

**Pre-Approved Amendment to Services Agreement**

This form has been developed for use by Brink’s salespeople to negotiate certain provisions of the Services Agreement in a more efficient manner with limited Legal Department engagement. There are certain provisions that can be negotiated and amended directly by Brink’s salespeople provided that they are approved by the applicable Sales Director (who shall be responsible for informing the Legal Department of the changes being made and obtaining Finance Department approval as needed). Ideally, the salesperson will not agree to all of these revisions for every customer, but rather will take an individualized approached based on the circumstances. The Pre- Approved Amendment must be signed by a Director or higher.

**SECTION IV: CHARGES AND PAYMENT**

 INVOICE DUE DATE – Section IV.A discusses the time period for payment of invoices.

Salespeople may agree to increase the time to pay invoices to forty-five (45) days;

**provided, that the right to increase rates due to a change in economic conditions remains unchanged.** Section IV.A also discusses Brink’s ability to amend Rates by invoices, letters, or writings and the time period (20 days) a customer is able to reject such changes. Salespeople may agree to increase the time to reject such changes to forty-five (45) days.

 LATE PAYMENT CHARGES - Section IV.B addresses the late payment charge on past due Customer payments. The salesperson may negotiate this rate down to 1.0%.

 ANNUAL RATE INCREASE DATE – Section IV.C establishes January 1st as the date when Brink’s may increase rates. If the anniversary date of the Agreement is on or after July 1st, the salesperson may agree to change the rate increase date to match the anniversary date of the Services Agreement.

 ANNUAL RATE INCREASE CAP – Section IV.C gives Brink’s an unlimited right to raise rates each year of the Services Agreement. The salesperson may, in the event a Customer requests a cap on annual rate increases, agree to a cap equal to the greater of (a) the applicable CPI + two percent (2%) or (b) five percent (5%). The applicable CPI should be (i) if the Agreement includes a fuel surcharge, CPI for All Urban Consumers: All Items Less Food and Energy or (ii) if the Agreement does not include a fuel surcharge, CPI for all Urban Consumers.

**Note: Please carefully select the amendment language on page 5 based on whether the fuel surcharge is included in the contract.**

* CHANGE TO SCOPE OF SERVICES – Section IV.D obligates Customer to pay Brink’s for all changes in scope of Services whether requested by Customer in writing or verbally. Salesperson may agree to remove the words “or verbally”.

**SECTION V: BRINK’S LIABILITY; LIMITATIONS; EXCLUSIONS**

 LIABILITY LIMIT FOR CHECK RECONSTRUCTION - Section V.D addresses the liability of Brink’s in the event of a loss of checks. The language of Section V.D establishes a liability limit of $25,000 per Shipment for loss of checks. The salesperson may agree to a higher liability limit per Shipment for loss of checks provided that (a) there is a business justification for the increased liability limit and (b) the increased liability limit does not exceed $50,000.

**SECTION VII: FILING OF CLAIMS; PROOF OF LOSS**

 TIME PERIOD FOR CUSTOMER TO NOTIFY BRINK’S OF A LOSS – Section VII.A establishes the Customer’s obligation to notify Brink’s as soon as practicable upon discovery of a Loss or suspected Loss and provide written Notice of the Loss no more than thirty (30) days after the Property was received into Brink’s possession. The salesperson may agree to extend the written notification period to no more than sixty (60) days after the Property was received into Brink’s possession.

**SECTION VIII: DEFAULT; REMEDIES; TERMINATION**

 TERMINATION BY BRINK’S FOR CUSTOMER NONPAYMENT - Section VIII.B addresses the rights of the parties to terminate the contract in the event of a breach by the other party. The second sentence in this section states that Brink’s is not required to give notice of the breach if it involves non-payment of amounts due from the Customer. The salesperson may agree to provide notice of breach for non-payment, provided that a cure period of no more than ten (10) days is established during which Customer must make full payment (i.e. ten (10) days after notice of non-payment sent by Brink’s).

**SECTION IX: MISCELLANEOUS**

 SUBCONTRACTOR – Section IX.A allows Brink’s to perform services through subcontractors. VP or higher may approve deletion of this provision in its entirety.

**Note: The salesperson must obtain separate approval from VP or higher before agreeing to this removal with Customer.**

* WAIVER OF JURY TRIAL - Section IX.J states that both parties agree to waive trial by jury. The salesperson may agree to delete this provision in its entirety.

 CHOICE OF LAW - Section IX.M provides the state law to be applied to interpretation of the contract. Only if the salesperson’s Manager or higher approves, the salesperson may agree to replace Delaware with another state EXCEPT one of the following: Florida, New York, and Texas.

**Note: The salesperson must obtain separate approval from his or her Manager or higher before agreeing to this change with Customer.**

* TIME PERIOD TO BRING SUIT – Section IX.Q states that Customer must commence legal action against Brink’s for a Loss within twelve (12) months from when Brink’s receives the Property. Salesperson may agree to increase this to twenty-four (24) months from when Brink’s receives the Property.

