

BRINK'S COMPUSAFE SERVICE AGREEMENT PLAIN LANGUAGE EXPLANATION

Our form or their form? Brink's standard form contract must serve as the base form of any resulting agreement if the contract is for less than 25 CompuSafe locations. Use of the Brink's standard form is strongly encouraged on ALL transactions because it is tailored to address the unique services that Brink's provides. Use of the Brink's form will speed up review and approval of the agreement.

Changes? All changes to a CompuSafe contract must be appropriately reviewed and approved. The exception to this is that, with RSD approval, sales representatives are allowed to negotiate the approved changes provided on the CompuSafe Amendment form posted on the Legal Department page of the World. Otherwise, no changes are allowed to the Brink's standard form if there are 7 or less locations. For proposed contracts with 8 or more locations but less than 25, Brink's will make one round of changes. Except when the CompuSafe Amendment form is used, changes must have proper approval. If a requested change is a **business decision (e.g., pricing, length of term, termination rights)** the change must be approved, as applicable, by the Product Director, RSD, DM or RVP. Following this review, any changes to our standard Services Agreement must be submitted to the Legal Department **along with** a Contract Review Request Form. You can review the Contract Review Request Form as well as the Contract Review Request Form Overview which describes the Form and how it should be used on the U.S. Legal Department page of the Brink's World intranet site).

AE, BDM and SAM's responsibility: Every sales person should have a basic understanding of each provision in the Brink's standard CompuSafe contract so that s/he can provide a general explanation to the Customer of the terms related to the services. When presented with changes from the Customer, the sales person should discuss each change with the Customer to understand what is intended and if possible provide an explanation as to why the change won't work or is unlikely to be approved. (It should be remembered that the fewer changes there are the faster approval can be achieved.) The Brink's Legal Department is available to assist if a sales person needs further explanation of our standard agreement form.

Summary of our Standard CompuSafe Service Agreement

Introductory paragraph:

Brink's Address – use the address of the branch providing services. If there are multiple branches, use the address where you want the Customer to send notices regarding the agreement.

Customer Name – Use the exact, **full legal name** of the Customer (e.g. "ABC Corporation" or "ABC, Inc." not "ABC") to which we are providing services. You should be careful not to use any condensed or commonly referred to name/form of the Customer's name.

Customer Address – Ask the Customer where they want Brink's to send invoices and legal notices.

Section 1 – DEFINITIONS

- (a) "Content Report" means a receipt generated by the Equipment that lists the "said to contain" value of the contents of the Equipment.
- (b) "Delivery Location" means the locations to which Brink's will deliver Shipments.
- (c) "Documentation" means written materials describing the function and use of the Equipment.
- (d) "Equipment" means the equipment described in Schedule A together with all related software and accessories and the Documentation.

- (e) "Loss" means any theft, loss, damage or destruction of Property.
- (f) "Maximum Liability Amount" means the maximum amount for which Brink's will be liable in the event of a Loss and is set forth in Section 3 of Schedule A. Note that this amount should be equal to or less than the amount that can be contained in the CompuSafe model used.
- (g) "Pick Up Location" means the location where the Equipment is installed listed on Schedule B.
- (h) "Property" means currency, coin and checks placed in the Equipment.
- (i) "Shipment" means one or more sealed containers, including locked and sealed cassettes, of Property that Brink's receives at one time from one Pick Up Location for delivery to one Delivery Location.

Section 2 – SERVICES.

This section describes the different services performed by Brink's. There are three aspects to Brink's responsibilities regarding the service: a) going to a Pick Up Location to pick up the Shipment, including removing the cassettes and the contents of the manual drop; b) replacing the cassettes with empty sealed ones; and c) delivering the Shipment to a Brink's Money Processing Facility where we will process the contents. A Brink's employee or agent will install the Equipment at the Pick Up Location. Brink's services include: delivering change orders; counting and verifying Customer's Property, and comparing it to the value on the Content Report generated by the Equipment; and preparing bundles of currency called "standard straps." Brink's will report variances to Customer within one (1) business day of the processing day. Customer agrees to maintain copies of all Content Reports and end of day reports at the Equipment location for a period of not less than ninety (90) days.

Additional Services: If we are to provide any service in addition to CompuSafe, the terms will be described in an attached Exhibit. (CIT, ATM, and Document Destruction Services all require the use of a separate contract and are not addressed in this summary.)

Section 3 – TERM.

