract is purchased.

10. **Parts and Labor:** All parts, labor maintenance monitoring and reports shall be supplied at the expense of Operator per service call. Operator understands that parts are not included and are chargeable to Operator. Extended warranty and a Maintenance agreement may be purchased from NationalLink.

11. **Insurance Requirements:** Operator agrees to protect the ATM from damage, loss, theft or destruction. Operator shall provide and maintain property insurance against loss, theft, damage or destruction of the ATM in an amount not less than full replacement value of the ATM. Operator is solely responsible for providing security against theft at the Location and NationalLink shall have no liability to Operator in the event of theft or damage. All cash kept in the ATM shall be the property of the Operator (unless these services have been hired or contracted out) and Operator shall bear the risk of loss if any cash is stolen or otherwise lost or destroyed.

12. Term & Termination: The initial term of this Agreement shall be sixty (60) months and shall commence upon the date hereof and shall be automatically renewed after the initial term for successive sixty (60) month terms, provided, however that either party may, by giving other party no more than one hundred twenty (120) and no less than sixty (60) days before termination date, written notice terminating this Agreement at the end of initial or subsequent terms. Should this Agreement be terminated by Operator for any reason prior to the end of the initial or any subsequent term, Operator Agrees to pay a one-time termination fee equal to the greater of either: 1) \$100.00 per month times the number of months remaining on the effective term at the time of termination, or; 2) the amount equal to \$0.50 (50cents) times the average monthly volume of surchargeable transactions in the last six (6) months of the ATM's operation multiplied by the number of remaining months remaining on the effective term at the time of termination.

13. Right of First Refusal: Upon the termination or expiration of this Agreement, NationalLink shall have the right of first refusal to provide transaction processing, or equivalent services, to Customers at Location(s) on financial terms (whether structured as a buy-rate, commission, or otherwise) and conditions no less favorable to Operator than the financial terms and conditions proposed to be provided to Operator by alternate providers. NationalLink may exercise such right of first refusal by notifying Operator of its intent to do with within thirty (30) calendar days of Operator delivering to NationalLink notice of the financial terms and conditions offered to Operator by such alternate providers. The provisions of this section shall survive any termination or expiration of this Agreement.

14. Property Ownership, Assignment: Operator represents that they are the owner of the premises or hold a lease or option to renew the lease for said premises of equal or greater length than the term of this Agreement or that they have authority to place an ATM at said premises and enter into Agreement as the agent of its principal. Should Operator sell the business, the premises and/or the ATM then Operator shall have the obligation to immediately notify NationalLink, and notify the purchaser of the existence of this Agreement, and Operator shall require as a condition of sale that purchaser assumes the remaining term of this Agreement and all obligations contained herein. In the event the purchaser refuses to accept an assignment of this contract the Operator shall be obliged to buy-out NationalLink for the greater of the sums to be calculated as indicated in Section 12 (the termination fee).

15. Equipment Relocation: In the event Operator transfers or moves its business from the Location, Operator shall notify NationalLink not less than thirty (30) days prior to any such event. In such event, this Agreement shall be automatically deemed amended to apply to Operator's new Location for the remaining term of this Agreement.

16. Cancellation: In the event of default by NationalLink, Operator shall send a written Notice of Default to NationalLink via certified mail, return receipt requested. Thereafter, NationalLink shall have sixty (60) days after receipt of the Notice to cure the default. Failure to cure the default shall result in the immediate cancellation of this Agreement. Notices are to be sent to the addresses shown on this Agreement.

17. Indemnification: Operator shall indemnify NationalLink and hold NationalLink, and its officers, directors, employees, agents, and independent contractors, harmless of, from and against any and all claims, liabilities, costs, attorney's fees, losses or expenses, directly arising or resulting from the installation, use maintenance, or removal of the ATM or the services covered by this Agreement accruing after the date hereof and/or from Operator's breach of this Agreement, except to the extent such claim, liability, costs, loss or expense, or a portion thereof arises directly from the gross negligence or willful misconduct of NationalLink, its officers, agents, or employees. This provision shall survive termination of this Agreement.

