

ATM SERVICE AND LOADING AGREEMENT

This ATM Service and Loading Agreement is entered into and effective this ____ day of _____, 202__, by and between Acme Consulting Group, Inc., (ATM Owner) and _____, (Loader), for the purpose of furnishing currency on ATM Owner's ATMs. The parties agree as follows:

1. Term

- a. This Agreement shall be in effect on MONTH TO MONTH basis and shall renew each consecutive month. The commencement date of this Agreement shall be the date the first ATM is reprogrammed and loaded with Loader cash.
 - i. This Agreement can be terminated by either party by providing written notice of its intent to terminate at least thirty (30) days prior to the expiration of the current term. The termination can be for a single ATM unit, more than one or all the ATMs.
 - ii. In the event that any ATM is out of money for more than 72 hours due to negligence of any of either party the Agreement for that ATM can be immediately terminated by the non-negligent party at its sole discretion.

2. Ownership

- a. ATMs are 100% owned by ATM Owner. Loader shall not under any circumstances sell, encumber, pledge, mortgage, or perfect a lien against the ATM equipment.
- b. Loader maintains full title to, ownership of and responsibility for all cash in the ATMs and agrees and acknowledges that Service Provider alone shall bear all risks of theft, loss or destruction of such cash.

3. Responsibilities

- a. Owner
 - i. Owner will provide processing services for the ATMs and provide Loader access to the online reporting tool.
 - ii. Owner is responsible for the proper operation of the ATMs ensuring the ATMs have the current software and are compliant with industry regulations.
- b. Loader
 - i. Loader will furnish all cash, load, and monitor cash levels for the operation of the ATMs.
 - ii. Loader will reasonably maintain cash levels at all times ensuring there is sufficient cash to satisfy reasonable ongoing cash withdrawal requirements for each ATM.
 - iii. Loader shall also provide, on an as-needed basis, First Line Maintenance (fixing receipt paper jams, bill jams, replacement of receipt paper and all other ongoing basic maintenance services customarily applicable to retail ATMs) in an expeditious, but reasonable time frame at no additional charge.

4. Compensation

- a. ATM Owner will compensate Loader on a case-by-case basis for each successful withdrawal transaction at the ATMs.

5. Non-Solicitation

- a. Loader agrees that at no time, throughout the duration of this Agreement and after termination of this Agreement, is it permissible for the Loader, or any of its affiliates, to, directly or indirectly, solicit, or attempt to solicit Owner's customers, clients, or accounts for ATM placements, cash loading, repair or maintenance work.

6. Independent Contractor Relationship

- a. The Parties agree that this Agreement creates an independent contractor relationship only, and not an employment relationship.

7. Notice/Venue

- a. All notices related to this Agreement can be made by mail or electronic mail.
- b. This Agreement shall be interpreted under, and governed by, the Laws of the State of _____. The parties hereto agree that any action relating to this contract shall be instituted and prosecuted in the Courts of the _____ County, _____ (state), and each party hereto waives the right to change of venue or trial by jury.

- c. The prevailing party in any dispute under this Agreement shall pay all costs and expenses, including expert witness fees and attorneys' fees, incurred by the prevailing party in resolving such dispute.

8. Entire Agreement/Waiver

- a. This Agreement constitutes the entire Agreement of the parties hereto. There are no other promises, representation, terms, conditions, or obligations other than those contained herein. This Agreement supersedes all prior communications, representations or Agreements, oral or written between the parties and shall not be modified except in writing signed by both parties.
- b. A waiver by either party of a breach of any provision of this Agreement shall not constitute a waiver of that party's right to demand strict compliance with this Agreement.

9. Binding Effect On Successors

- a. This Agreement is binding on the parties and its respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement, acknowledging that they have read and understood the terms and conditions set forth herein, and agree to be bound by them.

LESSEE:

LESSOR:

Legal Name

Legal Name

BY: _____ Date: _____

BY: _____ Date: _____

Name/Title _____

Name/Title _____