**ATM Locator Agreement**

This agreement is made and entered into this day of \_\_\_\_\_\_/\_\_\_\_\_\_\_/\_\_\_\_\_  2015 between  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**dba \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  a **\_\_\_\_\_\_\_\_\_** (State)  Corporation/Individual which herein after will be referred as “The Client” and  Prodigy Connexus  Inc  a Florida Corporation which hereinafter will be referred to as    “Prodigy”.  Any other agreement does not apply to this agreement and will not be considered valid and binding.  This agreement does not transfer any leasing or ownership rights to either party.  Either party will not be responsible for any other verbal dealings other than what is mention is said agreement unless an addendum is added on paper.

**Please Check one:**      **[ X ]** Route Build Out/Start-Up Packaged Deal      [] Location Only

**The Client Responsibilities & Obligation:**

(a)    The Client is responsible for prompt payment to Prodigy for the purpose of: Travel, Hotel, Car Rental, and other miscellaneous expenses associated with the travel to city of destination in the amounts of **$0.00**USD which must be paid to Prodigy in cash at the time of meet with The Client. **This payment is not necessary if traveling is not required unless specified otherwise.**

(b)    The Client has agreed to purchase a minimum of **\_\_\_**(\_\_\_\_) ATM locations with each location with a value of **$1,800** US which will include a Fully Refurbished ATM, Free Professional Installation, lead generation assistance for finding location or can be purchased a la carte from $200 - $500 through our outsourced locator services,

training and all necessary requirements for The Client (when needed) to be fully functional and client will only need to load ATM (when needed).   The Client has committed and has agreed to pay the total of $\_\_\_\_\_\_\_\_\_\_ USD for payments of **\_\_\_**(\_\_\_\_\_\_) ATM Locations as stated on a build out term.

(c)     The Client will be required to make full payments of $\_\_\_\_\_\_\_\_\_ for the first initial location to Prodigy upon execution of agreement where Prodigy.

(d)    The Client has agreed to process all purchased ATMs through PRODIGY CONNEXUS at all time.

(e)    The Client has agreed to pay an additional $500 per location for locations that are located in Casinos, Busy Hotels or other busy night clubs or gentlemen club.

(f)     The Client understands and agrees that it may take a few weeks to find qualified locations as requested by Prodigy, however it is Prodigy’s goal to find requested locations within 7-14 business days of signing this agreement.

(g)    The Client agrees to aiding in the process to be a smooth transition by visiting locations and approving locations in a timely manner in order for Prodigy to execute agreement with location quickly and effectively.  The client also agrees to assist in the presenting of contract to location’s owner for signature if requested by Prodigy.

(h)    The Client agrees that if  ATMs that are purchased from Prodigy  will only have a 12 month warranty for new ATMs and 60 days on used on parts only and not labor or maintenance.

**Prodigy Responsibilities & Obligation:**

a.       Prodigy agrees to provide and locate for The Client a total of **\_\_\_**(\_\_\_\_\_\_) qualified ATM locations on a build out term agreement which will include a total package deal totaling **$\_\_\_\_\_\_\_\_\_** USD on a build out term. Each location is sold at a package deal of $**1,800** USD.  Each Setup includes a Refurbished ATM, Professional Installation, Processing, Tech Support, Training and lead generation assistance for finding location or can be purchased a la carte from $200 - $500 through our outsourced locator services.

b.      Prodigy will charge The Client a total package deal price of **$1,800** per location

c.       Prodigy will charge The Client an additional $500 per location for locations that are: Casinos, big Hotels, Strip Clubs and busy night clubs.

d.      Prodigy will provide a 12 months warranty on all new ATMs sold to The Client and a 60 days warranty for used or refurbished units

e.      Prodigy will provide processing of ATMs to The Client (at all time) with the ability to track live transactions from a smart phone

f.        Client is responsible for loading & vaulting their own ATM unless otherwise stated

g.       Prodigy agrees to find ATM locations with a contract term of 1-3 years but does not guarantee to find all locations with such term agreement.   **Locations with a 4-5 year term will cost an additional $250 than average 1-3 year term agreements chargeable by our preferred locator service provider**.  Any corporate locations sold to client will be of a slightly higher cost than average privately owned **locations**: Dunkin Donuts, McDonalds, Family Dollars, Dollar General etc. The Client will have the option to reject locations with term agreement not met with a minimum term or The Client can choose to see out location with the intention of Prodigy re-negotiating terms with location.

**LOCATION REPLACEMENT WARRANTY**

   Please refer to your locator service provider for location terms and location warranty details. If you use our lead generating service for finding location there will be no warranty provided.

**PACKAGE DESCRIPTION:**

         Start-Up Package/Route Build Out deal includes:  An ATM, Qualified ATM Location, Professional Installation, Free Processing, Free Training & Technical support

         Location Only deal includes: A qualified Location to place your ATM which is provided through our outsourced preferred locator partner

**Payment and Compensation:**

3.       The Client has agreed to purchase a minimum of \_\_\_(\_\_\_\_\_) ATM locations on a build out term agreement with total locations with a value $\_\_\_\_\_**USD**which will includes **\_\_\_** qualified locations with minimum guarantees.

