

INDEPENDENT SALES AND SERVICE ORGANIZATION OPERATIONAL AGREEMENT

This agreement is entered into this _____ day of _____, 2006 (“the agreement”) between Digital Network Solutions, LC (“DNS”), a Florida Corporation, and _____, an independent sales and service organization (“ISSO”). In consideration of the mutual covenants, agreements, and terms herein contained or incorporated by reference and which cumulatively describe all of the terms and conditions under which DNS and ISSO will interact, the parties agree as follows:

I. Definitions:

- 1) DNS is a Florida Corporation involved in the manufacture and marketing of Automated Teller Machines.
- 2) ISSO represents and warrants itself to be experienced in marketing, sales, and the management of a sales and service force; or as willing to be trained by DNS in such areas at the expense of ISSO. Any training programs, literature, or other supplies determined to be necessary will be purchased from DNS by ISSO at a reasonable market price.
- 3) Products to be marketed by ISSO hereunder shall include (a) any and all ATM machines, components, or services manufactured, distributed, or sold by DNS for a duration of this agreement, and (b) ATM transaction processing services provided by DNS, which processing services and hereinafter collectively referred to as DNS processing services.
- 4) Confidentiality and Non-Disclosure Agreements means the Confidentiality and Non-Disclosure Agreement attached hereto as an Exhibit.
- 5) Merchant Processing Agreement means the Merchant Processing Agreement attached hereto as an Exhibit.
- 6) Cash Dispensing Money Tree ATM Placement Agreement means the Cash Dispensing ATM Placement Agreement attached hereto.

II. Term:

- 1) This agreement shall take effect on the date of the last signature hereto and shall remain in effect until terminated by mutual written agreement or terminated for cause after proper notice as described below:
- 2) Either party may unilaterally terminate this agreement for cause by giving sixty (60) days written notice. DNS may unilaterally terminate this agreement for cause upon seven (7) days written notice. Termination of this agreement for cause shall be effective upon delivery to the place of business of the non-terminating party written notice specifying all causes for termination. Termination for cause shall be without prejudice to any rights or claims which the terminating party may otherwise have against the non-terminating party. Allowable cause for termination by notice includes, but is not limited to, the following:
 - A) Material breach or violation of any term or condition of this agreement by either party;
 - B) Failure of ISSO to exercise due care and diligence to perform its obligations under this agreement in a professional and ethical manner.
 - C) Misrepresentation by ISSO to any party regarding any products or services manufactured, distributed, or provided by DNS.
 - D) Insolvency, assignment for the benefit of creditors, appointments of a receiver, or the equivalent thereof, of either party.
 - E) Failure of ISSO at any time to fully comply and conform with all applicable local, state, and federal guidelines, rules, regulations, and laws.
 - F) Any representations or use of DNS products, services, logos, promotional or educational training materials by ISSO not in accordance with this agreement or otherwise without the express written consent of DNS.
 - G) ISSO’s failure to maintain and uphold quality and customer service standards in a manner reasonably acceptable to DNS.

III. Status of ISSO and relationship with DNS:

- 1) For the entire term and effect of this agreement, ISSO is a separate and independent organization from DNS. This agreement in no way authorizes ISSO to act on behalf of DNS in any manner that could indicate, imply, or represent the ISSO to be an officer, agent, employee, representative, partner, or subsidiary of DNS.
- 2) ISSO may not use any form of DNS trademarks, service marks, copyrights, or promotional material, with the sole and exclusive exception of the use of the title “Distributor of DNS, Inc. Products”, without the express prior written consent of DNS.

- 3) ISSO expressly agrees to bear at its sole cost and expense all costs and expenses it incurs in the performance of this agreement including, but not limited to, all operating expenses, rent, telephone, transportation, entertainment, and other miscellaneous expenses.
- 4) ISSO shall provide workers compensation insurance, general commercial liability insurance, and shall maintain errors, omissions, and employee liability insurance on any person engaged by ISSO as an employee and shall hold DNS harmless from any liability resulting from ISSO's performance of this agreement or otherwise. A certificate of insurance naming DNS as additional insured in regard to employees, agents, partners, officers, or representatives of ISSO acting for or on behalf of ISSO in its sales or service of DNS products or services shall be provided to DNS within thirty (30) days of the effective date of this agreement.
- 5) ISSO shall retain and bear sole and exclusive responsibility for the withholding, reporting and payment of all taxes with respect to any and all persons engaged as employees of ISSO.