This section states the term of the Agreement. The length of the initial term is 5 years. Brink's rarely agrees to shorten the term of a CompuSafe contract because of the cost associated with each unit of Equipment (i.e. depreciation of the cost of the Equipment over a number of years). After the initial term, the Agreement will continue for additional one-year terms until cancelled by Brink's or the Customer on ninety days' *written* notice prior to the expiration of the current term. The term for each unit of Equipment begins at installation (or on the Agreement date if that is later) and continues until December 31st following five years of the commencement date. (see related section regarding Termination (Sections 19 & 20) below).

Section 4 – FEES.

- (a) Fees for service are set forth in Schedules A and B.
- (b) This section allows us to **increase our rates in two (2) ways**. First, we have the right to increase rates on January 1st of each year of the Agreement, and, second, upon written notice at any time due to economic conditions that increase our operating costs. Customers often ask for fixed pricing during the term of the contract. This is a business decision and you will need to discuss this request in relation to BOTH of Brink's rights to increase rates. For example, Brink's might give up the right to make annual increases but retain the right to make increases if costs increase. *
- (c) This section protects Brink's in the event that a Customer fails to pay its bills in full and on time by holding the Customer responsible for interest and all costs incurred by Brink's for collecting those amounts. If payment of any invoice is not received within 30 days from the invoice date, Brink's has the right to charge interest of 1½% per month on the past due amounts. The language about the Customer not being required to pay late charges greater than allowed by law is because some states have statutes that do not allow interest to be set higher than a certain amount per year. 1½% per month equals 18% per year, so if the state we are providing the service in has a lower maximum interest rate, that rate will apply. Customers

often ask to: (1) delete the interest charges; (2) provide an exclusion to interest rate charges for amounts disputed in good faith. You should consider the Customer's ability to pay on time before addressing deleting the interest rate, or, alternatively reducing it (e.g., 1% or .5%). *

This section also provides a right to offset, which allows Brink's to "retain as a credit and to offset against any...Unpaid Obligations" (defined in this Section) on a dollar for dollar basis only, any Property which Brink's has in its possession under the Agreement. Any decision to offset must be made by a Regional Vice President or above and should be undertaken only in compliance with applicable procedures for offsetting. We cannot hold more Property than the amount equivalent to the unpaid bill. Customers often request that the right to offset be deleted. Remember, this is only an issue if the Customer fails to pay their invoices. This right is often the key to Brink's ability to collect on invoices. *

- (d) Except as stated in Schedule C relating to daily credit (or applicable agreement directly with the bank providing daily credit), we require that the Customer pledge and assigns to Brink's all Property which comes into Brink's possession as collateral to secure Customer's obligations under the contract and authorizes Brink's to take all actions necessary to protect and perfect its lien in Property (including filing of UCC-1 statements).

Section 5 – EQUIPMENT DELIVERY, INSTALLATION, USE AND LOCATION.

This section sets forth the detailed terms related to delivery and installation of the Equipment. It is important that the Equipment is installed in a secure area where Brink's will be able to access it to provide the services. Note that the secure area is significant as it related to our "guarantee" in Section 14(a). The Customer must pay for shipping and installation of the Equipment (the price is on Schedule A), and if applicable, the preparation of the installation site. Schedule B does not and should not specify a specific date when the installation will occur. The Customer cannot move or remove the Equipment without Brink's prior written consent.

Section 6 – EQUIPMENT ACCESS.

This section addresses issues related to accessing the Equipment. The Equipment can only be opened if both a Brink's employee and Customer employee are present. The Customer's employee must stay while Brink's removes the cassettes from the Equipment. The Customer's employee must empty the items from the manual drop slot and place them in a sealed container. It is important to note that it is the Customer's responsibility to ensure that seal number on the container matches the number on the Content Report.

This section also requires the Customer to give Brink's immediate access to the Equipment or Brink's will either leave the location or wait (for a reasonable time) and charge for the excess premise time.

Section 7 – EQUIPMENT REPAIR.

This section states that Brink's will repair the Equipment and cover the cost related to such repairs. However, Brink's will not cover the cost of repair if it was caused by: (i) abuse and/or vandalism of the Equipment by Customer's employees or agents, or third parties; (ii) incorrect or insufficient training on Equipment use by Customer of its employees or agents; (iii) use of the Equipment contrary to the instructions provided; or (iv) events beyond Brink's control such as, without limitation, lightning, earthquake, fire, riot, civil unrest, authority of law, or water damage. Customers often request that we strike Section 7(a)(iv). It is important to remind the Customer that they are best positioned to prevent damage to the Equipment. The obligation to repair the Equipment is our only obligation in the event of such damage. Brink's makes no other promises related to the Equipment.

Repairs: Please note, while the Equipment is opened for repair, the Customer is responsible for all property contained in the Equipment except for the contents of the Equipment's cassettes.