18. Limitation of Liability:

- a. Except for insuring that funds are transferred to reimburse Customer for cash dispensing transactions, NATIONALLINK SHALL HAVE NO LIABILITY FOR SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OR SUMS PAID BY OPERATOR TO THIRD PARTIES, except as otherwise provided herein.
- b. No action arising out of this Agreement may be brought by either party more than one year after the cause of action occurred.
- c. Operator agrees that NationalLink will not be liable for any loss, expenses or cost incurred by Operator or any person or entity as result of any cause beyond the reasonable control of NationalLink including but not limited to, malfunction or breakdown of equipment.
- d. In any dispute between parties, whether or not resulting in litigation, the prevailing party shall be entitled to recover from the other party all reasonable costs including, without limitation, reasonable attorney's fees. "Prevailing party" shall include, without limitation, a party who dismisses an action for recovery in exchange for sums allegedly due, performance for covenants allegedly breached or consideration substantially equal to the relief sought in the action.
- e. NATIONALLINK MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE CASH DISPENSING SERVICES, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT. NO ORAL OR WRITTEN PRESENTATION OR STATEMENT MADE BY NATIONALLINK OR ANY OF ITS AGENTS OR EMPLOYEES INCLUDING BUT NOT LIMITED TO, ANY SPECIFICATIONS, DESCRIPTIONS OR STATEMENTS CONTAINED IN USER GUIDES PROVIDED TO CUSTOMER, SHALL BE BINDING UPON NATIONALLINK AS A WARRANT PROMISE OF PERFORMANCE UNLESS EXPRESSLY CONTAINED IN THIS AGREEMENT.

19. Disputed Payouts: Operator hereby understands and agrees that any incorrect or disputed payouts greater than ninety (90) days old will not be reviewed or paid by NationalLink.

20. Pass On Fees: Both parties to this Agreement understand and agree that, in from time to time, there may be certain fees and costs (whatever the nature) which were assessed upon NationalLink beyond its control which NationalLink must pass on to Operator. For this reason, the parties understand that NationalLink retains the right to pass on such fees and costs, whatever their nature, on to Operator.



21. **Network Chargebacks:** Operator acknowledges that NationalLink does not process cash transactions, but the same are processed by the cardholder’s financial institution or others. In the event any transaction or daily settlement amount is disputed by a cardholder’s (Customer’s) financial institution or the processor and, as a result, charged back by the financial or processor, Operator hereby authorizes and approves charging the amount of any such dispute, plus any assessed fees, directly to the Operator’s clearing account with NationalLink (as identified in the ACH form) or, the amount of any such dispute may, at NationalLink’s discretion, offset and reduce any transaction processing fees, daily settlements or remaining surcharge revenue due Operator, in any form, under this Agreement. Notwithstanding, NationalLink shall exert reasonable efforts to assist in the resolution of any dispute.

22. **Controlling Law and Venue:** This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of California. The jurisdiction and venue for any proceeding to interpret or enforce this Agreement shall be in Los Angeles County, California.

23. **Compliance with Rules and Regulatory Authorities:** Operator and NationalLink will comply with all applicable laws and regulations, including without limitation, such laws and regulations of federal, state and local governmental authorities and the National Automated Clearing House Association, as required. If a Regulatory Authority makes a demand on either Operator or NationalLink that the parties (or either of them) discontinue or substantially modify this Agreement or asserts that the responsibilities conducted hereunder is in violation of the NACHA rules, either party is its sole discretion may terminate this Agreement upon written notice to the other, in which even this Agreement shall be terminated as provided herein, and neither party shall be deemed in default hereunder by reason of such termination. Upon such termination, NationalLink shall continue to pay compensation due to Operator as provided herein unless prohibited by the Regulatory Authority.

24. **Entire Agreement:** This Agreement constitutes the entire Processing Agreement of the parties hereto. There are no other promises, representations, terms, conditions or obligations other than those contained herein. This Processing Agreement supersedes all prior communications, representations or Agreements, oral or written; between the parties in regards to the services that NationalLink or the ATM provides and shall not be modified except in writing and signed by both parties.

25. **Adjustments:** Under current Banking rules and regulations “Reg. E”, NationalLink is not liable for adjustments due to fraudulent ATM Transactions which occur without the authorization of the cardholder or the knowledge of the Operator. However, Operator shall audit and balance the ATM and shall promptly, but in no event more than thirty (30) days after the date of any disputed or missing item, notify NationalLink of any disputed or missing item or items. NationalLink shall not be liable for any recovery of any amounts over thirty (30) days prior to the date NationalLink was notified of the disputed or missing item although NationalLink will use its best efforts to recover any amounts over thirty (30) days from the disputed date. Operator shall print ATM Journal and store such journal showing transaction records for at least one (1) year. In the event a transaction is disputed by a cardholder’s Bank, a copy of the Journal must be provided showing that transaction record, the disputed amount may be charged to Operator’s account until the adjustment has been settled.

26. **Authorization for Automated Clearinghouse (ACH) Transactions:** Operator hereby authorizes NationalLink and/or designated assignee to initiate ACH transfer entries to the DDA bank account indicated herein. Transfers include daily transaction settlement, adjustments, account maintenance, lease payments and approved amounts.