III. Compensation of ISSO:

- 1) For the term of this agreement, ISSO will be given the opportunity to purchase products and services from DNS pursuant to the price schedule may, in the sole discretion of DNS, be amended upon thirty (30) days written notice to ISSO. The difference between the Exhibit "A" price schedule and the agreement is valuable consideration and is the compensation to be retained by ISSO in return for its performance of obligations hereunder.
- 2) No compensation other than that set forth above shall be provided, offered, or is anticipated. Any other or additional compensation provided, if any, shall be at the sole discretion of DNS and must be authorized by a written addendum to this agreement signed by both parties.

IV. Minimum obligations of ISSO:

- 1) ISSO agrees that it will use its best good faith and diligent efforts, and devote such time as is necessary and prudent to effectively market and distribute the products and service of DNS.
- 2) ISSO agrees that it will exclusively market DNS processing services in conjunction with the marketing and distribution of DNS products and services and will not market ATM processing services other than DNS processing services.
- 3) ISSO shall at all times supply and maintain all tolls, personnel, equipment, and other miscellaneous items necessary to market, distribute, and service DNS products and services and DNS processing services.
- 4) ISSO shall at all times adopt, abide by, maintain, and engage the high level of quality and customer service promulgated and established by DNS.
- 5) ISSO shall at all times fulfill all commitments, both to DNS and third parties, associated with, but not limited, selling, marketing, distributing, and servicing DNS products and services and DNS processing services.
- 6) ISSO shall at all times properly execute (or cause to be executed) and deliver all documents necessary for the sale of DNS products and services and DNS processing services to DNS and their offices.
- 7) All ordered taken by ISSO for DNS products or services or DNS processing service shall be promptly forwarded to DNS at their offices. No such order shall be binding on DNS until expressly accepted by DNS.
- 8) ISSO warrants that it will at all times update any information provided to DNS immediately upon any change in that information. ISSO specifically agrees to insure that the list of sales personnel involved in the sales, distribution, marketing, or service of DNS products and services or DNS processing services will be kept current at all times.
- 9) ISSO warrants that it will implement and routinely utilize in every transaction the documents provided by DNS or its affiliates, as appropriate for the scope of each transaction, which documents are attached hereto, in the conduct of its obligations under this agreement.
- 10) ISSO maintenance obligations: ISSO warrants and agrees that it will be solely responsible for ensuring the performance of first line maintenance (including program update assistance) by the Merchant, and instruct the Merchant regarding first line maintenance required to be performed by the Merchant including the replacement of ribbons, papers, and other disposable commodities necessary for the operation of the Merchant's terminals, and the replenishment of cash necessary for continuous ATM operation. ISSO further agrees to perform warranty service on any Merchant terminal which may be required during the initial warranty period, which is a period of twelve (12) consecutive months commencing seven (7) days after the unit leaves the manufacturer or the date the unit is placed in service, whichever first occurs, and any extended warranty purchased by Merchant. The failure by ISSO to perform its

service obligations under the initial warranty or extended warranty which requires performance of said obligation by manufacturer or its agents will enable DNS to recover all expenses associated with the performance of said obligation on behalf of ISSO from any surcharge revenue accruing to ISSO's benefit. In the event ISSO fails to perform its service obligation, DNS shall be entitled to recover a total of three hundred percent (300%) of any expense associated with the performance of the service unperformed by ISSO. The failure by ISSO to perform its service obligation on a cumulative total of three (3) separate occasions shall be deemed an abandonment by ISSO of its service obligations under the terms of this contract, and constitute a waiver by ISSO of any future transaction revenue surcharges to which ISSO may be entitled.

- 11) ISSO warrants and agrees that it shall obtain a complete contract recognized or enabled under the provisions of this agreement. ISSO further agrees to undertake the return to DNS of any documents as may be required by DNS in the performance of ISSO's duties hereunder.

V. Marketing and Advertising Restrictions:

- 1) ISSO shall present in writing to DNS for approval all marketing plans and initiatives including but not limited to, regional marketing and advertising plans, national marketing or advertising plans, specific marketing efforts or promotions, trade shows or fairs, and on-site marketing or advertising.
- 2) ISSO shall not engage in marketing, advertising, or sales activity involving or utilizing any DNS products, services, DNS processing services literature, or materials without the prior express written approval of DNS.
- 3) DNS shall have, at its sole discretion, the right to deny to ISSO any use, determined by DNS to be adverse to its interests, of any DNS products and services or DNS processing services literature, or materials at any time.

