

AUTOMATED TELLER MACHINE LOCATION AGREEMENT

This ATM Agreement is made this _____ day of _____, 2019 by and between _____ (hereinafter called LOCATION OWNER) and COM LINK INC d/b/a MILLENNIUM GROUP MANAGEMENT, LLC (hereinafter called MGM, LLC), on the following terms and conditions.

For and in consideration of the lease payment set out and the service to be provided for the benefit of LOCATION OWNER by MGM, LLC, LOCATION OWNER does hereby lease and grant an exclusive right and license to MILLENNIUM GROUP MANAGEMENT, LLC, at _____ hereinafter the location) for the purpose of installing and operating Automatic Teller Machine(s) (ATM) or other bank related machines at the location and any marketing or advertising programs related and/or attached to those machines. The term of this Agreement shall be for Five (5) years, commencing upon the installation of the machines following the execution of this contract by MGM, LLC. The Agreement shall be automatically renewed for successive five (5) year terms unless LOCATION OWNER, not more than 60 days and not less than 30 days prior to the expiration period of any term, gives written notice by certified mail Return Receipt Requested to MGM, LLC of its intent to terminate this AGREEMENT.

The lease payments shall be \$_____ for every cash withdrawal. These payments will be automatically deposited into LOCATION OWNER's separate ATM settlement account within the customary bank processing time frame by MGM, LLC, for those locations which are replenishing the funds. Locations which are replenished by MGM LLC will receive checks approximately 15 days after months end.

I. LOCATION OWNER and MGM, LLC hereby agree that:

- (a) During the term of this Agreement or any renewal of the same, LOCATION OWNER shall not grant the right of installing or operating ATM service at the location described herein to any other company financial institution, or person including LOCATION OWNER.
- (b) MGM, LLC or its agents will provide all service maintenance and technical support. LOCATION OWNER shall promptly notify MGM, LLC of any malfunction or loss of ATM service and shall allow MGM, LLC access to LOCATION OWNER'S place of business during normal business hours for ATM repair or maintenance.
- (c) LOCATION OWNER shall exercise reasonable care to prevent damage or destruction to the ATM installed under this Agreement and shall be liable or responsible for such loss, damage or destruction caused by willful or gross neglect caused by its agents, servants and or employees.
- (d) LOCATION OWNER authorizes the MGM, LLC to contact the LOCATION OWNER'S Internet Company and arrange for the installation of necessary internet service and to manage services as needed. All Internet Company fees and related charges, including installation will be paid for by LOCATION OWNER.
- (e) LOCATION OWNER will provide dedicated electrical power for the ATM or other machines.
- (f) The location of the ATM and the space provided shall be determined by MGM, LLC and space shall be suitable and in plain view and readily accessible to make the services available to the general public. LOCATION OWNER, its employees or customers will take no action, which prevents or adversely affects the access or use of the ATM.
- (g) LOCATION OWNER represents that the party signing this Agreement has the authority to enter into this Agreement on behalf of the LOCATION OWNER.
- (h) MGM, LLC shall install the ATM at its expense and LOCATION OWNER hereby authorizes MGM, LLC to contact any current ATM provider to arrange for removal of any existing ATM. LOCATION OWNER represents that it is under no other contractual obligation to lease the location to any other ATM provider and recognizes that MGM, LLC is entering into this Agreement and will be incurring expenses and costs in fulfilling its obligations hereto based upon such representation.
- (i) MGM, LLC may, at its sole discretion and option, remove any and/or all ATM's and all other property belonging to MGM, LLC from the location and terminate this Agreement upon 30-day written notice to LOCATION OWNER. Upon such termination the LOCATION OWNER shall have the right to contract with another ATM provider once this Agreement has been concluded.
- (j) The number of ATM's at the location shall be determined at the sole discretion of MGM, LLC.
- (k) MGM, LLC is hereby expressly granted the sole right to assign this Agreement. LOCATION OWNER may not assign this Agreement without prior written approval of MGM, LLC.
- (l) LOCATION OWNER may, upon 90 day written notice by certified mail return receipt requested to MGM, LLC at its home office, require MGM, LLC to remove all of its property if MGM, LLC fails to repair and make operative its equipment within a reasonable length of time. Thirty (30) consecutive days non operable shall be deemed unreasonable, unless caused by the LOCATION OWNER or by circumstances beyond the control of MCM. LLC.
- (m) All ATM's, signage, and other equipment, fixtures and supplies furnished or installed by MGM, LLC shall remain the property of MGM, LLC. Upon termination of this Agreement, MGM, LLC shall have the right to enter the location to remove all of its property. LOCATION OWNER agrees that it and its employees or customers will not post or place on or above the ATM, any signs, plaques, advertising or other material except as may be authorized by MGM, LLC. *LOCATION OWNER gives MGM, LLC the right, at its cost, to place and maintain signage on the door, above the ATM, and outside the building.*
- (n) *LOCATION OWNER agrees to notify its property insurance company and direct the company to include MGM, LLC's ATM under the blanket general liability and physical damage to personal property portion of policy and provides MGM, LLC a certificate of Insurance upon request.*
- (o) **(MGM, LLC)** – (LOCATION OWNER) **(CIRCLE CORRECT ONE)** will provide and maintain sufficient operational vault cash for the ATM on a regular basis so that ATM remains operational. MGM, LLC will provide training on the ATM operations required of LOCATION OWNER, if LOCATION OWNER is providing operational cash for the ATM. LOCATION OWNER'S operational ATM cash will be automatically deposited into LOCATION OWNER's separate ATM

