



UNIVERSAL

ATM PLACEMENT AGREEMENT

The AGREEMENT ("Agreement") is made by and between

Universal Money Centers, herein "UMC", a Missouri corporation located at 15301 W. 87th St. Parkway, Suite 215, Lenexa, Kansas 66219.

Contact: Danielle Skinner 913-244-3249 dskinner@universalmoney.com

and

Jackson County, Missouri herein "Merchant", located at 415 E. 12th Street, Room G-1, Kansas City, MO 64106.

Contact: Katie Bartle 816-881-3465 kmbartle@jacksongov.org

collectively referred to herein as the "Parties"

WHEREAS, Merchant is desirous of providing automated teller machine ("ATM") services to its patrons, customers, and employees at certain retail locations owned, controlled, or managed by Merchant within the continental U.S. (each hereinafter referred to as "Location"); and

WHEREAS, Merchant is desirous of expanding from time to time in the future to new Locations within the continental U.S.; and

WHEREAS, Merchant wishes to engage UMC to be its exclusive provider of certain ATM services to the Merchant.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions contained herein, the Parties agree as follows:

1. TERM

The Effective Date of this Agreement will be the date signed by an officer of UMC. The term of this agreement shall be for a period of twelve (12) months (the "Initial Term") commencing on the Effective Date hereof and with four consecutive twelve (12) month terms as an option

2. SUBJECT

Subject to the terms and conditions herein, UMC shall install and maintain an ATM at each Location listed in Exhibit A attached hereto. It is expressly agreed by and between the Parties that Exhibit A may be modified and amended from time to time as provided in Paragraph 6 and Paragraph 8 herein, and UMC shall physically secure the ATMs at each Site according to the ATM manufacturer's provisions and recommendations

3. SITE

(a) Merchant agrees to provide sufficient space for normal operation, maintenance, and servicing of each ATM at a high traffic, high visibility site within each Location mutually agreed upon by both Parties ("Site")

(b) The Merchant, at its expense, shall pre-wire dedicated electrical for the purpose of placing an ATM and shall be responsible for maintaining all electrical wiring services. The Merchant shall provide a dedicated 110-volt line for the ATM within a reasonable safe distance of the ATM's location

(c) UMC may provide electrical or telephone wiring for a fee to be quoted on a case by case basis

(d) Merchant will allow access to any party contracted by UMC to perform services to prepare for the ATM installation, during normal business hours. UMC shall, where possible, inform Merchant in advance of any scheduled service. Should Merchant turn away any such party, for any reason, Merchant will be responsible for the cost incurred by UMC to reschedule such service

4. EQUIPMENT

UMC shall obtain and place a UMC certified ATM, compliant with the 2010 ADA standards made effective March 15, 2011, at each location listed in Exhibit A.

5. EXCLUSIVITY

During the term of this agreement, UMC shall be the sole and exclusive provider of the services identified herein, and Merchant shall not obtain any such service or any service substantially similar thereto, from any party other than UMC

6. ATM INSTALLATION

UMC may install the ATM(s) within the contracted location(s) as soon as practicable after the signing of the contract.

7. MAINTENANCE AND SERVICE

(a) UMC or its designated agents or subcontractors shall provide first and second line maintenance to the ATM within the contracted location, including but not limited to, internal cleaning, maintenance, repair, parts and labor, and shall make its best reasonable effort to keep the ATM in proper operating order at all times

(b) UMC or its designated agents or subcontractor shall have the right to enter the premise in which a UMC ATM is located during normal business hours to perform any maintenance and repairs

(c) The Merchant shall supply custodial service, including the cleaning of the exterior of the ATM on a schedule normally available for like space within the site. The merchant shall maintain the space surrounding the ATM in a safe, neat and orderly condition and shall take due care and caution so as to prevent the Merchant's employees, representatives, and customers from damaging the ATM

8. TERMINATION

UMC may terminate any site location, listed in Exhibit A, immediately in the event fewer than fifty (50) withdrawals have occurred per month in any two consecutive calendar months during any term of the agreement

Initial

FILED JUL 29 2019 MARY JO SPINO COUNTY CLERK



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ATM PLACEMENT AGREEMENT

9. REMOVAL AND RELOCATION OF ATMS

(a) If UMC is required to permanently or temporarily remove or relocate an ATM because of the actions taken by the Merchant, including, without limitation, closing or remodeling the site in which the ATM is located, UMC may elect to charge the Merchant the cost of de-installing the affected ATM. If the de-installation is due to remodeling or similar action by the Merchant, UMC, in its sole discretion, may elect to reinstall the ATM in the affect site within a reasonable timeframe. In that event, UMC may elect to charge the Merchant for the cost of reinstalling the ATM.

