



ATM ADVERTISING AGREEMENT

This Agreement is made on _____ between :(Corp Name) _____
(Hereinafter referred to as "Topper Owner") and ATM Advertising Alliance LLC., or assigns (hereinafter referred to as "AAA"). This Agreement binds and benefits the heirs, successors and assignees of the parties.

CORP NAME _____ DBA NAME _____

BUSINESS ADDRESS _____ CITY _____ ST _____ ZIP _____

MAILING ADDRESS _____ CITY _____ ST _____ ZIP _____

NAME _____ TITLE _____ CELL PHONE _____

EMAIL ADDRESS _____ FEDERAL TAX ID # _____

TYPE OF BUSINESS > SOLE _____ CORP _____ PARTNERSHIP _____ BUSINESS PHONE # _____

1. TERM

This Agreement shall be for a term of One (1) year from the date of the installation. This Agreement shall automatically renew for successive One (1) year periods unless terminated by either party by giving written notice no later than 90 days before the expiration of the contract term. AAA may at any time subcontract, sell, or assign its rights obligations, and or interest under this Agreement, provided that any third party contractors, vendors, purchasers or assigns shall honor all the terms of this Agreement.

2. OBLIGATION OF AAA

Sell the Monitor, Mount, and Media player (AAA Topper). Allow access to AAA propriety Media Network. Provide Paid dynamic ad placement to AAA Topper (when properly installed and connected to a suitable internet connection). Issue unique topper identifying numbers for each location to Topper Owner. Providing monthly reports indicating Topper activity. Provide all Media services for AAA Topper including Paid dynamic ad placement, static ad placement, and regional ad placement to the AAA Toppers. Pay Topper Owner income on a monthly basis as described in Paragraph 4 of this Agreement.

- Suitability of Content.** AAA warrants and represents that the Digital Content it provides is not unlawful or violation of any state or federal law, harmful, threatening, defamatory, obscene, infringing, libelous, harassing, racially or ethnically offensive, sexually explicit, promotes unlawful violence or could cause damage or injury to any person or property.

3. OBLIGATION OF TOPPER OWNER

Purchase Monitor, mount and media player from AAA (AAA Topper), or just the AAA media player. Provide AAA with names and addresses of all topper locations. Installation of the topper and it components. Topper Owner shall provide, at its expense, communication necessary to facilitate Media downloads via local Internet (Must be hardwired) The Topper Owner shall pay for monthly charges incurred for communication and electrical power. **AAA will not contact, solicit, sale or use the location information provided by the Topper Owner for any purpose other than providing the unique topper identifying numbers.**



4. COMPENSATION FOR PAID DYNAMIC AD PLACEMENT

AAA will pay to **Topper Owner 50% of the advertising revenue passed through to AAA from the media companies** that AAA chooses at their sole discretion to subscribe to for the dynamic ad placement for each AAA Topper placed or sold by the Topper owner. Compensation will be paid 120 days after the first full month of displaying the ads. 1 month of advertising revenue will be paid each month thereafter always 120 days in arrears. Termination of this Agreement by Topper owner will forfeit any unpaid revenue due.

5. FILL IN ADS AND DIRECT SELL DYNAMIC ADS

Topper owner may place ads to be used as fill-in ads on the Topper Owner's AAA Toppers, these ads are limited to 5 to 7 static ads, or 15 second videos. These ads will be managed by the AAA topper owner using AAA user interface. If AAA manages ads for topper owner there will be a fee for the content management

a) Topper owner may sell dynamic ad space using AAA platform. the cost to place the ad is \$10.00 per 1000 plays (this price may change). Topper owner may upsell the ad and keep 100% of the additional charge (there is a 50,000 plays minimum. \$500.00). In addition, the topper owner will receive their normal pay per play for each topper the ad is played on. The ads can be played on specific toppers or be broadcast to all AAA topper in a specified region based on the terms of the sale. These ads will be managed by AAA and treated as paid dynamic advertising. All such direct sold content and/or advertising must meet all technical and suitability standards for the network.

6. WARRANTY

Manufacture provides a 1 year manufactures defect warranty on all the components supplied by AAA for the AAA Topper. Warranty does not cover shipping, improperly installed equipment or location power related failures.

7. PAID DYNAMIC AD PLACEMENT REVENUE GUARENTEE

AAA will identify to Topper Owner any AAA Topper that isn't earning at least \$30.00 Monthly revenue (non performing location) once a full Month of dynamic ad placement has occurred. This will be provided in a Monthly summary of all the Topper Owners locations. The Topper owner shall move the AAA topper (No Change fee) to a new location. AAA Topper must be on a hardwire connection to the router.

8. 90 DAY 100% MONEYBACK GUARENTEE

AAA offers a one-time 90 day 100% money back guarantee. If within the first 90 days after installation of the initial toppers ordered and paid for, the Toppers fail to earn the \$30.00 monthly minimum as described in paragraph 7 for each of the Topper Owner AAA Toppers (up to 25), Once the Toppers are returned to AAA. Guarantee doesn't cover packaging or Shipping.

9. ADDITIONAL TOPPER LOCATIONS

All topper locations submitted by Topper owner to AAA for unique topper identifying numbers are automatically added to this Agreement. Locations shall be submitted to AAA in an excel spreadsheet in the format provided by AAA.

10. PLAYER SERIAL NUMBERS, PLAYER ID NUMBER ISSUED BY AAA, AND LOCATION ADDRESSES

Player serial number, unit ID number and install date, must be provided to AAA after install of the player. The player ID number must match the Latitude and longitude reported by the ISP. And the address provided by the AAA topper owner. Players that don't match will not be Paid to AAA topper owner.