settlement account within the customary bank processing time frame. LOCATION OWNER agrees to perform all required balancing functions.

- (p) If the LOCATION OWNER shall be in default of this Agreement, the LOCATION OWNER further agrees to reimburse MGM, LLC for all costs incurred by MGM, LLC in enforcing the terms of this agreement, including all reasonable attorneys' fees incurred by MGM, LLC.
- (q) **LIQUIDATED DAMAGES** (i) The Parties acknowledge that in the event the Owner breaches this agreement, actual damages would be difficult to ascertain. The Parties therefore agree that upon the Breach of this agreement by the Owner, the Operator shall be entitled to immediately receive as liquidated damages, and not as a penalty, an amount equal to 40 % of gross revenue for the remaining months of the Agreement. "Gross revenue" means the share of the ATM fee retained by MGM, LLC.
(ii) In the event the LOCATION OWNER defaults prior to a sufficient time period having elapsed in order to fairly compute the liquidated damages as per the above formula, MGM, LLC may calculate such damages based upon revenue from a similar location. Similar location shall mean a similar type of establishment in the general area of the location, but does not require it to be exactly the same as the location.
(iii) Notwithstanding the foregoing, the parties recognize that MGM, LLC will immediately incur substantial time and expenses in purchasing, installing and programming the ATM and therefore, even though the above formula may result in a lower figure, the minimum amount of any such Liquidated Damages shall be \$2,500.00 together with all costs and attorneys fees incurred by MGM, LLC.
- (r) LOCATION OWNER understands it is responsible for the security of all ATM equipment installed at the location, whether or not this Agreement has terminated. In the event the ATM equipment is stolen, lost or destroyed or if LOCATION OWNER will not give MGM, LLC access to the location to remove the ATM Equipment, the cost of replacing such equipment (with a newly purchased machine of similar capacity) shall be borne by the LOCATION OWNER.
- (s) Neither party shall disclose to any third party (other than a regulatory, governmental or judicial body, which shall issue a formal subpoena) any information specifically designated "confidential" or "proprietary" by the other party. The obligation of Section (s) shall survive the term of this Agreement.
- (t) MGM, LLC specifically designates as "confidential" the terms and Exhibits of this Agreement and all revenue data associated with LOCATION OWNER'S commissions, and any and all information received LOCATION OWNER accountants or auditors.
- (u) LOCATION OWNER grants MGM, LLC the first right of refusal to enter into a renewal of this agreement and/or a new agreement. If at the end of the term of this agreement or any renewal thereof, LOCATION OWNER receives a bona fide offer from another company to provide similar services at the premises location, LOCATION OWNER shall give prompt written notice of said offer to MGM, LLC, setting forth the specific terms of the proposed offer from the other ATM Company. MGM, LLC shall have the right to enter into an agreement upon the same terms and conditions as the said bona fide offer. MGM, LLC shall exercise it's right of first refusal by giving LOCATION OWNER written notice no later than five (5) days, excluding Saturday, Sunday, or holidays, after the receipt of said written notice of the bona fide offer. If MGM, LLC fails to exercise its right of first refusal as aforesaid, then LOCATION OWNER is free to enter an agreement accepting the said bona fide offer.
- (v) LOCATION OWNER agrees to execute, at MGM LLC'S request, any and all further documents required for MGM, LLC to carry out its obligations hereunder including, but not limited to signing a UCC-1 for recording with the Town Clerk & Secretary of State and documentation with any other ATM company for removal/installation of ATM equipment. Failure of LOCATION OWNER to do so shall constitute a default of this agreement.
- (w) This is the sole agreement between parties hereto, superseding all previous agreements
- (x) LOCATION OWNER agrees that any sale of the location, assignment, sublease or other transfer of the lease covering the location shall be made subject to this Agreement and shall bind and inure to the benefit of the parties, their heirs, successors and assigns. Each acknowledge the receipt and retention of a fully executed copy hereof.

