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TRANSACTION PROCESSING FEES

AMERICAONE The ATM Company (hereafter "AMERICAONE") will rebate to the Merchant, on a monthly basis, a Fee (Residual) per Exhibit A, attached hereto. Merchant shall receive the residual payment for each approved and surcharged cash withdrawal transaction. Payment to be made by AMERICAONE by the tenth day of the second subsequent month. Merchant understands that any and all Transaction Processing Fees may be adjusted to reflect changes in fees charged by processors and Networks to acquire or drive the terminal.

- (a) Merchant hereby acknowledges and agrees that AMERICAONE shall be permitted to deduct all Fees due and payable to AMERICAONE from Fees owed to Merchant.
- (b) Where a surcharge is imposed, the Merchant agrees to comply with all posting and consumer notification requirements as required by Network(s) that are being participated in. The Merchant is not allowed to increase the amount of surcharge nor collect any part of a surcharge except that which is automatically deducted electronically through the Host System and the card holder's bank.

SETTLEMENTS

AMERICAONE will contract with a bank or banks ("Settlement Bank") and processor to settle funds accessed through the ATM. AMERICAONE and the Settlement Bank will facilitate transfer of funds received from the Networks as a result of Merchant Transaction activity. These transfers will be based upon Regulation E and National Automated Clearing House Rules. Funds will be transferred to the Merchant bank account using Automated Clearing House (ACH).

OWNERSHIP AND LICENSE

- (a) AMERICAONE licenses merchant during the term(s) of this Agreement, to use this product and access the Host System when used in accordance with operating instructions and rules provided. AMERICAONE retains ownership of the License to operate the Product and access the Host System.
- (b) Merchant agrees not to use, copy, or modify the Product or any copy, modification, or merged portion, in whole or in part except as expressly provided for in this Agreement.
- (c) Merchant agrees not to sublicense, assign, or transfer the License or the Product, except expressly provided in this agreement, and that any attempt to do so shall be invalid and automatically terminate this License.

INSURANCE, RISK OF LOSS AND TAXES

Insurance to be provided by the merchant. Additionally, merchant assumes all responsibility for risk of loss as well as any taxes, current or future.

INDEMNIFICATION

Merchant shall indemnify AMERICAONE against and hold AMERICAONE harmless from any and all claims, liabilities, costs, losses or expenses directly arising or resulting from the installation, use, maintenance or removal of units of the Product or the host System covered by this Agreement accruing after the Effective Date except to the extent such claim, liability, cost, loss, or expense, or portion hereof arises directly from the tortious or willful misconduct of AMERICAONE, its officers, agents, servants or employees. This provision shall survive termination of this Agreement.

TERMS

Except as otherwise provided herein, this Agreement shall be for an initial term of five (5) years commencing on the Effective Date and thereafter shall automatically renew for five (5) successive year periods unless terminated in writing by either party at least 90 days prior to the end of the initial term or subsequent renewal terms or as otherwise provided herein.

ATTORNEYS' FEES, COSTS

In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees, at both the trial and appellate levels.

MISCELLANEOUS

- (a) Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire Agreement between AMERICAONE and Merchant with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. This Agreement may not be released, discharged, abandoned, changed or modified in any manner except by an instrument in writing signed by a duly authorized officer or representative of both AMERICAONE and Merchant.
- (b) Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- (c) Relationship of the Parties. It is expressly understood and acknowledged that it is not the intention or purpose of this Agreement to create, nor shall the same be construed as creating, any type of partnership, relationship or joint venture.
- (d) Force Majeure. Neither Party shall be considered in default in performance of its obligations should its performance thereof be delayed or prevented by force majeure. "Force Majeure" shall include, but not be limited to: hostilities, restraint of rules or peoples, revolution, civil commotion or riots; strikes or lockout; epidemic; accident, fire, flood, earthquake, windstorm or explosion; lack of or failure of transportation facilities; lack of or failure of power facilities; regulation or ordinance, demand or requirement of a denial of approval by any government or governmental agency having or claiming to have jurisdiction over the subject matter of this Agreement or over the parties; or any act of God or any act of Government, or any cause, whether, of the same or different nature, existing or future, which is beyond the control and without the fault or negligence of the parties.

LIQUIDATED DAMAGES

Following the installation of the ATM (s) at Merchant's place of business and should Merchant breach or terminate this Agreement for any reason other than based upon a breach of this Agreement by AMERICAONE, AMERICAONE shall then be entitled to liquidated damages in accordance with this paragraph. The liquidated damages to be paid by the Merchant to AMERICAONE under the terms of this Agreement shall be equal to revenue per transaction of \$.32 multiplied by the average monthly transaction volume for all of the preceding months transaction history. This resulting monthly figure (or lesser period of time if applicable) shall then be multiplied by the number of months or fractions thereof remaining under the terms of this Agreement. Merchant hereby authorizes AMERICAONE to collect the liquidated damages by electronic fund transfer from Merchant's clearing account.

NO WAIVER OF RIGHTS FOR FAILURE TO REQUEST STRICT PERFORMANCE

The parties agree that failure of any party to insist upon strict performance of this Agreement shall not be construed as a waiver of any rights to enforce this Agreement. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.

SEVERABILITY

In the event any part of this Agreement shall be deemed unenforceable by a court of law all other provisions of this Agreement shall remain in full force and effect.

ENTIRE AGREEMENT

This Agreement contains the complete and entire agreement of the Parties with respect to the subject matter hereof, all previous negotiations, discussions, representations, agreements or understandings between the Parties, whether oral or written, of whatsoever nature or character, are subsumed by and merged into the Agreement. The terms of this Agreement shall not be modified except by means of a written instrument signed by each party hereto.

ENFORCEMENT, GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Jurisdiction and venue for any litigation to enforce this Agreement, or in any manner arising from or related to this Agreement, shall be solely and exclusively in the Circuit Court of the Fifth Judicial Circuit, in and for Lake County, Florida.

This is to verify that I have reviewed, understand and agree to the Terms and Conditions of this Processing Agreement as listed in this document. IN WITNESS THEREOF the undersigned representative of the parties have executed this Agreement as of the date stated below:

CORPORATE INFORMATION

NAME OF CORPORATION/INDIVIDUAL: _____

TAX ID #: _____

AUTHORIZED SIGNER: _____

TITLE: _____

BILLING ADDRESS: _____

PHONE #: _____

FAX #: _____

CITY: _____

STATE: _____

ZIP: _____

LOCATION INFORMATION

LOCATION DBA NAME: _____

LOCATION ADDRESS: _____

CITY: _____

STATE: _____

ZIP: _____

CONTACT: _____

PHONE #: _____

FAX #: _____

EXHIBIT A

SURCHARGE: _____

RESIDUAL: _____

AMERICAONE The ATM Company
P.O. Box 428
15925 Old US Highway 441
Tavares, FL 32778

BY: _____
AMERICAONE CORPORATE SIGNATURE

BY: _____
MERCHANT SIGNATURE

DATE: _____

DATE: _____

AMERICAONE REPRESENTATIVE: _____ (PRINT NAME)



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