

DNA ATM PROCESSING, LLC
PROCESSING AGREEMENT

THIS MERCHANT AGREEMENT ("Agreement") is entered into effect as of ____
By and Between, _____ " MERCHANT ") with address:
_____, and DNAATM Processing, LLC. with address: 6000 W 79th^{street}
Burbank,IL 60459.

WHEREAS, MERCHANT desires to exclusively engage company for, and COMPANY desires to provide MERCHANT, with certain services as provided below, all in accordance with the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties to the Agreement, COMPANY and the MERCHANT hereby agree as to the following:

1. Compensations.

DNA ATM PROCESSING

DNAATM will offer .40 cents on surcharge transactions that cover repair of any ATM parts including all parts on ATM. Excluded is vandalism, acts of god, operator error.

COMPANY ATM Placement:

Income will be paid in the following month for the previous month valid surcharge transactions.

2. Compliance with Laws.

MERCHANT must at all times, at its own expense, operate in full compliance with all laws, rules, regulations, and regulatory and court orders and decrees applicable to its business and maintain in force all licenses and permits required for its performance under this Agreement.

3- Indemnity.

MERCHANT agrees to indemnify and hold the COMPANY, and its employees, officers, directors, shareholders, managers, members, attorneys, agents, corporate parents, affiliates, successors and assigns harmless from and against any and all claims, liabilities, losses, causes of action, damages or expenses (including, without limitation, fees and expenses of attorneys and consultants and court costs) resulting from, arising out of or attributable to:

- (a) MERCHANT's breach of any representation, warranty, covenant, non-compliance with networks and Government laws and regulations or other provision of this Agreement;
- (b) Fraudulent, misleading or unauthorized acts or transactions by MERCHANT;
- (c) COMPANY's participation in any national surcharge free networks (LINK,EBT,ALLPOINT,ect.)
- (d) Negligence or wrongful act of MERCHANT, or any of its employees, agents or nominees, in Performance hereunder. This indemnification obligation of MERCHANT shall include, without limitation, any and all claims for contractual, tortuous, exemplary, punitive or statutory damages of any nature whatsoever and any and all injunctive or other equitable relief. MERCHANT's

covenants in this paragraph shall survive any termination of this Agreement. The COMPANY aggregate liability in connection with this Agreement regardless of the form of action or inaction shall not exceed the aggregate Commissions paid to MERCHANT under this Agreement during the six month period prior to the date such claim arose, and the COMPANY shall not be liable for any punitive or exemplary damages of any kind, or any special, indirect, incidental, consequential or incidental damages of any kind (including lost profits) even if the COMPANY has been advised of the possibility of such damages.(e) Any profit lost caused by terminated Merchant agreement, terminated sponsoring bank and/or Processing company agreement with the COMPANY

4. Assignment.

MERCHANT acknowledges and agrees that this is a term business service agreement and, accordingly, MERCHANT shall not enter into any contract, whether written or oral, with any third party to service and/or process its transactions. MERCHANT as an entity, if entered into a sale (whether voluntary or by operation of law) on a part or all of its assets must notify the new owners of the existence of this agreement ,COMPANY shall keep all of its rights herein and shall be transferred to the new entity. The new entity owners will be required to provide all documents needed to service and process ATM with COMPANY.

COMPANY may sell or assign all or any portion of this Agreement to any person or entity without notice to or consent from MERCHANT.

5. TERMS.

The Term of this agreement shall commence as of the date entered above and/or the first signed and cashed check and shall continue for a minimum term of three (5) years. Merchant may terminate this agreement by sending a written notice to Company no later than sixty (120) days prior to the auto renewal date(Last day of the initial term), for a successive Three (5) years term thereafter. A valid and signed agreement with Company is required to keep the Company/MERCHANT relationship in compliance with all network and government rules and regulations. Company May terminate this Agreement at any time by sending a written notice to MERCHANT due to lack of profitability or Merchant NON-Compliance. New owners of acquired old business or new business entity are required to keep the same term and relationship with COMPANY after accepting one month of earned surcharge paid by COMPANY's check that displays a term. A copy of this agreement can be mailed to new owners if old owner fails to provide one.

6. Return of Proprietary Property and Proprietary Information.

-Upon the termination of this Agreement for any reason, MERCHANT(or his heirs, executors or personal representatives, as the case may be) shall promptly surrender and deliver to the COMPANY, as the case may be, all property of the COMPANY in MERCHANT's possession and any copies of Proprietary Information of the COMPANY. MERCHANT shall not take any description of any Proprietary Information or Proprietary Property of the COMPANY.

7.Remedies and Enforcement.

(a) In the event of a breach or threatened breach by MERCHANT of any of the terms, covenants, restrictions or conditions hereof, MERCHANT agrees that such breach or threat thereof shall cause the COMPANY to suffer irreparable harm and the COMPANY shall have no adequate remedy at law. As a result, in the event of a breach or threatened breach of any of the provisions of this Agreement, the

COMPANY, in addition to all remedies available at law or otherwise under this Agreement, shall be entitled to injunctive or other equitable relief to enjoin a breach or threatened breach of this Agreement.

(b) In addition to all other remedies available at law or in equity, upon the failure of MERCHANT and/or COMPANY to cure a breach of this Agreement within thirty (30) days following written notice thereof either party shall have the right to perform any rights contained herein.

8. Force Majeure.

Neither party shall be liable for any failure to perform any under this Agreement because of acts of God, nature or a federal, state or local government agency, war, civil disturbance, labor disputes or shortages, electrical or mechanical breakdowns, or any other cause beyond the control of that party, including the issuance of an injunction by either a state or federal court prohibiting the party from carrying on its day-to-day operations as contemplated under the terms of this Agreement.

Governing Law; Jurisdiction. The laws of the State of Illinois shall govern the interpretation, validity, performance, and enforcement of this Agreement. Each party hereby consents to and confers exclusive jurisdiction to enforce any of the rights or obligations under this Agreement or to resolve any dispute arising out of or in connection with this Agreement, or the transactions contemplated herein, in the United States Federal Court located in COOK County, State of ILLINOIS or the state circuit court located in COOK County, ILLINOIS and hereby consents to and agrees that venue shall be deemed proper and exclusive in either of such courts in COOK County, State of ILLINOIS.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year below written.

Date Executed:

"MERCHANT"

"COMPANY"
DNA ATM processing, LLC

Legal Business Name

Print _____

Signature: _____

Print Nael Morrar

Signature _____