



NETWORK COMPLIANCE FORM

If you have questions regarding the Network Compliance Form, please call Cardtronics at (800) 786-9666. Fax completed agreement to (832) 308-4794 or mail to Cardtronics, Attn: NCF, 3250 Briarpark Dr., Suite 400, Houston, TX 77042

PLEASE PRINT CLEARLY (ALL FIELDS MUST BE COMPLETED)

YOUR NAME:		YOUR EMAIL ADDRESS:	
YOUR SOCIAL SECURITY NUMBER:		YOUR PHONE NUMBER:	
YOUR HOME ADDRESS:			
CITY:	STATE:	ZIP CODE:	
YOUR DRIVER'S LICENSE NUMBER:			
STATE ISSUED:	EXPIRATION DATE:	DATE OF BIRTH:	
LEGAL OR CORPORATE NAME OF YOUR BUSINESS:			(THE "MERCHANT")
STORE/DBA NAME:			
PERCENT OWNED BY YOU: % *If you have a co-owner or partner that owns 10 percent or more of your business, they must complete a separate form.			
COMPANY STATUS:	<input type="checkbox"/> CORPORATION	<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> LIMITED LIABILITY CORP. <input type="checkbox"/> OTHER
STATE BUSINESS IS REGISTERED:		FEDERAL TAX ID:	
ATM Location Address:			
CITY:	STATE:	ZIP CODE:	
HAVE YOU OR ANY CO-OWNER(S) EVER BEEN CONVICTED OF ANY FELONY OR UNDER INVESTIGATION FOR ANY VIOLATION UNDER STATE, FEDERAL OR FOREIGN LAW? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, ATTACH EXPLANATION.			
HAVE YOU OR ANY BUSINESS OWNED BY YOU EVER ENTERED INTO A CONSENT AGREEMENT OR BEEN ADJUDICATED IN A STATE OR FEDERAL REGULATORY ENFORCEMENT ACTION OR IS SUCH AN ENFORCEMENT ACTION CURRENTLY PENDING AGAINST YOU, INCLUDING ENFORCEMENT ACTIONS RELATED TO VIOLATIONS OF THE BANK SECRECY ACT OR OTHER ANTI-MONEY LAUNDERING STATUTES? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, WHEN, BY WHICH AUTHORITY, WHAT WAS THE NATURE OF THE VIOLATION, AND WHAT WAS THE DISPOSITION? ATTACH EXPLANATION.			
HAVE YOU OR ANY CO-OWNER(S) FILED BANKRUPTCY WITHIN THE LAST TEN YEARS? <input type="checkbox"/> YES <input type="checkbox"/> NO			
IN WITNESS HEREOF, THIS NETWORK COMPLIANCE AGREEMENT IS EXECUTED AS OF:			
MERCHANT			
SIGNATURE:			DATE:
PRINTED NAME:			
TITLE:			

FOR INTERNAL USE ONLY

CARDTRONICS	
ACCEPTED BY:	DATE:
SIGNATURE:	
PRINTED NAME:	
TITLE:	

WITHOUT LIMITING ANY OBLIGATIONS OF CARDTRONICS UNDER THE ATM SPONSORSHIP AGREEMENT, BY SIGNING ABOVE, I, AS A REPRESENTATIVE OF CARDTRONICS USA, INC., CERTIFY THAT THE INFORMATION USED TO IDENTIFY THE ATM OWNER/OPERATOR AS DEFINED BY THE OPERATING RULES OF MASTERCARD AND VISA WAS PROVIDED TO ME, AND THE ABOVE IDENTIFICATION INFORMATION IS TO THE BEST OF OUR KNOWLEDGE TRUE AND ACCURATE AND REFLECTS THE IDENTITY OF ALL ATM OWNERS AND OPERATORS.

THIS NETWORK COMPLIANCE AGREEMENT (THIS "AGREEMENT") IS BY AND BETWEEN CARDTRONICS USA, INC., A DELAWARE CORPORATION, LOCATED AT 3250 BRIARPARK DRIVE, SUITE 400, HOUSTON, TEXAS 77042 ("CARDTRONICS"), MERCHANT ("MERCHANT"), AND THE SPONSOR BANK (HEREIN CALLED "BANK"). CARDTRONICS, BANK AND MERCHANT ARE SOMETIMES REFERRED TO HEREIN EACH AS A "PARTY" OR COLLECTIVELY AS THE "PARTIES". THE DEFINITIONS IN SECTION 1 APPLY TO CAPITALIZED TERMS USED BUT NOT OTHERWISE DEFINED HEREIN.