We agree to and will comply with all the terms and conditions of this Agreement.

WAIVER OF PREJUDGMENT REMEDY: LOCATION OWNER ACKNOWLEDGES THAT THE TRANSACTIONS IN CONNECTION WITH WHICH THIS AGREEMENT WAS EXECUTED ARE, IN ALL CASE, COMMERCIAL TRANSACTIONS, AND IT HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE UNDER THE CONN. GENERAL STATUTES, CHAPTER 903a, AS MAY BE HEREAFTER AMENDED, WITH REGARD TO NOTICE OF ANY JUDICIAL PROCEEDINGS AND ANY AND ALL OTHER RIGHTS IT MAY HAVE UNDER SUCH CHAPTER, AND "MGM LLC" MAY USE ANY PREJUDGMENT REMEDY AVAILABLE TO MGM, LLC TO ENFORCE THIS AGREEMENT.

Millennium Group Management, LLC		CUSTOMER:	
BY: _____		BY: X _____	
PRINT NAME: _____		PRINT NAME: _____	
TITLE: _____	DATE: _____	TITLE: _____	DATE: _____
			FEDERAL ID NUMBER _____

ADDENDUM TO ATM AGREEMENT

LOCATION OWNER agrees that in the event that the LOCATION OWNER shall open an additional place of business (whether or not the same type of business at the current location) at any location within thirty (30) miles of the current location, the LOCATION OWNER shall not engage or contract with any company other than MGM, LLC to provide ATM's or other bank related machines for said business.

LOCATION OWNER agrees to provide MGM, LLC written notice of its intent to open a business at any such location and MGM, LLC shall have the exclusive right to provide an ATM or such other bank related machines. LOCATION OWNER shall mean any entity owned, managed, controlled or operated by the principals or entity for the current location.

The failure of LOCATION OWNER to comply with the terms of this Addendum shall be deemed a breach which shall entitle MGM, LLC to recover liquidated damages as provided in the Agreement. The Agreement for the current location shall remain in full force and effect even if the LOCATION OWNER fails to comply with this Addendum.

Location Owner

MGM, LLC

Identification Form

Name: _____

Home Address: _____

Telephone No.: _____

Cell No.: _____

Email Address: _____

SSN ('s): _____

Date of Birth: _____

Business Name: _____

D/B/A: _____

Business Address: _____

Business No.: _____

Signed this _____ day of _____,
20____

Attach copy of State ID/ Driver's License