**SOW SECTION 2: TERM**

 AUTOMATIC RENEWAL - In Section 2 of each Statement of Work (for Armored Transportation Services, ATM Services and Money Processing Services), Brink’s establishes that the SOW will automatically renew on a year-to-year basis after the expiration of the initial term, unless terminated by a party, in writing, sixty (60) days before the renewal date. The salesperson may agree to change the automatic renewal provision so that the SOW(s) renew on a month-to-month basis (instead of year-to-year), and to shorten the notice period for termination to thirty (30) days.

**INSTRUCTIONS FOR USE**

When the changes have been agreed upon and approved by the Regional or Senior Sales Director as applicable (and the Finance and Legal Departments, where indicated), the salesperson can prepare the amendment form (see Brink’s World Legal Page). The 4 fields in the first paragraph must be completed. Use the TAB button to move between fields. The amendments section can be inserted by copying and pasting the applicable amendments from the list of amendment options shown on page 5 of this document. If Section IX.M is being amended the salesperson must select an allowable state and cannot insert Florida, New York or Texas.

Where brackets are included, the salesperson must choose the option listed in one bracket only.

To copy, highlight the provision and hit Ctrl and the C keys simultaneously. To paste the provision move and click the curser in the correct location under Section A of the form and hit Ctrl and V keys simultaneously. The [Insert applicable amendments here] language should be deleted. **DO NOT INCLUDE REVISIONS THAT WERE NOT NEGOTIATED BY THE CUSTOMER.** When the amendment is ready, print out two copies of the form, i.e. only page 4 of this document.

**AMENDMENT TO SERVICES AGREEMENT**

THIS **AMENDMENT TO SERVICES AGREEMENT** ("Amendment"), effective as of [MONTH DAY, YEAR] (“Effective Date”), is attached to and made a part of that certain Services Agreement (No. [CONTRACT NO.]) dated [MONTH DAY, YEAR] (together, the "Agreement”) between Brink’s U.S., a Division of Brink’s, Incorporated (“Brink’s”) and [CUSTOMER NAME] (“Customer”). Capitalized terms not otherwise defined herein shall have the meaning given to such terms in the Agreement.

A. Modification of Terms of the Agreement. The parties agree to amend the Agreement as follows:

**[Insert applicable amendment(s) here.]**

B. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Agreement remain in full force and effect. In the event of any conflict or inconsistency between the provisions of the Agreement and the provisions of this Amendment, the provisions of this Amendment shall control.

"Customer" "Brink’s"

[CUSTOMER NAME] Brink’s U.S.,

A Division of Brink’s, Incorporated

By: By:

Name: Name:

Title: Title:

Date: Date:

**AMENDMENT LANGUAGE**

 Section IV.A is hereby modified and amended by deleting “thirty (30)” and replacing it

with “forty-five (45).”

 Section IV.A is hereby modified and amended by deleting “twenty (20)” and replacing it with “forty-five (45).”

 Section IV.B is hereby modified and amended by deleting “1 ½%” and replacing it with

“one percent (1%).”

 Section IV.C is hereby modified and amended by deleting “January 1 of each year of

the Agreement” and replacing it with “on each anniversary date of this Agreement.”

 Section IV.C is hereby modified and amended by inserting the following after “of this

Agreement”:

“by an amount not to exceed the greater of (a) the annual increase in CPI for All Urban Consumer: All Items Less Food and Energy plus two percent (2%) or (b) five percent (5%).”

 Section IV.C is hereby modified and amended by inserting the following after “of this

Agreement”:

“by an amount not to exceed the greater of (a) the annual increase in CPI for All Urban Consumers plus two percent (2%) or (b) five percent (5%).”

 Section IV.D is hereby modified and amended by deleting “or verbally” at the end of the section.

* Section V.D is hereby modified and amended by deleting each reference to “$25,000” and

replacing it with [“$30,000”][“$35,000”][“$40,000”][$45,000][“$50,000”].

 Section VII.A is hereby modified and amended by deleting the reference to “thirty (30)” and replacing it with [“forty-five (45)”][“sixty (60)”].

 Section VIII.B is hereby modified and amended by deleting “No written Notice is required if the breach is non-payment of amounts due.” and replacing it with the following:

“Notwithstanding the foregoing, if the breach in question is non-payment of amounts due, Brink’s may terminate this Agreement in the event that such breach continues for a period of [“five (5)”][“ten (10)”] days after receipt by Customer of written notice of non-payment.”

 Section IX.A is hereby modified and amended by deleting it in its entirety, and replacing

it with “This section intentionally left blank.”

 Section IX.J is hereby modified and amended by deleting it in its entirety, and replacing

it with “This section intentionally left blank.”

 Section IX.M is hereby modified and amended by deleting “DELAWARE” and replacing

it with [INSERT STATE EXCLUDING FL, NY, AND TX].

 Section IX.Q is hereby modified and amended by deleting “twelve (12)” and replacing it with “twenty-four (24).”

 Section 2 of the [“Armored Transportation Services Statement of Work”][“ATM Services Statement of Work”][“Money Processing Services Statement of Work”] is hereby modified and amended by deleting the second sentence in its entirety and replacing it with the following:

“Thereafter, this Statement of Work shall automatically renew from month to month until cancelled by either party on at least thirty (30) days prior written notice.”