1. **Definitions.** For the purposes of this Agreement, the following terms have the meanings set forth below. Certain other terms are defined elsewhere in this Agreement and are used with the meanings ascribed to them.

Applicable Law means (i) Any U.S. or non-U.S. federal, state, local or other law or statute; (ii) any rule or regulation issued by a Regulatory Authority; and (iii) any judicial, governmental, or administrative order, judgment, decree or ruling, in each case as applicable to any Party or the subject matter or transactions contemplated by this Agreement, including the federal Bank Secrecy Act and the regulations implemented by the Office of Foreign Asset Control.

Automated Teller Machine or ATM means a device which satisfies all Network requirements and technical specification applicable thereto and at which an individual who has been issued a card ("Card") that accesses a Network ("Cardholder") may initiate and perform an ATM Transaction. Under no circumstances shall Scrip Terminals (i.e. terminals that do not dispense cash and do not qualify as ATMs under various Rules) be considered an ATM.

ATM Sponsorship Agreement means the agreement as existing from time to time between Cardtronics and Bank (or its predecessor in interest) pursuant to which Cardtronics, as an ISO, utilizes the services of Bank to provide access to Processing

Services for ATM Transactions to the Networks.

ATM Transaction means any of the following functions initiated by a Cardholder at a Terminal: (a) "Withdrawal" means the dispensing of money by a Terminal to a Cardholder from a Cardholder's depository account; (b) "Cash Advance" means the dispensing of money by an ATM to a Cardholder from the Cardholder's credit card account; (c) "Transfer" means the transfer of funds by a Cardholder between two depository accounts maintained with the same Card Issuer; and (d) "Inquiry" means an inquiry by a Cardholder as to the balance of the Cardholder's account.

Sponsor Bank means either (i) American State Bank located at 1401 Ave Q, Lubbock, TX 79402 or (ii) Palm Desert National Bank ("PDNB") located at 72-750 El Paseo, Ste. C, Palm Desert, CA 92260.

2. **General.** Cardtronics operates, on behalf of Merchant, certain ATMs, in connection with which, Cardtronics, as an ISO, utilizes the services of Bank to provide access to Processing Services for ATM Transactions to the Networks. In consideration of Merchant's access to Processing Services through Bank, Merchant has agreed to make certain representations and covenants. For and in consideration of the mutual promises, covenants and obligations contained herein, and other good and valuable consideration, Cardtronics, Bank, and Merchant hereby agree as set forth below.

3. Merchant Representations and Warranties. Merchant represents and warrants to Cardtronics and Bank the following: (a) It lawfully operates, is validly existing, and is in good standing under the laws of the State where licensed or registered and is authorized to do business in each State in which the nature of Merchant's activities make such authorization necessary or required; (b) The execution, delivery and performance of this Agreement by Merchant are not in conflict with Merchant's articles of organization, by-laws, or any agreement, contract, lease or obligation to which Merchant is a party or by which it is bound and Merchant has the full power and authority to execute and deliver this Agreement and perform all its obligations hereunder; (c) All representations, statements and information made/provided by Merchant or on Merchant's behalf herein, in the Merchant Application, or in any document relating hereto or thereto, are true, accurate and complete at the time of completion and Merchant will update such information to Bank from time to time and upon request of Bank; (d) This Agreement is valid, binding, and enforceable against Merchant in accordance with its terms; and (e) That neither Merchant nor any Principal of Merchant has been the subject of any of the following, which has not been disclosed to Cardtronics and Bank: (i) Felony criminal conviction (except minor traffic offenses and other petty offenses); (ii) Administrative or enforcement proceeding commenced by the Securities and Exchange Commission, or any other state or federal regulatory agency; or (iii) Restraining order, decree, injunction, or judgment in any proceeding or lawsuit alleging fraud or deceptive practice on the part of Merchant or any Principal thereof.

4. Merchant Authorization. Merchant hereby authorizes Bank and Cardtronics to investigate and confirm the information herein and information relating to Principals. For this purpose, Bank or Cardtronics may utilize credit bureau reporting agencies/obtain a Consumer Credit Report and Criminal Background Investigation. Merchant authorizes Bank, Cardtronics or any of their agents to obtain and document all such information including information provided on the Merchant Application to determine approval of Merchant. Upon Merchant's request, Bank or Cardtronics will provide Merchant with a copy of the results of such investigation.

5. Merchant Covenants. Merchant hereby covenants that: (a) it will comply with the Rules promulgated by each Network and all Applicable Law with respect to the placement, servicing, operation and use of ATMs and Merchant's participation in the Networks; (b) it will take all reasonable actions to ensure that its ATMs and PIN pads at the ATMs (i) are available for use by all customers for ATM Transactions; (ii) function reliably; and (iii) comply with PIN management standards and maintain the integrity and safety of PIN data, as specified by the Networks; (c) ATMs are placed in service with the assurance that such ATMs have not been altered or subject to unauthorized modifications or tampering prior to or at the time placed into service or anytime thereafter and are in compliance with all applicable Rules; (d) it will provide prompt written notice to Bank of any change in information on the Merchant Application or any material adverse change in the assets, operations or condition, financial or otherwise, of Merchant; and, any change in Principals.

6. Assignment. Preserving all of the Bank's rights and remedies hereunder, Bank hereby consents to the assignment of Bank's role under this Agreement and all related file documentation in connection with the termination or transfer of Bank's sponsorship of Merchant's ATMs to another financial institution ("Sponsoring Bank"); provided that: (i) such termination or transfer is effected in accordance with the Rules and each Processing Agreement; (ii) Cardtronics provides Bank with prior written notice of such termination or transfer; and (iii) Cardtronics provides Bank with written evidence of Sponsoring Bank's agreement to the assignment of Bank's role under this Agreement and sponsorship of Merchant's ATMs. Upon any assignment hereunder, Bank's responsibilities with respect to Merchant and its ATMs will terminate and Bank will have no sponsorship or other obligations with respect to Merchant's ATMs, ATM Transactions arising there from, or otherwise in connection with Merchant's participation in any Network. Neither Cardtronics nor Merchant shall assign any of its respective rights or duties created by this Agreement without Bank's prior written consent (such consent not to be unreasonably withheld or delayed) except as expressly set forth herein. A transfer of control of majority interest in Merchant's business shall be deemed such an assignment.

7. Term and Termination. This Agreement shall commence as of the date first set forth above and shall continue until terminated pursuant to this Section. This Agreement may be terminated as follows: (a) Cardtronics may terminate this Agreement by providing notice to each Party upon termination of the ISO Arrangement with Merchant; (b) Bank may terminate this Agreement by providing notice to each Party upon termination of the ATM Sponsorship Agreement; (c) Bank may terminate this Agreement for convenience by providing notice to each Party; and (d) Bank may terminate this Agreement and/or participation of Merchant and/or any ATM into any Network immediately if: (i) Merchant breaches any covenants or agreements contained in this Agreement or if any of Merchant's representations or warranties contained herein are inaccurate; or (ii) Bank believes, due to any of the following, that the continued participation of Merchant through Bank could have an adverse effect on Bank or make it commercially impractical to continue providing the services hereunder and/or result in damage to the goodwill of Bank or any Network: (A) changes in Rules; (B) changes to, or interpretations of, Applicable Law by any Regulatory Authority, or any formal or informal order, instruction or directive communicated to the Bank by such authority; or (C) the occurrence of any circumstances with respect to this Agreement or the subject matter hereof.

8. Indemnification. Merchant shall indemnify and hold harmless Bank, its parent and affiliates, and its and their respective officers, directors, employees and permitted assigns, from and against any and all direct or contingent losses, costs, claims, demands, and causes of action (including the cost of investigating the claim, the cost of litigation, and reasonable attorneys fees, whether or not legal proceedings are instituted) (collectively, "Claims") paid or incurred by or on behalf of Bank which in any way directly or indirectly relate to, result from or arise out of: (A) any breach of any representation, warranty or covenant of Merchant contained in this Agreement or any schedule, exhibit or attachment, including the Merchant Application; (B) any act or omission of Merchant; (C) Merchant's violation of, or failure to comply with, the Rules or the ISO Arrangement; (D) any Claim of a third party directly or indirectly relating to,

resulting from or arising out of this Agreement, participation of an ATM through Bank, the provision of services under the ISO Arrangement (including any Claim for indemnification by any Network or member thereof); or (E) a payment transaction or attempted payment transaction and arising out of any of the events or causes listed in the Rules.

9. Limitation of Liability, Exclusion Of Damages, Disclaimer of Warranties. THE BANK'S CUMULATIVE AGGREGATE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY CAUSE WHATSOEVER WILL BE LIMITED TO \$10,000. IN NO EVENT WILL ANY PARTY TO THIS AGREEMENT BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOST PROFITS, EXEMPLARY, PUNITIVE, SPECIAL INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS IS A SERVICE AGREEMENT, AND EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, BANK DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT (IRRESPECTIVE OF ANY COURSE OF DEALING, CUSTOM OR USAGE OF TRADE) OF ANY SERVICES OR ANY GOODS PROVIDED OR INCIDENTAL TO THE SERVICES PROVIDED UNDER THIS AGREEMENT.

10. Fees. There is a \$50.00 fee that covers the cost of processing the application, verification of the Merchant Principal(s), credit verification, and background investigation. Merchant authorizes Cardtronics to deduct the fee from the Merchant's monthly payments.

11. Miscellaneous. This Agreement shall be governed, interpreted, construed in accordance with the laws of the State of New York. This Agreement may be executed in multiple counterparts, each of which will constitute an original hereof, and all of which taken together will constitute one and the same agreement. This Agreement and the Merchant Application contain the entire agreement among the Parties and supersede any prior or contemporaneous written or oral agreements among the Parties with respect to Network Rules. Any amendments to this Agreement must be in writing and duly executed by each Party. Provisions of this Agreement that are intended to survive termination or expiration hereof to give effect to their intent or purpose shall survive the termination or expiration hereof, including Section 6 (Indemnification), Section 9 (Limitation of Liability, Exclusion of Damages, Disclaimer of Warranties) and this Section 11 (Miscellaneous). In the event that any provision of this Agreement is adjudicated by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, all other provisions of this Agreement shall nevertheless remain in full force and effect. Unless otherwise expressly noted, this Agreement and the rights and obligations created hereunder shall be binding upon and inure solely to the benefit of the Parties hereto and their respective permitted successors and permitted assigns and no other person shall acquire or have any right under or by virtue of this Agreement. All notices permitted or required by this Agreement shall be in writing and shall be deemed to have been duly given (A) upon personal delivery, (B) upon facsimile transmission or upon transmission by tested telex, or (C) three (3) business days after deposit, postage prepaid, in the United States mail, if sent by certified or registered mail, return receipt requested, and addressed in accordance with address information as provided in this Agreement and delivered in accordance with the above notice provisions. No course of dealing or failure to enforce any provision or exercise any right under this Agreement by any Party shall be construed as a waiver of such provision or right, affect the validity of this Agreement or curtail the ability of any Party to enforce such provision or exercise such right in the future. Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, and the term "including" or "includes" is not limiting. Any exhibits and schedules referred to herein shall be construed with and as an integral part of this Agreement to the same effect as if they were set forth verbatim herein. The Parties from time to time after execution of this Agreement, without further consideration, will execute and deliver, as appropriate, such documents and take such actions as may be reasonably necessary or proper to carry out and consummate the transactions contemplated by this Agreement. In the event this Agreement conflicts with any provision of the ATM Sponsorship Agreement between Bank and Cardtronics, the ATM Sponsorship Agreement shall govern.

ADDITIONAL ATM LOCATIONS	
BUSINESS NAME	TERMINAL ID NUMBER
If necessary, please use an additional sheet of paper.	

TO BE COMPLETED BY CARDTRONICS	
<input type="checkbox"/> NEW LOCATION	PROCESSOR TERMINAL ID
<input type="checkbox"/> UPGRADED ATM	
<input type="checkbox"/> ADDITIONAL LOCATION	

Merchant Initials _____

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