11. ADDITIONAL TERMS AND REQUIREMENTS

2. Installation of ATM Digital Topper Hardware.

- 2.1. AAA topper owner shall install all ATM Digital Topper Hardware, meeting AAA specifications (see **Addendum A** attached hereto) and approved by AAA, in area(s) normally visible to customers during operating hours at the Locations.
- 2.2. AAA topper owner shall promptly perform all installations of the ATM Digital Topper Hardware at the locations. AAA topper owner also agrees to perform the services required to install Internet connectivity and electrical power for the ATM Digital Toppers to Internet.

3. Repairs or Relocation of Non-Performing ATM Digital Topper Units.

- 3.1. AAA topper owner is responsible for, and shall promptly provide, technical or other repair services if a Location is failing to properly deliver Content, and will promptly relocate any ATM Digital Topper if such unit is deemed a “non-performing unit,” as defined below herein.
 - (a) Non-performing ATM Digital Topper Unit – for the purposes of this Agreement, a Unit is considered non-performing if the gross revenue paid to AAA topper owner from paid content and advertising for the unit is less than \$30 per month for three (3) consecutive months for any reason.
- 3.2. AAA topper owner shall cover the full cost of the service visit if the cause is ATM Digital Topper hardware, Internet communication, electrical power issues, or any other Location related issue. AAA topper owner is responsible for any and all costs relating to the relocation of any non-performing ATM Digital Topper unit, including costs pursuant to the original Location, and costs pursuant to the new Location.

4. **Non-Circumvention.** **BOTH PARTIES** hereby agrees to abstain from circumventing the intent and terms of this Agreement by means or use of affiliates, subsidiaries, individuals, or any other entities or Representatives to which the benefits may run to **EITHER PARTY** directly or indirectly, whether by direct payment, payments in kind, agreements, or any other type of beneficial treatment or consideration. **BOTH PARTIES** agree not to circumvent or attempt to circumvent this Agreement in an effort to gain for it, or deny to **EITHER PARTY**, any potential development, investment, acquisition, profits, fees, commissions, remuneration or considerations to the benefit of **EITHER PARTY** which would otherwise be owed to. It is the intent of both Parties that **EITHER PARTY** shall not, independent of **EACH OTHER**, use or take advantage of the Confidential Information, **EITHER PARTY** contacts, **EITHER PARTY** partners, **EITHER PARTY** know-how or expertise developed or disclosed by **EITHER PARTY** to **EACH OTHER** during the Term of this Agreement.

ADDENDUM A.

ATM Digital Topper and Hardware Specifications and Installation Requirements

1. Screen Size: Minimum 19” diagonal dimension
2. Screen Type: Digital TFT display
3. Screen Resolution: Minimum 1280p x 1024p (1600 x 900)
4. Screen Mount: Mounted facing forward, same direction as ATM transaction screen, on top of ATM, in the forward 1/3 of ATM depth, centered. If mounting on the ATM isn’t possible it is permissible to mount the screen on the wall or from the ceiling in the vicinity of the ATM
5. Screen Visibility: Screen must be directly visible to Location customers using the ATM, and visible to Location foot traffic across the majority of the Location footprint under normal operating conditions at all times that the Location is open and operating.
6. Media Player Type and Brand provided by AAA. AAA player units are required at all Locations.
7. Power: 110v US provided for topper screen and media player.
8. Tamper Protection: Screen, media player and all other hardware should be mounted and protected in such a way that no



screen settings (i.e. power, screen brightness, etc.) can be tampered with or changed, and that mounting screws/bolts are tamper-proof and protect the screen from theft.

- 9. General Installation: ATM Digital Topper and all associated hardware shall be installed pursuant to manufacturer's instructions and specifications, and in such a way as to remain protected, visible, and at correct operating temperature levels, moisture levels and protected from exterior elements at all times.

ATM Digital Topper Network Communication Requirements

- 1. Internet Connection Wiring: Hard line coaxial cable to Media Player from Internet signal source
- 2. Internet Connection Speed: Minimum 12MPS download speed, Minimum 5MPS upload speed
- 3. Internet Data Requirement: Unlimited data per month
- 4. Internet Connection Service Type: DSP, ISP or Cable ISP
- 5. Internet and Power Connection Reliability: 90% uptime for data download and upload

ATM Digital Topper and Hardware Maintenance Requirements and Non-Performing Units

- 1. Hardware Reliability: Hardware will function at performing levels 90% of Location operating hours, but for unforeseen Acts of God, natural disasters or area power outages.
- 2. Hardware Maintenance: Technical support and any required hardware maintenance to be performed by, and the responsibility of, AAA topper owner.
- 3. Maintenance or Repair Response Time: Units in need of service, repair or replacement must be attended to within 72 hours of notification of issues.
- 4. Non-Performing Topper Units:
 - a. Hardware non-performance: Any non-functioning hardware, wiring, connection, mount, or other system hardware element must be repaired or replaced within 72 hours of notification or other reasonable timeframe of non-performance.
 - Revenue non-performance: For the purposes of this Agreement, a Unit is considered "revenue non-performing" if the gross revenue from paid content and advertising for the unit is less than \$30 per month for three (3) consecutive months for any reason. Revenue non-performing units must be re-located to a performing Location.

IN WITNESS WHEREOF, the undersigned duly authorized representative of the parties have executed this contractual Agreement as of the day and year last stated below.

TOPPER OWNER

AAA

AGREED TO AND ACCEPTED BY:

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ATM Advertising Alliance LLC.

PO Box 32306

Laughlin, NV 89028

By: _____ (print name)

By: _____ (print name)

Signature: _____

Signature: _____

Title _____

Title: _____

Date _____ - _____ - 20____

Date _____ - _____ - 20____