VI. Trade Secrets, Non-Disclosure and Non-Competition:

- 1) ISSO expressly acknowledges that DNS customer lists, price lists, plans, concepts, programs, innovations, inventions, products, materials, and technical data concerning its products and services and DNS processing services are TRADE SECRETS and confidential and proprietary in nature. ISSO also acknowledges that DNS has disclosed such information to ISSO for the sole purpose of aiding in the performance of this agreement. ISSO expressly agrees not to disclose, copy, duplicate, or reverse engineer any such information or equipment for the benefit or use of any party other than the officers, directors, employees, or agents of DNS without the prior express written consent of DNS.
- 2) ISSO agrees to re-deliver to DNS any written, pictures, films, tapes, recording, or other descriptions of the information discussed in section VII.(1) of this agreement, and any and all copies thereof within three (3) days of the termination of this agreement.

VIII, Limitations of Representations by DNS:

- 1) ISSO acknowledges that neither DNS nor any of its agents, employees, or representatives have made or implied any guarantee, representation, or promise concerning potential income or revenue which may be generated or realized by ISSO under the terms of this agreement.
- 2) Both parties expressly stipulate that this agreement in no way constitutes an agreement for a joint venture, partnership, investment interest or contract, franchise agreement, or any other relationship other than that of a wholly independent contractor providing sales representation for DNS.

IX. Limitations on Liability:

- 1) ISSO expressly agrees to indemnify, hold harmless, and defend DNS, at ISSO's sole cost and expense, against and from any and all claims, suits, actions, proceedings, damages, liabilities, losses, fines, penalties, expenses, attorney fees, and all other associated costs out of, or related in any way or manner to actions of ISSO, its agents, employees, or representatives for real or alleged acts or omissions whether in tort or contract.
- 2) ISSO expressly agrees to waive claim to and hold harmless DNS for any and all loss of commission, loss of income, or other damage due to the reasonable termination of any agreement between DNS and customers or end merchants solicited by ISSO.
- 3) ISSO expressly agrees to waive claim to and hold harmless DNS for any and all loss of commission, loss of income, or other damages due to the termination of this agreement between DNS and ISSO.

X. General Provisions:

- 1) ISSO expressly recognizes and agrees that the DNS name and logo are registered service marks of DNS. For the duration of the term, and any subsequent terms, of this agreement, DNS agrees to allow for the use of the DNS name and logo on all terminals processed or marketing materials developed, provided, created, or covered by this agreement, subject to graphics standards and usage limitations as specified at any time by DNS. ISSO agrees to cease and desist in the use of any and all such materials at a date no longer that thirty (30) days after termination of this agreement.
- 2) This agreement and all rights and obligations hereunder are non-transferable and non-assignable by ISSO without the prior written consent of DNS. This agreement and the rights and obligations hereunder may not be encumbered or pledged by ISSO as security of any kind.
- 3) This agreement shall inure to the benefit of the parties successors and assigns.
- 4) All disputes, disagreements, or discrepancies regarding the terms, clauses, articles, rights, or obligations under this agreement shall be governed and resolved in accordance with laws of the state of Florida, with sole and exclusive jurisdiction and venue in Okaloosa County; Florida.
- 5) ISSO expressly agrees that DNS will be in no way responsible nor liable for any loss, expense, or cost incurred by ISSO, customers, third parties, or other entities as a result of any cause or factor beyond the reasonable control of DNS, including, but not limited to, weather, acts of god, war, fires, explosions, power failures, Government priorities, labor difficulties, supplier failure or delay, civil disorder, breakdown or malfunction of equipment or machinery, transportation facilities or other equipment of any nature. DNS shall however, make all reasonable good faith efforts to limit the duration of any such delay.
- 6) All disputes, disagreements, or discrepancies regarding any term, clause, article, right, or obligation arising under or relating to this agreement shall be submitted to arbitration upon the written demand of either party served upon the other.
- 7) In any arbitration proceeding or any action at law or in equity, including an action for declaratory relief, the prevailing party shall be entitled to an award if reasonable attorney fees and in addition to other costs of the action and damages awarded.
- 8) If any party of this agreement is construed as unconstitutional, illegal, or otherwise invalid by a court of competent jurisdiction, that invalid part shall in no way invalidate or affect the remainder of the agreement.
- 9) This writing, consisting of ten (10) numbered sections and two (2) attached exhibits, is the entire intended agreement between DNS and ISSO relating to the subject matter hereof, and all prior, contemporaneous, or subsequent representations, negotiations, understandings, or agreements, relating to the independent sales and service by ISSO of DNS products, whether oral or written, and hereby superseded. The Non-Disclosure and Confidentiality Agreement heretofore executed by the parties (if any) is excepted from the foregoing and is hereby ratified and incorporated herein by reference. No modification or amendment to this fully integrated agreement shall be valid or effective unless set forth in writing and signed by both parties.

ISSO signature

Title

Date

DNS Signature

Title

Date