

## MUTUAL CONFIDENTIALITY AGREEMENT

THIS MUTUAL CONFIDENTIALITY AGREEMENT (this “**Agreement**”) is entered into on \_\_\_\_\_, 201\_\_ (“Effective Date”) by and between \_\_\_\_\_ (“**Company**”), a \_\_\_\_\_ corporation having offices at \_\_\_\_\_ and Brink’s U.S., a Division of Brink’s, Incorporated, a Delaware corporation having an office at 555 Dividend Drive, Coppell, TX 75019, and its foreign and domestic subsidiaries and affiliates (collectively, “**Brink’s**”), and is effective as of the date above written following execution of the Agreement by an authorized representative of each party.

Brink’s and Company (collectively, the “**Parties**”) are desirous of entering into discussions for the purpose of evaluating whether a business relationship between Brink’s and Company would be in the Parties’ mutual best interest (the “**Purpose**”). The Parties acknowledge and agree that during the term of this Agreement and in connection with the Purpose, they may disclose to the other certain information that the Disclosing Party desires to protect. Each party agrees to handle the information it receives hereunder in accordance with the following terms and conditions:

1. For purposes of this Agreement, the term "**Confidential Information**" means any and all information concerning one Party (the “**Disclosing Party**”) that is furnished or disclosed to the other Party (the “**Receiving Party**”), either directly or indirectly, during the term of this Agreement in connection with the Purpose including, but not limited to, information regarding the Disclosing Party’s equipment, vehicles, financial status, accounting data and records, employee information, insurance programs, methods of operation (including contracts, software, practices and procedures), customer information including current and prospective customer lists, audit reports, present and future business plans, copyrights and trademarks, products, technologies and other non-public information that if disclosed would give a competitor an economic advantage, all of which the Disclosing Party considers confidential and proprietary. For purposes of this Agreement, any information developed, owned or controlled by the Disclosing Party, or that the Disclosing Party obtains the rights to subsequent to the Effective Date herein, that is disclosed to the Receiving Party during the term of this Agreement in connection with the Purpose shall be considered Confidential Information and be afforded the protection of such as set forth herein. Confidential Information may be disclosed in written or other tangible form (including on magnetic media) or by oral, visual or other means.
2. The Receiving Party agrees that it will not disclose the Disclosing Party’s Confidential Information in whole or in part, to any third party, except with the express written consent of the Disclosing Party, provided that such information will remain subject to the terms of this Agreement. The Receiving Party may only use the Disclosing Party’s Confidential Information for the Purpose and only during the term of this Agreement. A Receiving Party may provide the Disclosing Party’s Confidential Information only to its employees who (a) have a need to know such Confidential Information in connection with the Purpose; and (b) are obligated to protect such Confidential Information as required by the terms of this Agreement. A Receiving Party shall use the same standard of care to protect the Disclosing Party’s Confidential Information as it uses to protect its own confidential information, but in no event less than a reasonable standard of care.
3. If a Receiving Party becomes compelled by law, judicial or administrative process or by governmental authority to disclose the Disclosing Party’s Confidential Information, the Receiving Party will, to the extent permitted by law, provide the Disclosing Party with prompt written notice thereof so that the Disclosing Party may seek a protective order or other remedy the Disclosing Party deems appropriate. If the Disclosing Party is not successful in precluding the requesting legal body from requiring the disclosure of its Confidential Information, the Receiving Party will furnish only that portion of the Disclosing Party’s Confidential Information which is legally required.
4. The following information shall not be deemed Confidential Information and a Receiving Party shall have no obligation hereunder with respect to information which:

- (i) is in the public domain at the time of disclosure or later enters the public domain through no fault of the Receiving Party,
  - (ii) is rightfully received by the Receiving Party from a third party independent of the Disclosing Party without restriction,
  - (iii) was already known by Receiving Party prior to disclosure thereof by the Disclosing Party;
  - (iv) is independently developed by Receiving Party without use of or reference to the Confidential Information; or
  - (v) is disclosed with the written consent of the Disclosing Party.
5. Confidential Information shall at all times remain the property of the Disclosing Party and the Disclosing Party shall retain all rights, title and interest to the Confidential Information. By disclosing Confidential Information or executing this Agreement, the Disclosing Party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right.
  6. NO WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT. ANY INFORMATION EXCHANGED UNDER THIS AGREEMENT IS PROVIDED "AS IS." The Disclosing Party shall not have any liability or responsibility for errors or omissions in, or any decisions made by the Receiving Party in reliance on, any Confidential Information the Disclosing Party disclosed under this Agreement.
  7. Promptly upon the Disclosing Party's request, the Receiving Party shall either return to the Disclosing Party or destroy all copies of the Disclosing Party's Confidential Information and no portion of such Confidential Information shall be retained in any form by the Receiving Party, its employees, agents, affiliates or representatives; provided, however, that Confidential Information may be retained by the Receiving Party to the extent that retention of such Confidential Information is necessary to comply with the Receiving Party's internal document retention or disaster recovery policies aimed at legal, corporate governance or regulatory compliance and any such retained Confidential Information shall remain subject to the disclosure and use restrictions set forth herein, notwithstanding any termination of this Agreement. In the event the Receiving Party elects to destroy, rather than return such Confidential Information, it shall upon request of the Disclosing Party confirm such destruction by a written certificate delivered to the Disclosing Party.
  8. The Parties acknowledge that Confidential Information is unique and valuable, and that any use or disclosure of such Confidential Information in breach of this Agreement may result in irreparable injury to the Disclosing Party for which monetary damages alone would not be an adequate remedy. Therefore, the Parties agree that in the event of any actual or threatened use or disclosure of Confidential Information in breach of this Agreement, the Disclosing Party shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without the necessity of posting a bond. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages.
  9. Notwithstanding anything herein to the contrary, neither Party is under any obligation to (a) disclose to the other any information of any kind whatsoever or to enter into any further agreement with the other, (b) purchase from or provide to the other Party any service or product, or (c) enter into any kind of business relationship with the other Party.
  10. This Agreement shall become effective as of the Effective Date and shall automatically expire one (1) year thereafter, provided, however, that prior to such expiration, either party may terminate this Agreement at any time by written notice to the other. Notwithstanding such expiration or termination, all of the Receiving Party's obligations pursuant to this Agreement shall survive for three (3) years following the expiration or termination with respect to any Confidential Information received prior to such expiration or termination. Notwithstanding the foregoing, in the event a business relationship is entered into by the Parties pursuant to

a definitive agreement, this Agreement will terminate and the protection of Confidential Information will be addressed in such resulting definitive agreement.

11. Notwithstanding anything in this Agreement to the contrary, in no event shall either party, their affiliates or any of their trustees, directors, officers, employees, agents or subcontractors be liable for exemplary, punitive, special, incidental, indirect or consequential damages (including, without limitation, attorneys' fees), loss of business, or lost profits, each of which is hereby excluded by agreement of the parties regardless of whether such damages were foreseeable or whether a party or any entity has been advised of the possibility of such damages.
12. This instrument contains the entire agreement of the Parties relating to the subject matter hereof and there are no agreements, representations or warranties not set forth herein. This Agreement is not a commitment by either party to enter into any transaction or business relationship. No modification of this Agreement shall be valid unless made in writing and signed by the Parties hereto. No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. Neither Party shall assign any of its rights or obligations hereunder, except to an affiliate or successor in interest, without the prior written consent of the other party, which consent shall not be unreasonably withheld.
13. If and to the extent any provision of this Agreement is held invalid or unenforceable at law, such provision will be deemed stricken from the Agreement and the remainder of the Agreement will continue in effect and be valid and enforceable to the fullest extent permitted by law.
14. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, USA (other than Delaware law applicable to conflicts of laws).
15. All notices and other communications hereunder shall be in writing and shall be deemed given: (a) one (1) business day after being delivered to a nationally recognized overnight courier with next day delivery specified; or (b) three (3) business days after being deposited in the United States mail, first class postage prepaid, with return receipt requested. In each case, notice shall be directed to the Parties at the addresses set forth above, or at such other address as a Party may supply by written notice delivered in accordance herewith. In the case of Brink's, all notices should be addressed "Attention: Legal Department."

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Agreement as of the day and year first above written.

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**BRINK'S U.S.,  
A DIVISION OF BRINK'S, INCORPORATED**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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