27. **Guarantee:** The undersigned hereby guarantees all representation, warranties, and obligations, sums due and owing hereunder to NationalLink under this Agreement. This guarantee shall be effective as to the initial term and to the renewal of any term of this Agreement and any claims guaranteed hereby or extensions of time of payment or operation of any ATM services rendered by NationalLink, and shall not be affected by the surrender or release by NationalLink of any other or additional security NationalLink may hold for any claim hereby guaranteed. NationalLink shall be under no obligation to give the undersigned notice of renewal or extension of existing obligations. In the event of default by the undersigned, the undersigned hereby agrees to pay on demand all sums then due and all losses or expenses which may be incurred by NationalLink including but not limited to, reasonable attorneys fees.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Agreement as of the date stated below. Your signature below acknowledges your receipt of a copy of this contract.

Operator:

Signature: X _____
Printed Name: _____
Title: _____
Date: _____

NationalLink, Inc.

Signature: X _____
Printed Name: _____
Title: _____
Date: _____



NEW TID SET-UP FORM

Email to: Processing@nationallink.com

OR Fax to: 877-906-5465 Tel: 877-428-6332

Location Name		Flat Surcharge \$ _____	Surcharge Percent (%) _____ %	Communication Method <input type="checkbox"/> Ethernet / TCPIP <input type="checkbox"/> Wireless	
Location Street Address		City	ST	Zip	
Location Contact		Contact Phone #	Email monthly statement to:		
ATM Manufacturer	ATM Model	S/N	Email for On-Line Portal Access:		
Processor: <input type="checkbox"/> CDS <input type="checkbox"/> DNS <input type="checkbox"/> Switch Commerce <input type="checkbox"/> 1st ISO			Note Denomination <input type="checkbox"/> \$10 <input type="checkbox"/> \$20 <input type="checkbox"/> Other _____	# of Cassettes _____	

Surcharge Split	Amount / Transaction	Last 4 digits of Bank Acct	Merchant FEES	
ATM Owner	\$ _____		<input type="checkbox"/> Processing Fee	\$ _____
Vaulter	\$ _____		<input type="checkbox"/> Statement Fee	\$ _____
Location	\$ _____		<input type="checkbox"/> Wireless	\$ _____
Other	\$ _____		<input type="checkbox"/> EBT Monthly Fee	\$ _____
Other	\$ _____		<input type="checkbox"/> EBT Trans. Fee	\$ _____
Total Surcharge (Must equal 100%)		\$ _____	Vault Cash Bank Account - last 4 digits: _____	

Optional Value Add Features	
<input type="checkbox"/> Credit Card Segmentation:	Add'l Credit Card Mark-up: \$ _____ (Dollar Amount)
<input type="checkbox"/> LibertyX Bitcoin (Buy / Sell Bitcoin)	Income Split: Affiliate _____ % Other _____ %
<input type="checkbox"/> DCC - Dynamic Currency Conversion (International Cards)	

Installation - Reprogram - Supplies	
Send Welcome Kit to: <input type="checkbox"/> Location <input type="checkbox"/> Affiliate	Install / Reprogram By: <input type="checkbox"/> Affiliate <input type="checkbox"/> NationalLink
Paper Rolls BILL to: <input type="checkbox"/> ATM Owner <input type="checkbox"/> Affiliate	Field Service By: <input type="checkbox"/> Affiliate <input type="checkbox"/> NationalLink
	If N'Link services ATM, BILL: <input type="checkbox"/> ATM Owner <input type="checkbox"/> Affiliate <input type="checkbox"/> NationalLink

Additional Instructions

Partner Name _____ Partner Number _____ Signature _____ Date _____



EQUIPMENT ORDER FORM

Fax to (909) 670-1990

Distributor Name:	
Distributor No.:	Date:

BILL TO

SHIP TO

Business Name _____
 Contact Person _____
 Address _____
 City _____ ST _____ Zip _____
 Phone _____

Business Name _____
 Contact Person _____
 Address _____
 City _____ ST _____ Zip _____
 Phone _____

ATM Installation by NationalLink Distributor Will Call From NationalLink Pickup Date: _____

Item Description	Qty Ordered	Unit Price	Total Price
ATM Model:			
Topper:			
Sign Package:			
Welcome Kit:			
Programming:			
Other:			

Billing

Terms: _____ Lease

Visa MasterCard AMEX Check / Money Order

Name on CC _____ EXP. Date _____

Credit Card # _____

Equipment Total	
Tax _____%	
Sub-Total	
Shipping	
Installation	
TOTAL	

Special Instructions:

