

# BRINKS SERVICES AGREEMENT

AGREEMENT NO. PARTY\_NUMBER

**THIS SERVICES AGREEMENT** (together with Attachment(s) the "Agreement") is made by and between **Brink's U.S., a Division of Brink's, Incorporated** ("Brink's"), a Delaware corporation with offices located at 555 Dividend Drive, Suite 100, Coppell, TX 75019, and **PARTY\_NAME** ("Customer") (EIN: EIN) with offices located at ADDRESS, CITY, STATE BILL\_TO\_ZIPCODE is entered into this DAYORDINAL day of MONTH, 20YEAR.

## I. DEFINITIONS

- A. Attachment** - any statement of work ("SOW"), exhibit, schedule, amendment or addendum, all of which are hereby incorporated into this Services Agreement.
- B. Business Day** - Monday through Friday except holidays observed by the Facility performing Services hereunder.
- C. Distinctively and Securely Sealed** - the container used to hold any Property has been closed and fastened with a device or method of sealing having a distinguishing mark that can be clearly seen and recognized as a unique identification number or special mark that is attached to the container so that the Property is firmly enclosed, and the device or method of sealing cannot be removed and reapplied to the container without leaving visible external evidence of tampering to the container. The container must also include bar coding compliant with Brink's specifications.
- D. Facility(ies)** - Brink's location(s) where certain Services will be performed.
- E. Loss** - any loss of, damage to, theft of, or destruction of Property for which Customer has provided timely Notice to Brink's.
- F. Maximum Liability Amount** - the total liability assumed by Brink's for a Loss as specified in the Attachment(s).
- G. Property** - currency, coin, checks, securities, other financial instruments, and other valuables agreed upon by Brink's in an Attachment.
- H. Rates** - charges for Services as listed in Attachment(s).
- I. Services** - services to be provided to Customer as described in the applicable Attachment(s).
- J. Shipment** - one or more sealed or locked container(s) of Property collected or received by Brink's in one place at any one time.

## II. SERVICES

- A.** Brink's shall perform Services as set forth in the SOW(s) signed by Brink's and Customer. Services will be performed at the Facility(ies) and other locations specified in the applicable SOW. Services will be performed on Business Days, unless otherwise specified in the applicable SOW. In the event of inclement weather or some other irregularity, performance shall be as mutually agreed upon. Customer agrees to look only to the provisions of this Agreement and the applicable SOW for any claim against Brink's relating to Customer's Property.
- B.** The Customer locations serviced under any SOW, whether listed in an Attachment or otherwise, shall not be deleted by Customer during the term of the Agreement. If a Customer location is moved from one location to another, Brink's will be given the right of first refusal to service such location in its new site.

## III. TERM

This Agreement shall begin on the earliest effective date of a SOW and shall remain in effect until expiration or termination of all SOWs.

## IV. CHARGES AND PAYMENT

- A.** Within thirty (30) days of the date of each invoice, Customer shall pay Brink's the Rates plus all applicable federal, state and local taxes. Payment shall be made by check, electronic funds transfer (EFT) or Fedwire. The Rates may be amended by Brink's invoices, letters, or other writings. Except for Rate changes made pursuant to paragraph 3 of this section, Customer may, by written Notice within twenty (20) days of such invoice, letter or other writing, reject any charges differing from the Rates. Otherwise, Customer shall be deemed to have accepted such increase. If Customer disputes the accuracy of an invoice, Customer will provide Brink's written Notice of the claimed inaccuracy within sixty (60) days of the invoice date or such claim will be deemed waived by Customer.
- B.** All charges remaining unpaid after the invoice due date are subject to an interest charge at the lesser of: 1½% per month; or, the maximum rate allowed by law.
- C.** Brink's may increase Rates effective UPLIFT\_TYPE of this Agreement, Brink's may also increase Rates upon written communication in the event of a change in economic conditions that increases Brink's operating costs. Brink's will provide thirty (30) days prior written notice for a Rate increase due to a change in economic conditions affecting the services in Customer's service areas. A change in economic conditions may include, but is not limited to: (i) an act of God; (ii) an act of war; (iii) an increase in the then current local, state, or federal minimum wage; (iv) legislative or regulatory requirements related to the performance of the Services hereunder; or (v) any event that affects Brink's ability to obtain insurance as required under this Agreement. Customer shall also pay the monthly fuel surcharge as set forth at <https://us.brinks.com/fuel-surcharge>, which may be updated from time to time by Brink's in its sole discretion.
- D.** Customer shall pay Brink's for all changes in scope of Services (e.g. frequency, days of service, addition or deletion of locations, etc.) whether requested by Customer in writing or verbally.

## V. BRINK'S LIABILITY; LIMITATIONS; EXCLUSIONS

- A.** Brink's liability for any of its obligations under this Agreement, including without limitation liability for a Loss of a Shipment, shall not exceed the lesser of the following: (1) Maximum Liability Amount; (2) the actual value of the Loss; or (3) the declared value of the Property subject to the Loss. Brink's liability for Loss shall commence when the Property has been received into Brink's possession and a receipt has been signed by Brink's and shall terminate when the Property has been delivered to the location or agent designated by Customer pursuant to the applicable Attachment, or returned to Customer or its agent in the event that delivery cannot reasonably be made by Brink's.

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- B. Brink's liability for a Loss shall not exceed the Maximum Liability Amount, notwithstanding anything to the contrary contained in any oral statement, invoice, receipt or other document.
- C. Brink's shall not be liable for any shortage within any Shipment that: (1) is not Distinctively and Securely Sealed when received by Brink's; (2) occurred before Brink's received possession of the Shipment; or (3) shows no external evidence of tampering when received by Brink's. Brink's shall not be liable for a Loss caused in whole or in part by the criminal acts, or fraud of Customer, its employees, representatives or agents.
- D. Does Customer have the ability to reconstruct checks? **YES**  **NO**   
If "Yes" is checked above, the following language applies:
- E. In the event of a Loss of checks or other financial instruments (together "Checks"), Brink's agrees to pay for: (1) Customer's reasonable costs in identifying and replacing the Checks, and (2) the face value of the Checks not identified, except for those Checks which could not be collected on at the time of the Loss up to a combined limit of \$25,000 per Shipment. The Maximum Liability Amount that applies to the Loss shall include the referenced \$25,000. Customer shall maintain a complete record of all Checks it places in a Shipment and agrees to diligently pursue identification and replacement efforts of the Checks. Customer further agrees to reimburse Brink's for all amounts that are recovered as the result of such efforts.
- F. Brink's shall not be liable for non-performance or delays of Service caused by strikes, lockouts or other labor disturbances, riots, authority of law, acts of God, fire, flood, tornado, hurricane, earthquake or means beyond Brink's control.
- G. Brink's shall not be liable for a Loss or for non-performance or delays of Service (or for any cost, expense or liability related thereto) caused by or resulting from: (1) war, hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (a) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or (b) by military, naval or air forces; or (c) by an agent of any such government, power, authority or forces; (2) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence or confiscation by order of any government or public authority.
- H. In no case shall Brink's be liable for Loss or for non-performance or delays of Service (or for any cost, expense or liability related thereto) directly or indirectly caused by or contributed to or arising from: (1) any chemical, biological, bio-chemical or electromagnetic weapon; (2) the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system; (3) ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; (4) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; (5) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or (6) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in sub-clause (6) does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
- I. **The following limitation shall not apply to Property in transit.** Brink's shall not be liable for Loss or for nonperformance or delays of Service (or for any liability, cost or expense related thereto) directly or indirectly caused by, resulting from or in connection with, any act of terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. An act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- J. Brink's is not an insurer under this Agreement. Brink's shall not be liable under any circumstance for consequential, special, incidental, indirect or punitive losses or damages (including lost profits, interest or savings) whether or not caused by the fault or negligence of Brink's and whether or not Brink's had knowledge that such losses or damages might be incurred.

## **VI. INSURANCE**

- A. Brink's will maintain at all times during the term of this Agreement, insurance payable to Brink's in such amounts and against such risks as shall adequately cover the Maximum Liability Amount. Upon Customer's written request, Brink's will provide a certificate of insurance. Customer shall be given thirty (30) days' notice in the event such insurance coverage is canceled, not renewed or materially restricted.
- B. Customer shall at all times maintain comprehensive general liability insurance coverage, including contractual liability and premises liability. Such insurance shall be in reasonable amounts and with insurance companies of recognized financial responsibility. Upon written request, Customer shall provide to Brink's evidence of such insurance coverage, and Customer agrees that Brink's shall be given thirty (30) days' notice in the event that such insurance coverage shall be canceled, not renewed or materially restricted.

## **VII. FILING OF CLAIMS; PROOF OF LOSS**

- A. In the event of Loss under this Agreement, Customer shall notify Brink's as soon as practicable upon discovery and provide written Notice to Brink's no more than thirty (30) days after the Property which is the subject of the claim was received into Brink's possession or, as applicable, the inventory report or transaction report indicating a Loss or discrepancy is delivered to Customer. To file a Loss claim, Customer shall submit the claim to Brink's designated website or email address. Timely and complete submission of a Loss claim shall constitute notice of Loss under this paragraph. Customer shall retain a copy of the notification of Loss receipt provided via email or available from the Brink's designated website. It is Customer's responsibility to promptly verify deliveries, transaction reports and inventory reports, as applicable. Unless such Notice is given by Customer within the time prescribed in this section, Brink's shall not be liable to Customer for any claims made pursuant to this Agreement and Customer shall be deemed to have expressly waived any such claim.
- B. Customer shall maintain a record of all Property placed in a Shipment and shall promptly and diligently assist Brink's in establishing the identity of any Loss. Customer agrees to mitigate its damages in connection with any Loss. Brink's and Customer shall fully cooperate in conducting an investigation, and any question of a Loss or the cause thereof, to the extent reasonably possible, shall be resolved by the findings of such investigation.

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- C. Affirmative written proof of the Loss, subscribed and sworn to by Customer and substantiated by the books, records and accounts of Customer, shall be furnished to Brink's prior to payment of a claim. Upon payment of a claim by Brink's, Customer hereby assigns to Brink's all of its right, title and interest in the Property which was the subject of the Loss and all rights of recovery against third parties that are the subject of the claim. Customer will execute any documents necessary to perfect such assignment upon request by Brink's or Brink's insurers.

#### **VIII. DEFAULT; REMEDIES; TERMINATION**

- A. In the event of early termination under this Agreement and/or any SOW, other than for material breach by Brink's, Customer agrees that actual damages might be sustained by Brink's which are uncertain and would be difficult to determine. Customer hereby agrees to pay Brink's, as liquidated damages and not as a penalty, all remaining charges that would have been payable to Brink's from the date of termination up to and including the date of expiration of the then current term of this Agreement, plus any capital costs incurred by Brink's as a result of entering into this Agreement. Should Customer default in the payment to Brink's of any amounts due under this Agreement, then Customer shall also be responsible for interest as provided above and all attorney's fees, costs and expenses incurred by Brink's in the collection of such past due amounts. The past due amounts, interest and collection costs constitute "Unpaid Obligations". In addition to the other remedies provided in this Agreement and under applicable law, Customer hereby agrees that Brink's shall be permitted to retain as a credit and to offset against such Unpaid Obligations, on a dollar for dollar basis, any Property which Brink's has in its possession under this Agreement.
- B. Either party may terminate this Agreement in the event of a material breach of this Agreement (including non-payment) by the other party, provided that such breach continues for a period of thirty (30) days after receipt by the breaching party of written Notice from the non-breaching party specifying the nature of such breach. No written Notice is required if the breach is non-payment of amounts due. If such breach is cured within the applicable cure period, then this Agreement shall continue in full force and effect.

#### **IX. MISCELLANEOUS**

- A. Brink's may, in its discretion, choose to perform any or all of the Services itself or through its employees, agents or independent subcontractors. Any employee, agent or independent subcontractor performing Services shall be entitled to the benefit of every limitation and defense to which Brink's is entitled hereunder. Notwithstanding the foregoing, Customer shall look solely to Brink's for reimbursement of any Loss in accordance with the terms of this Agreement.
- B. All "Notices" under this Agreement, shall be in writing and shall be deemed given to the other party immediately upon: personal or messenger delivery; proof of transmission date of facsimile transmission; or delivery date of overnight courier or certified mail service. Notice shall be sent to the party at the address shown on the front of this Agreement or to such other address as either party may specify by Notice. Notice to Brink's, including bankruptcy notifications, shall also be sent to: Brink's U.S., Attn: Legal Department, 555 Dividend Drive, Coppell, TX 75019.
- C. Conflicting terms in SOWs will prevail over terms stated in this Services Agreement. Any pre-printed terms and conditions contained in any purchase order or other similar document used by Customer shall be null and void and have no force or effect in modifying the terms and conditions of this Agreement.
- D. This Agreement governs the rights and responsibilities of Customer and Brink's. Customer agrees to look only to the provisions of this Agreement for any claim against Brink's relating to Customer's Property.
- E. Each party agrees to comply with all applicable laws, rules and regulations in the performance of its obligations hereunder.
- F. This Agreement and the Attachments, all as may be amended from time to time, constitute the entire agreement and understanding between Customer and Brink's with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, express or implied. Except with respect to Rates, this Agreement may only be amended or superseded by a writing signed by the parties. The sole and exclusive remedies for any breach of the terms and provisions of this Agreement or any claim or cause of action otherwise arising out of or related to this Agreement shall be those remedies available at law or in equity for breach of contract only (as such contractual remedies have been further limited or excluded pursuant to the express terms of this Agreement), and neither of the parties hereto, nor other person or entity will have any other entitlement, remedy or recourse, whether in contract, tort or otherwise.
- G. Neither party shall use the other party's trade name, likeness, trademarks or logo, without the other party's prior written consent.
- H. The failure of either party to require strict adherence to any term of this Agreement will not be deemed a waiver or deprive that party of the right thereafter to insist upon strict adherence to any term of this Agreement.
- I. The illegality or invalidity of any provision of this Agreement shall not affect or invalidate the remainder of the Agreement.
- J. CUSTOMER AND BRINK'S HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING IN ANY WAY OUT OF THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.
- K. The provisions of this Agreement, which by their sense and context are meant to survive expiration of this Agreement, shall so survive.
- L. Customer's performance of its obligations hereunder shall not be excused or relieved by any claims of Customer to a right(s) of abatement, deduction, setoff or recoupment against Brink's.
- M. THE LAWS OF THE STATE OF DELAWARE SHALL GOVERN THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION OF ITS TERMS AND CONDITIONS, THE INTERPRETATION OF THE RIGHTS AND RELATIONSHIPS OF THE PARTIES HERETO, INCLUDING BUT NOT LIMITED TO ALL CLAIMS OR CAUSES OF ACTION (WHETHER BROUGHT IN CONTRACT OR TORT) THAT MAY BE BASED ON, ARISE OUT OF OR RELATE TO THIS AGREEMENT, WITHOUT REGARD TO THE CONFLICTS OF LAWS AND PRINCIPLES THEREOF.
- N. If Customer files for protection under any provision of the Bankruptcy Code (11 U.S.C. S. 101, et seq.), Customer shall file among its first day motions a motion seeking authorization to: (1) assume the Brink's contract, (2) pay Brink's all amounts due under the Agreement on an ongoing basis, and (3) pay as a cure claim any past due amounts. Customer acknowledges that the Services are critical to the continued and uninterrupted operation of its business locations and cash flow. Customer shall promptly seek court authority to treat Brink's as a critical vendor.
- O. To the extent Services include transportation, Customer agrees: (a) that none of the provisions of the Carmack Amendment apply to any obligation of Brink's under this Agreement and (b) Customer shall comply with the Private Express Statutes (United States Postal Laws and Regulations) in the preparation of all Shipments.
- P. Customer will not assign this Agreement without the prior written consent of Brink's.
- Q. To the extent not prohibited by law, Customer must commence any action, suit, or proceeding for a Loss within twelve (12) months after receipt of the Property into Brink's possession.

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R. This Agreement may be executed in multiple counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

**AGREED AND ACCEPTED:**

**"CUSTOMER":**

**PARTY\_NAME**

By: \_\_\_\_\_  
(Customer Signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**"BRINK'S":**

**Brink's U.S., a Division of Brink's, Incorporated**

By: \_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## CASH VAULT SERVICES STATEMENT OF WORK

### AGREEMENT NO. PARTY\_NUMBER SOW # CONTRACT\_NUMBER

This Cash Vault Services Statement of Work (the "Cash Vault SOW"), entered into as of (the "Effective Date") by and between Brink's U.S., a Division of Brink's, Incorporated (Brink's") and PARTY\_NAME ("Customer") is an Attachment to the Services Agreement by and between Customer and Brink's dated (the "Agreement"). This Cash Vault SOW and any additional Attachments hereto: (i) are incorporated by reference into the Agreement, (ii) apply only to the Cash Vault Services and not to products or services covered by any other SOW or Attachment under the Agreement, and (iii) amend and supplement the terms of the Agreement as set forth herein. Capitalized terms not defined herein shall have the same meaning as set forth in the Agreement.

#### 1. DEFINITIONS

- A. Bin – metal container for storing loose Coin.
- B. Coin – U.S. denominations of coin, unless otherwise mutually agreed upon by the parties.
- C. Contaminated Currency – Currency that has been damaged by or exposed to a contaminant to the extent that it cannot be processed under normal operating procedures without posing a health or safety risk.
- D. Currency – U.S. denominations of bank notes, unless otherwise mutually agreed upon by the parties.
- E. Foreign Currency – non-U.S. Currency or Coin.
- F. Half Standard Bag –
  - (i) Half Standard Bag (Deposit Processing) – a bag received for deposit processing, containing Coin of the same denomination equal to half of the Standard Bag amounts, to be verified by fine counting.
  - (ii) Half Standard Bag (Order Processing) – a bag to be prepared for orders by fine counting Coin of the same denomination in an amount equal to half of the Standard Bag to fulfill loose (unwrapped) coin orders.
- G. Improper Coins – mutilated Coin, foreign coin, slugs, tokens, and/or other foreign matter.
- H. Cash Vault Services – Services to be performed at the Facility(ies) specified in the attached Exhibit A, Facilities, under this Cash Vault SOW, including but not limited to deposit processing and verification, Currency counting and sorting, processing of Coins, maintaining an inventory of Currency and Coin, and preparing Shipments for delivery to the location designated by Customer,
- I. Mutilated Currency – Currency that has been damaged to the extent that one-half (1/2) or less of the note remains, or its condition is such that its value is questionable and special examination by the Bureau of Engraving is required.
- J. Mutual Customer – a business entity having a commercial account with Customer or a commercial bank having a correspondent relationship with Customer and for which Brink's performs armored transportation services.
- K. Non-Standard Bag – bag or container containing Coin of the same denomination or mixed denominations in amounts less than Standard and Half Standard bags.
- L. Pallet – metal or wood platform used for storing Coin.
- M. Priority Business Deposit(SM) – Service where Customer collects commercial customer's deposits at its branch locations for processing by Brink's, and in conjunction with Brink's processing, Customer may provide its customer immediate provisional credit for the Currency and Coin contained in the deposit. Priority Business Deposit Shipments delivered to Brink's will contain Currency and Coin only.
- N. Standard Bag –
  - (i) Standard Bag (Deposit Processing) – a bag received for deposit processing, containing Coin of the same denomination in the following amounts: \$50.00 in pennies; \$200.00 in nickels; \$1,000.00 in dimes; \$1,000.00 in quarters; \$1,000.00 in halves; and \$2,000.00 in dollars to be verified by weight pursuant to the Federal Reserve Bank weight tolerance guidelines.
  - (ii) Standard Bag (Order Processing) – a bag to be prepared or orders by fine counting to contain Coin of the same denomination in the following amounts: \$50.00 in pennies; \$200.00 in nickels; \$1,000.00 in dimes; \$1,000.00 in quarters; \$1,000.00 in halves; and \$2,000.00 in dollars to fulfill loose (unwrapped) coin orders. Standard Box – box containing wrapped Coin of the same denomination in the following amounts: \$25.00 in pennies; \$100.00 in nickels; \$250.00 in dimes; \$500.00 in quarters; \$500.00 in halves; and \$1,000.00 in dollars.
- O. Standard Strap – Currency packaged in the following amounts per denomination: \$100.00 in \$1's; \$200.00 in \$2's; \$500.00 in \$5's; \$1,000.00 in \$10's; \$2,000.00 in \$20's; \$5,000.00 in \$50's and \$10,000.00 in \$100's.

#### 2. TERM

Cash Vault Services shall begin on the Effective Date and shall continue for a term ending on the last day of the calendar month TERM\_PERIOD years following the Effective Date. Thereafter, this Cash Vault Services SOW shall automatically renew for successive one (1) year periods until cancelled by either party on at least sixty (60) days written notice prior to the expiration of the then-current term.



### 3. SCOPE OF SERVICES

A. The Cash Vault Services shall be performed by Brink's as set forth in this SOW in conjunction with the processing guidelines ("Processing Guidelines") customized for Customer. The Processing Guidelines may be changed from time to time as mutually agreed upon by the parties in writing. Depending on the scope of the requested change to the Processing Guidelines or Services, Brink's reserves the right to revise pricing.

#### B. Receipt of Shipments

Brink's agrees to receive, on Business Days, during Brink's regular business hours, at Brink's Facility(ies) performing Cash Vault Services, Currency and Coin Shipments owned by, or consigned to, Customer (i) which are delivered to the Facilities by other armored carriers; and/or (ii) which Brink's has collected pursuant to an Armored Transportation SOW with Customer or a Mutual Customer. For Shipments containing Currency, Coin, or Checks from the previous Business Day, the Shipment must be received by Brink's by no later than 10:00 AM local time. Brink's will not process Contaminated Currency, Mutilated Currency, or Foreign Currency. In the event that Brink's receives Contaminated Currency, Mutilated Currency, or Foreign Currency, Brink's will return such Currency to the originator of the Shipment.

#### C. Processing and Verification of Currency Shipments

- (i) Upon receipt of a Shipment at a Facility before 2:00 PM local time, Brink's will, on the same Business Day the Shipment is received, break any seal on the Shipment, and process the contents or in the alternative, provide provisional credit (pending verification of the Currency and Coin) pursuant to Brink's Processing Guidelines.
- (ii) Not later than the second (2nd) Business Day following the receipt of a Shipment, Brink's will verify the contents of the Shipment, if it has not previously done so, by breaking the seal on the Shipment, removing the contents thereof and processing the Shipment as follows. All Currency received from Customer's branches or correspondent banks will be strap counted only, unless otherwise mutually agreed upon. All other deposits will be piece counted by denomination. Brink's will consolidate Currency into Standard Straps to be held in Customer's inventory or for packaging to designated consignees.
- (iii) If there is any variance between Brink's verification count of a Shipment and the dollar amount of such Shipment as stated on the deposit ticket, content report, general ledger ticket, or other document, Brink's shall identify such variance and follow mutually agreed upon procedures for reporting such variance to Customer.
- (iv) Currency deposits shall not include more than \$5.00 in loose Coin. In the event more than \$5.00 in loose Coin is received, the deposit will be adjusted for the declared amount of Coin. A separate deposit ticket will be created for the loose Coin and credit will be passed once the Coin is verified.
- (v) Bulk Coin (Coin received in Standard, Half Standard, Non-Standard Bags) must be on a separate deposit ticket. If bulk Coin is listed on deposit ticket with the currency, an adjustment will be made for the declared amount of the Coin.
- (vi) If Brink's detects any counterfeit notes while piece counting Customer's Currency, Brink's will cull same from the Shipment, and reduce the value of the Shipment in an amount equivalent to the amount on the counterfeit note(s). Brink's will also turn any such counterfeit notes over to the proper federal authorities. Brink's shall not be responsible for or pay any shortage claim which may be made by Customer or its consignee in the event a counterfeit note(s) is discovered in any Shipment after the Currency was processed by Brink's, notwithstanding any method or equipment as may have been used by Brink's to attempt to detect counterfeit notes in the Shipment. The Customer will pay for all costs related to shipping the Counterfeit Currency to the Secret Service by providing a UPS/Fed Ex account number for the shipping the Counterfeit Currency to the U.S. Secret Service.

#### D. Priority Business Deposit Services<sup>(SM)</sup> YES NO

Customer must receive armored transportation services under a Brink's Armored Transportation Services Statement of Work for Priority Business Deposit Shipments. Customer agrees to follow mutually agreed upon procedures for Priority Business Deposit Services<sup>(SM)</sup>.

#### E. Coin Service

- (i) Verify loose (unwrapped) Coin by weighing the sealed Standard Bags.
- (ii) Verify the loose Coin by breaking the seals on Non-Standard Bags/Half Standard Bags, sorting (if applicable), and piece counting the contents. All Non-Standard Bags containing dollar Coins will be verified by piece counting.
- (iii) Bulk Coin will not be credited until it has been verified. Verification will occur within two business days of receipt.

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- (iv) Break the seals on Standard and/or Half Standard Bags (if applicable), wrap the Coin and package the wrapped Coin in sealed Standard Boxes.
- (v) Create verified Standard or Half Standard Bags of loose (unwrapped) Coin for orders.
- (vi) Remove the wrappers from any previously wrapped Coin contained in any Standard Bag or Non-Standard bag, count the Coin, rewrap and package the Coin in sealed Standard Boxes.

All Shipments of loose Coin received by Brink's for processing shall be packaged in Standard Bags and/or Half Standard Bags, Non-Standard Bags, containers utilized by the U.S. Mint or Federal Reserve Bank, or other containers as mutually agreed upon by the parties. Credit for Coin deposits will be passed upon verification.

#### F. Maintain Inventory

##### (i) Currency

- (a) Brink's shall maintain an inventory of Currency (and, if applicable, any Shipments of Currency awaiting verification by Brink's) in Brink's vault at Brink's Facility(ies) specified in Exhibit A, until instructed by Customer to prepare Shipments for delivery by Brink's or for pick up by another carrier.
- (b) All processed Currency will be held in inventory at the Facility(ies). Brink's will maintain Customer's inventory of Currency identifiable as Customer's Currency and segregated from any property of Brink's or other customers of Brink's.
- (c) If at any time Customer's currency inventory exceeds the levels specified on Exhibit A, Customer will either arrange for pick up/shipment of the excess inventory or enter into a mutually agreed revision to Exhibit A specifying the additional inventory level and Rates. If Exhibit A is not so revised and Customer does not arrange for pick up/shipment of the excess inventory, then Brink's may charge Customer the excess inventory rates set forth therein.

##### (ii) Coin

- (a) If indicated above, Brink's will maintain the inventory of Pallets, Bins or Bags of Coin at Brink's Facilities at the levels and locations specified in Exhibit A, until instructed by Customer to prepare Coin Shipments for delivery by Brink's or for pick up by another carrier.
- (b) If at any time Customer's inventory exceeds the levels specified on Exhibit A, the applicable excess inventory fees will be applied. For all purposes, a partially loaded container will be charged as a full container if other invoiced containers of the same denomination are fully loaded. Nothing in this paragraph will operate to increase the Maximum Liability Amount unless Customer complies with the provisions of Section 4.E. below.

#### G. Records

Brink's shall maintain records of the Currency processed and/or stored both as to denomination and total valuation, also indicating the Currency and Coin received and prepared for delivery ("Records"). All such Records will be provided to Customer monthly or made available to Customer via online reporting. Customer shall notify Brink's of any disagreement with the Records within thirty (30) days after receipt or posting of the Records, whichever is applicable, or Customer will be deemed to have accepted the accuracy of such Records.

#### H. Outgoing Shipment Preparation

- (i) Upon instructions from Customer, Brink's shall prepare, in accordance with the denomination specifications furnished by Customer, sealed Shipments of Standard Straps of Currency and/or Standard Boxes of wrapped Coin and/or sealed Shipments of Standard Bags or Half Standard Bags of loose Coin (as applicable to the Services specified above to be performed by Brink's). Customer will provide, at its expense metal Pallets and/or other containers required by any recipient designated by Customer. Brink's will make reasonable efforts to fill such orders on a first in/first out basis. The deadline for Change Orders to be released same day will be 11:00 AM local time.
- (ii) Each sealed Currency and/or Coin Shipment will be released by Brink's after 4:00 PM local time to Customer's designated carrier. Transportation to be provided by Brink's will be provided pursuant to the terms of a separate Armored Transportation SOW. Arrangements for transportation of proof tickets, cash letters, miscellaneous financial instruments and other documents between a Facility and Customer's proof department locations shall be the responsibility of Customer. If Customer designates a carrier other than Brink's for transportation of the Shipment, Brink's liability for any Currency Shipment released to Customer's designated carrier shall terminate upon release of such Shipment to such carrier.
- (iii) All Shipments must be verified by the recipient and in the event of a Loss or discrepancy, a written Notice must be provided to Brink's pursuant to Section VII of the Agreement.

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I. Improper Coins

- (i) If Brink's finds Improper Coins before Brink's has provided Customer credit for the Coins in the Records, Brink's shall segregate the Improper Coins and either transport them (pursuant to a Armored Transportation SOW) to a purchaser designated by Customer or prepare them for pick up by another carrier designated by Customer for the benefit of Customer. If Customer does not arrange for either transport or pick up of Improper Coins, then Brink's shall become the owner of the Improper Coins thirty (30) days after Brink's receipt of the Improper Coins.
- (ii) If Brink's finds Improper Coins after providing Customer credit for the Coins in the Records, will charge the difference back to the Customer. Brink's shall be the owner of the Improper Coins.
- (iii) In the event Brink's determines in its sole discretion that Customer has an excessive amount of Improper Coins, Brink's will inform Customer. If after thirty (30) days Brink's continues to find an excessive amount of Improper Coins, Brink's shall at its option have the right to terminate Services under this SOW.

**4. BRINK'S LIABILITY**

- A. Subject to the terms of the Agreement, BRINK'S MAXIMUM LIABILITY AMOUNT FOR THE SERVICES UNDER THIS CASH VAULT SOW SHALL BE LISTED IN EXHIBIT A.
- B. In the event there is a shortage in excess of \$1,000.00 for Currency, \$100.00 for Coin, or frequent recurring minor shortages relating to Brink's count of any Currency or Coin, the parties shall fully cooperate in conducting an investigation. To the extent reasonably possible, shortages and overages shall be resolved by the findings of such investigation. Each party agrees to inform the other party promptly in the event it discovers a shortage or overage.
- C. For Currency and/or Coin contained in a Shipment consigned to Customer by a Mutual Customer, Customer will only assert a claim for a Loss for such Currency and/or Coin if Customer has issued non-provisional credit to the Mutual Customer's account for the value of the Shipment.
- D. Brink's shall not be liable for any difference in count of the actual number of individual bills in a Standard Strap of Currency which Brink's verifies by strap count, and, in handling any Shipment of Currency and/or Coin, Brink's strap count or piece count, as applicable, shall be binding and conclusive for all purposes.
- E. If Customer requests that Brink's store an amount over the Maximum Liability Amount ("Excess Liability"), the Maximum Liability Amount will be increased if: (i) mutually agreed in a written amendment signed by the parties prior to Brink's receiving the Excess Liability; and (ii) Customer is able to show that prior to the Loss, Customer paid to Brink's the additional charges associated with storing the Excess Liability.

**5. RATES**

- A. Customer agrees to pay the Rates for the Cash Vault Services as described in Exhibit A. These Rates are based on the agreed upon processing standards. For any new service, or requested process changes outside of the agreed upon Processing Guidelines, Brinks reserves the right to revise the Rates.
- B. The Rates set forth on Exhibit A are based on the initial volume projections provided by Customer. In the event that the volume is reduced by more than 30%, Brinks reserves the right to revise processing rates.

**6. ADDITIONAL TERMS AND CONDITIONS**

- A. Customer shall provide supplies, including but not limited to bags, tags, seals and forms, required for the performance of the Cash Vault Services to be provided hereunder.
- B. Brink's agrees to furnish all Coin wrapping supplies, Coin boxes, and Coin box seals that are essential in performing Coin Services under this Cash Vault SOW.
- C. Any changes to the Facilities providing Cash Vault Services listed in Exhibit A may be revised by mutual agreement by the parties and documented in a written amendment to this Cash Vault SOW.
- D. For new incremental business, Customer shall provide written notice and a lead time of thirty (30) days from notification until implementation is required unless otherwise mutually agreed upon.



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**AGREED AND ACCEPTED:**

**"CUSTOMER":**

**"BRINK'S":**

**PARTY\_NAME**

**Brink's U.S., a Division of Brink's, Incorporated**

By: \_\_\_\_\_  
(Authorized Representative)

By: \_\_\_\_\_  
(Authorized Representative)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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**Exhibit A TO THE CASH VAULT SOW**  
Cash Vault Rates

**AGREEMENT NO. PARTY\_NUMBER SOW # CONTRACT\_NUMBER**

This Exhibit A to the Cash Vault SOW between Brink's and Customer sets forth the Cash Vault Rates and Facility (ies) for the Cash Vault Services to be performed by Brink's and is entered into as of \_\_\_\_\_ (the "Effective Date"). This Exhibit A and the Cash Vault SOW are Attachments to the Services Agreement by and between Customer and Brink's, dated \_\_\_\_\_ (the "Agreement") and: (i) are incorporated by reference into the Agreement, (ii) apply only to the Cash Vault Services and not to products or services covered by any other SOW or Attachment under the Agreement, and (iii) amend and supplement the terms of the Agreement as set forth herein. Capitalized terms not defined herein shall have the same meaning as set forth in the Agreement.

1. CASH VAULT SERVICES AND RATES – STANDARD

**NAME**

SERVICE	FEE	UNIT
	\$	

Security Surcharge – In addition to the foregoing Cash Vault Rates, if any, Customer shall pay a surcharge equal to 5.00% of the monthly invoice for Cash Vault Services.

2. CASH VAULT INVENTORY

Price List	Service Branch	Max Liability Amount of Currency per Facility per Day	Max Liability of Amount of Coin Per Facility per Day
		\$	\$

This Exhibit is entered into as of \_\_\_\_\_ (the "Effective Date").

**"CUSTOMER":**

**"BRINK'S":**

**PARTY\_NAME**

**Brink's U.S., a Division of Brink's, Incorporated**

By: \_\_\_\_\_  
(Customer Signature)

By: \_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



**EXHIBIT B  
CASH VAULT SOW  
CHECK IMAGING SERVICES**

**AGREEMENT NO. PARTY\_NUMBER SOW # CONTRACT\_NUMBER**

This Exhibit B to the Cash Vault SOW, entered into as of \_\_\_\_\_ by and between Brink's U.S., a Division of Brink's, Incorporated ("Brink's") and PARTY\_NAME ("Customer"), sets forth the terms for Check Imaging Services to be performed by Brink's. This Exhibit B and the Cash Vault SOW are Attachments to the Services Agreement by and between Customer and Brink's dated \_\_\_\_\_ (the "Agreement") and: (i) are incorporated by reference into the Agreement, (ii) apply only to the Check Imaging and related Services and not to products or services covered by any other SOW or Attachment under the Agreement, and (iii) amend and supplement the terms of the Cash Vault SOW and the Agreement as set forth herein. Capitalized terms not defined herein shall have the same meaning as set forth in the Agreement.

**1. DEFINITIONS**

- A. Cash In Ticket - any document provided by the Customer, which must be vault-specific and MICR-encoded, upon which Brink's will indicate the cash amount of a Mixed Deposit and/or Cash Only Deposit.
- B. Check – a paper instrument drawn on a United States financial institution that is (i) a draft payable on demand, or (ii) a cashier's check or teller's check.
- C. Check Deposit Adjustment - any adjustment to a Customer deposit that does not balance with the total deposit amount as indicated on the Deposit Slip contained with the Customer's deposit.
- D. Check Only Deposit - a Shipment received by Brink's containing only Checks.
- E. Check Research and Document Retrieval - research and document retrieval activities when Brink's is requested to retrieve an original physical Item from storage and provide the physical Item to Customer.
- F. Deposit Slip - The paper ticket provided by the Customer upon which is MICR-encoded the Customer's bank account number and a unique Routing Number that identifies the Deposit Slip as a credit.
- G. Digitized Image:  
A clear and accurate representation of the front and back of the imaged Item that contains, in the manner and to the extent included on the Item:
  - (i) The amount of the Item
  - (ii) The payee
  - (iii) The drawer's signature
  - (iv) The date of the Item
  - (v) Pre-printed paying bank information
  - (vi) Endorsements applied to the back of the Item
  - (vii) MICR line
  - (viii) Routing transit number
  - (ix) Account number
  - (x) Amount of the Item
  - (xi) Serial number
  - (xii) Process control code (Tran code)
  - (xiii) External process code (Position 44)

Image quality shall meet the standards of the American National Standards Institute (ANSI) and the Board of Governors of the Federal Reserve System

- H. General Ledger Ticket – any document created by the Brink's teller to replace ineligible or non-imagable items in the a Deposit
- I. Item - a Deposit Slip, Check, Cash In Ticket, General Ledger Ticket or other paper transactions included in a Shipment received by Brink's from Customer or on behalf of Customer.
- J. Mixed Deposit - a Shipment received by Brink's containing both cash and checks.
- K. Shipment – shall have the meaning set forth in the Agreement and, in addition, will include multiple Cash Only Deposits, Mixed Deposits and/or Check Only Deposits.
- L. Cash Only Deposit - A deposit that contains only cash and a single deposit ticket. Checks and coins are not included.
- M. MICR Ticket – a system generated, MICR encoded document that is manually inserted into (i) a deposit containing an out of balance cash condition or (ii) a Branch/Commercial Order requiring a General Ledger ticket.

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**2. SERVICES**

In addition to the other Cash Vault Services specified in the Cash Vault SOW, Brink's will process Deposits that are delivered to a Brink's Facility either by Brink's and/or another carrier. Brink's will verify the deposits against corresponding Deposit Slips. Brink's shall then create a Digitized Image of each Check, Deposit Slip and forms of General Ledger documentation specified by Customer. Brink's will transmit an electronic file of the images to Customer. Services will be conducted at the Brink's Facility(ies) as mutually agreed to by the parties. Brink's will provide a Fully-Balanced File as set forth below.

- A. Scanning of the following Items:
  - 1. Deposit Slips
  - 2. Checks
  - 3. Cash In Tickets
  - 4. General Ledger Tickets
  - 5. MICR Tickets
- B. Rejection of the following Customer Items:
  - 1. Non-Customer Deposit Slips and related Items
  - 2. Items ineligible for image Services, include, but are not limited to, foreign items (non-US RT number), United States Savings Bonds, and United States Federal Tax Payment Coupons
  - 3. Poor image quality
- C. Validating Image Quality and accurate dollar amounts of the following Items
  - 1. Deposit Slips
  - 2. Checks
  - 3. General Ledger Tickets (suspense items, replacement for non-imagable or ineligible Items)
  - 4. Cash In Tickets
  - 5. MICR Tickets
- D. Virtual Adjustments handling
  - 1. Insert credit adjustments
    - i. Add teller selectable reason code
    - ii. Add teller created text comments
  - 2. Insert debit adjustments
    - i. Add teller selectable reason code
    - ii. Add teller created text comments
  - 3. Applying the appropriate adjustment RT based on the deposit slip RT mapping for each adjustment greater than an amount as may be set forth in mutually agreed upon operating procedures.
  - 4. Applying the appropriate charge off RT and account number for each adjustment less than or equal to an amount as may be set forth in mutually agreed upon operating procedures.
- E. Delivering image files.
  - 1. If applicable, the files will contain the following types of transaction items (images and MICR data):
    - i. Deposit Slips
    - ii. Checks
    - iii. Cash In Tickets
    - iv. Cash Out Tickets
    - v. Check Deposit Adjustments
    - vi. General Ledger Tickets
    - vii. MICR Tickets
  - 2. The format, timing, and delivery method of the electronic files shall be determined by mutual agreement prior to the provision of Services under this Exhibit B.
- F. Receiving and validating receipt acknowledgement files.
- G. Secure Storage and Destruction of original paper Items.
  - 1. Brink's will securely store the original paper Items for a period of not less than thirty (30) days from the date the Items were received and scanned by Brink's ("Retention Period").
  - 2. At the expiration of the Retention Period, Brink's will destroy the paper Items in compliance with applicable law.

**3. RATES:**

- A. Customer agrees to pay the Rates for the Check Imaging Services as described below.

Check Imaging Services	Standard Rate
Imaging (per item)	\$
Image Deposit Adjustment (per occurrence)	\$

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General Ledger Suspense Ticket (non-imagable items)	\$
Items requiring manual keying (non-imagable item)	\$
Research and Document Retrieval (per occurrence)	\$
Check retention beyond 30 days (per item > 30-days, per 30-day period)	\$
Imaged Item Minimum: Total invoice amount for Image Services shall be the greater of the actual calculated charges or \$500.00	\$

- B. Once the X9.37 file format is completed and Services commence under this Exhibit B, any Customer requested changes such as changes to the file format, its timing, or delivery method may accrue additional development charges, and will need to be mutually agreed upon by the parties before such modifications are made. Some examples of Customer requested changes are listed below.

Request Area	Type	Service Description
New Implementation	Create New Image Institution	Brink's Standard X9.37 Image File (One Time and development charges quoted for customizations) Create new institution to receive work for the new customer. Create new output profiles to generate x9.37 delivery to the customer. Add new monitor alerts and reporting. Add additional outputs as specified by the PIQ (requirements gathering document).
Adjustment File	New Standard Adjustment File – Existing Client	Add creation of the standard Adjustment File to the nightly processing for institution.  Included in initial set-up of standard X9, but if requested at a later time, fees will be applied.
Adjustment File	Alter Existing Adjustment File	Alter existing Adjustment file from standard configuration to a custom configuration.
Direct Branch	Remove an adjustment	Remove reason code from the current list of available adjustment reason codes, making it unavailable to Brinks operators while balancing using Direct Branch.
Direct Branch	Create/Add an adjustment	Create new reason code and add to existing list of available adjustment reason codes, making it available to Brinks operators while balancing using Direct Branch.
Direct Branch	Remove Virtual Item	Virtual Item removed from institution's processing logic.
Direct Branch	Create/Add Virtual Item	Create new Virtual Item for institution's processing logic.
File Transfer	Change File Destination or Transfer Method	Create a new file transmission, or alter an existing one through a current delivery channel.
File Transfer	Release Time/Frequency	Alter the quantity or timing of releases related to delivery of electronic data files from Third Party to desired landing zone.
General Testing	General Testing	Any testing that is requested by the institution, which may be the result of a special request.
Sort Pattern	Parms/Sort Pattern Changes	Sort Pattern changes can range from altering the behavior of a particular item to changing the process used to determine acceptable items. Depends very strongly on the specification delivered at the time of the request.
Sort Pattern	Add Sundry Adjustments	Addition of new Sundry accounts to be used by Brinks to balance work captured.
Sort Pattern	Add RT's to Sort Pattern	Add new control documents to the sort pattern definitions. In most cases - allows for more items to be marked as Credits for balancing.
Vault Change	New Image Vault	Establish new Brink's vault and add to existing X9.
X9 File	Change X9 File Name	Alter an outgoing x9.37 delivery file name as directed.

\*\*Estimated Fees are subject to change without notice.



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**4. SOFTWARE INTERFACE:**

Customer acknowledges that Brink's will be using a third party to provide imaging software and certain data consolidation and transmission services.

**5. LIMIT OF LIABILITY:**

Brink's liability under this Exhibit B for all damages, claims and expenses for which Customer becomes liable under the Check 21 Act (including interest and expenses, which shall include costs and reasonable attorney's fees and other expenses of representation, as defined in the Check 21 Act) arising out of or related to Brink's negligence and/or willful misconduct in providing or performing the Check Imaging Services hereunder shall in no event exceed \$500,000.00.

Brink's shall not be liable for any damages, claims and expenses, arising from processing checks, that are caused by the acts or omissions of Customer, or by the malfunction or defects of scanners or software, provided that such malfunction or defect is not due to failure by Brink's to use or maintain the scanners or software according to the manufacturer's instructions.

**"CUSTOMER":**

**"BRINK'S":**

**PARTY\_NAME**

**Brink's U.S., a Division of Brink's, Incorporated**

By: \_\_\_\_\_  
(Customer Signature)

By: \_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



## EXHIBIT I TO CASH VAULT SERVICES SOW FOR 24SEVEN SERVICES

AGREEMENT NO. PARTY\_NUMBER SOW # CONTRACT\_NUMBER

This Exhibit I to the Cash Vault Services SOW between Brink's and Customer sets forth the terms for Brink's 24Seven Service to be performed by Brink's and is entered into as of \_\_\_\_\_ (the "Effective Date"). This Exhibit and the Cash Vault Services SOW are Attachments to the Services Agreement by and between Customer and Brink's dated \_\_\_\_\_, (the "Agreement") and: (i) are incorporated by reference into the Agreement, (ii) apply only to the Cash Vault Services and not to products or services covered by any other SOW or Attachment under the Agreement, and (iii) amend and supplement the terms of the Agreement as set forth herein. Capitalized terms not defined herein shall have the same meaning as set forth in the Agreement.

### 1. DEFINITIONS

- a) **Bank** – Customer's financial institution.
- b) **24Seven Bag** - clear, tamper-evident bag provided by Brink's (or alternatively, approved by Brink's in advance) in which Property is to be placed and Distinctively and Securely Sealed by Customer pursuant to receiving 24Seven Services.
- c) **24Seven Service** - a service through which Brink's will process Property received at a Brink's Facility in an 24Seven Bag as provided herein.
- d) **24Seven Ticket** – an 24Seven deposit slip created by Customer on Brink's 24Seven on line system, printed and placed into the 24Seven Bag by Customer.
- e) **Shipment** – for purposes of this Exhibit, Shipment shall mean one or more 24Seven Bags Property collected or received by Brink's in one place at any one time.

### 2. TERM:

This Exhibit shall continue in effect for the time specified in the Cash Vault Services SOW. Notwithstanding anything to the contrary in the Agreement, Customer understands that the Services under this Exhibit may be terminated by Brink's pursuant to Customer's Bank request at any time, and, any deposits received by Brink's from Customer will be subject to the Agreement and Cash Vault Services SOW without giving effect to this Exhibit.

### 3. SERVICES:

Customer represents and warrants that it has entered into an agreement with its Bank whereby its Bank has agreed to receive information made available by Brink's related to 24Seven Services for Customer. Customer consents to Brink's providing such information to Bank through the term of this Exhibit. Following receipt of an 24Seven Shipment from Customer, Brink's will make available applicable information related to the said to contain amount from the 24Seven Ticket contained in an 24Seven Bag to the Bank. Upon receipt of such information by the Bank, Customer understands that the Bank may provide, at the Bank's sole discretion, provisional credit for any or all of the amount said to be contained in the 24Seven Bag received by Brink's. Not later than the second Business Day following the receipt of a Shipment, Brink's will verify the contents of the Shipment. If Brink's identifies any counterfeit currency in an 24Seven Shipment or if there is any variance between Brink's verification count of a Shipment and the amount of such Shipment as stated on the 24Seven ticket and reported to the Bank, Brink's shall identify such variance and make available such information to Customer's Bank for any applicable adjustments. Brink's count of the Property contained in an 24Seven Shipment shall be

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binding and conclusive for all purposes.

**4. RATES:**

Customer agrees to pay the Rates for the 24Seven Services as described in the attached Exhibit A Rate Schedule.

**5. LIMIT OF LIABILITY:**

Brink's Maximum Liability Amount per 24Seven Shipment received shall be \$TVAL Customer understands and agrees that Brink's makes no representations or warranties and assumes no liability whatsoever related to the Bank's provision of credit to the Customer for amounts said to be contained in an 24Seven Shipment received by Brink's except as provided herein.

**"CUSTOMER":**

PARTY\_NAME

By: \_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**"BRINK'S":**

Brink's U.S., a Division of  
Brink's, Incorporated

By: \_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_