(b) The Merchant is requested to give UMC advanced notice prior to the date the ATM is required to be relocated or removed. The Merchant and UMC shall coordinate to find a mutually agreeable date and time for this service request.

(c) If the Merchant requires UMC to remove or relocate the ATM repeatedly without giving advanced notice, UMC may elect to charge the Merchant a late notification fee. This fee shall be in addition to any charges UMC may elect to pass along to the Merchant for the removal or relocation of the ATM.

(d) In the event of a permanent ATM removal, UMC shall retain the right to terminate or renegotiate the terms of the agreement for the surviving sites.

10. FEES DUE MERCHANT

(a) For each debit card surcharged withdrawal transaction completed at the ATM(s), UMC agrees to pay according to Exhibit B ("Credits")

(b) The Parties hereby acknowledge that wherever Federal, State, and Local jurisdiction permit, and when relevant network processing rules allow, terminal owner fees may be charged to cardholders completing debit card cash withdrawals at Merchant's ATM Location(s) ("Surcharge"). The Parties hereby acknowledge that UMC will Surcharge a fee.

(c) UMC will pay Credits to Merchant via check for transaction fees on the third Thursday of every month according to Exhibit B. However, if the total dollar amount due the Merchant is less than \$25.00, no payment will be issued until the accumulative amount due reaches this threshold amount.

(d) Credits may be increased or decreased by UMC upon at least 45 days prior written notice to Merchant, provided such increase or decrease is directly related to a corresponding cost incurred by UMC in providing such service.

11. VAULT CASH

UMC, or its designated agent, contractor, or Financial Institution, shall be responsible for providing and replenishing cash for withdrawal in the ATMs, defined as "Vault Cash". UMC agrees to maintain sufficient amounts of Vault Cash within the ATMs to meet the expected needs of the customer. Merchant agrees that all Vault Cash is owned solely by UMC, or its designated agent, contractor, or Financial Institution until dispensed from the ATMs by a successful withdrawal to customers of the ATMs. In no event, including without limitation, any event or events of default under this ATM Placement Agreement, shall the Merchant or any of their creditors, lien, pledge, encumber or otherwise create a security interest in the Vault Cash, ownership of which at all times shall remain vested in UMC, or its designated agent, contractor or Financial Institution.

12. CONFIDENTIALITY

UMC and Merchant intend to disclose information to each other, which may include confidential information for the purpose of providing the Merchant said services. "Confidential information" means any information or data disclosed by a party to the other party and can be defined as (a) in tangible form or other media that can be converted to readable form. Or, (b) if oral or visual and is identified as proprietary, confidential, or private information. In addition, all data transmitted by UMC to Merchant, shall be deemed "confidential information".

13. TRADE SECRETS

The UMC System consists of certain computer systems, computer programs, procedures, concepts, reports, forms, and other related information and

materials which UMC holds confidential and has expended great amounts of research, development, time, effort, and money. Merchant acknowledges the foregoing as UMC TRADE SECRETS representing great value to UMC and any disclosure by Merchant of such UMC TRADE SECRETS will result in significant loss and irreparable damage to UMC. Merchant hereby agrees not to disclose UMC TRADE SECRETS except as may be required by proper performance of this Agreement and/or as required by the Missouri Open Records Act. Upon termination of this Agreement, Merchant agrees to return to UMC any and all materials regarded as UMC TRADE SECRETS.

14. ADVERTISING SIGNAGE

Unless otherwise instructed by UMC, Merchant shall display in mutually agreeable areas upon or near each ATM the UMC logo, the bold letters A-T-M, and the respective logos of all major debit or credit card networks which have access to use such ATMs. Should a financial institution provide vault cash, its identification may also be prominently displayed on or about the ATM. UMC shall have the right to approve all signage before being displayed, such approval not to be unreasonably withheld.

15. SERVICE MARK

UMC hereby grants Merchant a limited, nonexclusive license to use the Universal Money service mark during the term of this Agreement. Merchant acknowledges the Universal Money service mark is proprietary property of UMC and that the manner and quality of its presentation has great impact on UMC. Merchant agrees that each use of the Universal Money service mark must be pre-approved by UMC, and that UMC at its sole discretion may deny any or all use. This limited, nonexclusive license to use the Universal Money service mark shall automatically terminate upon termination of this Agreement.

16. PERFORMANCE OF UMC'S DUTIES

Merchant acknowledges that UMC may subcontract or delegate certain of its duties hereunder to third Parties. UMC shall use due care and good business judgment in selecting such third Parties and in any and all events shall remain primarily liable and responsible to Merchant for the performances of its duties hereunder.

17. SEVERABILITY

The Parties agree that if any provision of this Agreement shall be determined to be invalid or unenforceable by any court of competent jurisdiction, then such a determination shall not affect any other provision of this Agreement and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted. If any provision is capable of two constructions, one of which would render it void and the other of which would render it valid, then the provision shall have the meaning which renders it valid.

18. ASSIGNMENT

This agreement is binding on the Parties and their respective successors and assigns. In the event of Merchant selling or leasing its business at the location(s) listed in Exhibit A, the Merchant must assign this Agreement to the new owner or Lessee. In this event, the Merchant must inform UMC of such, prior to the completion of the sale or lease. UMC will then forward the necessary paperwork to transfer the agreement to the new owner or lessee.

19. NOTICE

Any notice required herein shall be in writing and by United States certified mail, postage prepaid, to UMC.

Universal Money Centers, Inc.,
Attn: Account Manager
15301 W 87th St Parkway, Ste 215
Lenexa, Kansas 66219

Jackson County, Missouri
Attn: Katie Bartle
415 E 12th Street, Room G-1
Kansas City, MO 64106



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ATM PLACEMENT AGREEMENT

20. RELATIONSHIP OF THE PARTIES

It is expressly understood and acknowledged that it is not the intention or purpose of this Agreement to create, nor shall the same be construed as creating, any type of partnership relation or joint venture.

21. WAIVER OF TRIAL BY JURY; COUNTERCLAIMS

THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE RELATIONSHIP OF MERCHANT AND UMC, OR UMC'S USE AND OCCUPANCY OF THE

ATM IF MERCHANT COMMENCES ANY PROCEEDING AGAINST UMC FOR NON-PAYMENT OF ANY RENT PAYABLE HEREUNDER, THEN UMC WILL NOT INTERPOSE ANY COUNTERCLAIM OF ANY NATURE OR DESCRIPTION IN SUCH PROCEEDING, PROVIDED, HOWEVER, THE TERMS OF THIS SENTENCE SHALL NOT PRECLUDE UMC FROM ASSERTING ANY SUCH COUNTERCLAIMS IN A SEPARATE ACTION BROUGHT BY UMC

22. MISCELLANEOUS

This Agreement is the entire Agreement between the Parties and supercedes any written or oral negotiations or understandings and any such negotiations or understandings are merged herein. Any modification or amendment of this Agreement must be in writing as an amendment signed by both parties

This Agreement and any such modifications or amendments shall not be effective until signed by an officer, majority owner, or other authorized signatory of Participant and an officer of UMC. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Parties have hereunto set their hands by their authorized representatives on the date and year written below.

JACKSON COUNTY, MISSOURI

Signature: [Handwritten Signature]
Name: [Handwritten Name]
Title: [Handwritten Title]
Date: [Handwritten Date]

UNIVERSAL MONEY CENTERS, INC.

Signature: [Handwritten Signature]
Name: [Handwritten Name]
Title: [Handwritten Title]
Date: [Handwritten Date]

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APPROVED AS TO FORM

[Handwritten Signature]
County Counselor

ATTEST:

[Handwritten Signature]
Clerk of the County Legislature



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ATM PLACEMENT AGREEMENT

EXHIBIT A

List of Locations

Location Name	Address	City	State	Zip
Jackson County Downtown Courthouse	415 E. 12 th Street #104	Kansas City	MO	64106
Historic Truman Courthouse	112 W. Lexington #114	Independence	MO	64050

JACKSON COUNTY, MISSOURI

UNIVERSAL MONEY CENTERS, INC.

Signature: [Handwritten Signature]

Signature: [Handwritten Signature]

Name: [Handwritten Name]

Name: Pamela A. Glenn

Title: [Handwritten Title]

Title: President

Date: 7-25-2019

Date: June 14, 2019

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ATM PLACEMENT AGREEMENT

EXHIBIT B

Payment Schedule

<p>All Surcharge Transactions</p> <p>UMC agrees to pay Merchant \$0.50 per Surcharged Withdrawal if 100 withdrawals are reached monthly</p> <p>Note: Based on a minimum surcharge of \$3.00 per withdrawal</p>

JACKSON COUNTY, MISSOURI

Signature: [Signature]

Name: Bob Crutcher

Title: 7-25-2019

Date: Director of Finance

UNIVERSAL MONEY CENTERS, INC.

Signature: [Signature]

Name: Pamela A. Glenn

Title: President

Date: June 14, 2019