4.       The Client has committed and has agreed to pay the total of **$\_\_\_\_\_\_\_USD**  for payments of \_\_(\_\_\_\_\_\_) ATM Locations (Route) as stated.

5.       The Client will be required to make full payments of **$\_\_\_\_\_\_\_** to Prodigy upon proper executive of agreement.

**6.**       The Client has agreed to pay an additional **$500** per location for locations that are located in Casinos, Busy Hotels or other busy night club locations.

**Non-Compete/Confidential Disclosure:**

Client will at no point pursue a location that is disclosed to them by PRODIGY as a “lead” or “location” sought consider as a potential placement for their ATM without the consent of PRODIGY to place ATM.  Any ATM location leads, location addresses, location information presented to client by PRODIGY as a potential ATM location placement will not be placed without PRODIGY’s permission to install.  If client receives a lead from PRODIGY with or without a term contract Client will not be allowed to install, negotiate or communicate with location directly or indirectly without PRODIGY’s permission.  Client will not at any time place an ATM or strike a contract deal with any leads or locations sent to them by PRODIGY without a full compensation to PRODIGY  for locations that were placed with or without permission of PRODIGY.  If client places a location or lead that was sent by PRODIGY without PRODIGY’s permission then client agrees to pay PRODIGY for its full asking price for unauthorized placement within 7 (seven) days of PRODIGY’s acknowledgement of placement.

All locations sent to client will remain confidential until location is officially signed over to client and listed as sold.

**Cancellation of Agreement:**

a.       Either party may cancel this agreement within 48 hours written notice made by either party to the other. This agreement shall then be void once the 48 hours have elapsed.   All stipulations and company proprietary shall remain with company.  Under such case, all obligations under this agreement will remain in force until all sales issues, prior to such notice, are completely implemented, and all  commissions or profit share  have been received and rendered to all parties as appropriate.

b.      In connection with any litigation (including appeals and interpleadings arising out of this agreement, the prevailing party shall be entitled to recover all costs incurred including reasonable attorney’s fees at trial and appellate levels. Venue for any litigation shall lie exclusively in Broward County, Florida.

c.       This agreement, including any exhibits, addenda and riders attached, sets forth the entire agreement between parties and contains all the covenants, promises, contracts representations, conditions and understandings. Typewritten or handwritten provisions inserted in this agreement or attached hereto as exhibits, addendum or riders shall control over all printed provisions in conflict therewith. Neither this agreement nor any provision thereof shall be amended or modified (or be deemed to be amended or modified) except by an agreement made in writing and duly executed by both parties.

**By signing below client and company fully acknowledge their responsibilities and has accepted the terms and conditions as binding as laid out in the entire agreement.**

**CLIENT:**

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print: \_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company (Client) Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:  \_\_\_\_\_\_\_\_\_\_\_

**PRODIGY**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print: Andre A. Addison

Company Name: Prodigy Connexus, Inc.

Company Dba:  PRODIGY CONNEXUS

Date:  \_\_\_\_\_\_\_\_\_\_\_\_

**Fee Schedule**

**Startup Package Description/Individual Location Setup**: **$1,800**

* 1 Fully Refurbished ATM per location
* Location Processing setup per location
* Training on loading/maintenance as much as required
* 7 days a week Free consultation on remote trouble shooting & assistance
* Installation/ATM Programming per ATM location
* Lead generation assistance provided along with closing assistance
* Locator Services Additional $200 - $500 per location (outsourced locator service) or Free with location finding with our Free lead generation assistance
* Cash Vaulting Services provided
* Tech Service: up to 20% discount on service calls
* Parts & Repairs: up to 20% discount on parts

**Setup Fee:**

* $1,500.00 Non Refundable \*\*\*\*
* Includes due diligence on Potential ATM Operator (One-time)
* Level 1 Background Check (Cannot have felony in 3 years)
* Anti- Money Laundering Check
* Banking & Processing submission and setup
* Miscellaneous bank acquisition
* General Consultation on ATM Business (Complimentary)

**Payable Fees:**

* Atm Operator will receive 100% of their Surchargeable Transaction Fee
* Atm Operator will pay for any wireless Modem Fees associated with operating their ATMs. Usually @ $24/month or $250 for systech dial up to IP converter box (can be passed to customer)
* Atm Operator will be responsible for any city licensing fee (Not very common)

**By signing below client and company fully acknowledge their responsibilities and has accepted the terms and conditions as binding as laid out in the entire agreement.**

**CLIENT:**

**Signature:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Print:** \_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Company (Client) Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Date:  \_\_\_\_\_\_\_\_\_\_\_

**PRODIGY**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print: Andre A. Addison

Company Name: Prodigy Connexus, Inc.

Company Dba:  PRODIGY CONNEXUS

Date:  \_\_\_\_\_\_\_\_\_\_\_\_

A One-Time non-refundable fee of $1,500 is required for all setups on Route Build-outs except or a la carte locations.