Section 8 – UNAUTHORIZED EQUIPMENT ACCESS AND ALTERATIONS

This section requires that the Customer get Brink's written consent before making any alterations to the Equipment or permitting a third party to service the Equipment.

Section 10 – EQUIPMENT TITLE, OWNERSHIP AND LIENS.

This section sets forth further Customer's obligations with respect to the Equipment. The Customer does not have a right or title to the Equipment, and therefore, the Customer does not have any rights to transfer or assign to a third party. It is the Customer's responsibility to keep Brink's interest in the Equipment free and clear of all

encumbrances that may interfere with Brink's ownership of the Equipment (e.g., liens). The section also states that the Customer will indemnify Brink's from all claims against the Customer resulting from the possession or use of the Equipment. Customers will often try to strike this indemnity, but it must remain in the contract. For example, Brink's should not be responsible for injuries incurred from an individual tripping over the Equipment.

Section 11 – RISK OF LOSS OF EQUIPMENT.

This section sets forth the Customer's responsibility for the Equipment. From the time of delivery to the Customer until it is returned to Brink's possession, the entire risk of loss, damage, theft, or destruction of the Equipment belongs to the Customer (see related provision under Section 13 requiring the Customer to maintain insurance). If the Equipment is lost, stolen, destroyed or irreparably damaged, the Customer must notify Brink's and pay the applicable Stipulated Loss Value of such Equipment. After payment, the Customer can elect to terminate the remainder of the Equipment Term.

Section 12 – BRINK'S INSURANCE.

This section states that Brink's maintains insurance on its own behalf. Brink's insurance does not insure the Customer's Property per se, but insures Brink's for the liability Brink's expressly undertakes in the Agreement for a Loss of Property. It is always a good idea to deliver specimen copies of our insurance certificates to the Customer that evidence our insurance coverage as soon as it is appropriate. Customers often request to be included as an "additional insured" on an insurance certificate and/or for including indemnification language. These issues require extensive involvement by the Legal Department and the Risk Management (Insurance) Department and should be forwarded to Legal for review.

Section 13 – CUSTOMER INSURANCE; LIABILITY LIMITATION.

This section requires the Customer to maintain certain types of insurance. Customer will not be liable for certain types of indirect damages such as "consequential damages" or "punitive damages".

Section 14 – BRINK'S LIABILITY LIMITATIONS AND EXCLUSIONS.

- (a) This section contains a *limited* guarantee related to the currency accepted into the Equipment bill acceptor. It is limited in a number of ways and conditioned upon several assumptions: (1) it applies only to counterfeit currency (except as set forth in (2) below) or external theft by a third party; (2) does not apply to losses arising from internal theft, fraud or an ongoing pattern of counterfeit currency deposited; (3) does not cover any declared values for deposits into the Equipment's manual drop; (4) the Equipment must be installed to a concrete subfloor; and (5) the Customer must employ all reasonable security measures (i.e., providing a monitored alarm system at the location).
- (b) This subsection sets forth the time of Brink's liability for the Property. Brink's liability begins when Brink's opens the Equipment, and terminates when the Shipment has been delivered to the applicable Delivery Location.
- (c) This section limits Brink's liability to the actual amount of the Loss, up to the Maximum Liability Amount. The Customer needs to provide Brink's with evidence of the actual amount of the Loss.
- (d) This section deals with Brink's liability in the event of loss of check or other financial instruments. Always inquire as to whether we will be handling/transporting checks or other negotiable instruments. Brink's liability for checks or other financial instruments is limited to reconstruction or replacement costs only. However, for checks that cannot be identified, Brink's accepts liability for their face value except for those that cannot be collected on at the time of the Loss. Customer agrees to perform identification and replacement efforts in the collection of the checks and/or financial instruments for which Brink's pays face value and to reimburse Brink's for all amounts that are recovered as a result of any reconstruction efforts. In any event, the limit on Brink's liability is up to the Maximum Liability Amount. When negotiating the Agreement, you should determine if the Customer has the ability to reconstruct. Remember that if the Customer cannot reconstruct and we need to handle checks as cash, you should adjust your pricing accordingly.
- (e) The first sentence excuses Brink's from providing Services if we encounter problems beyond our control that prevent us from performing. This clause allows Brink's to suspend performance or not perform during these events. Most of these events are natural disaster type occurrences, but we also include strikes, lockouts and other labor disturbances. However if the disturbance causes a Loss, Brink's will be liable up to the Maximum Liability Amount.

- (f) Brink's will NOT be responsible for LOSS or PERFORMANCE OF SERVICES for an event that is excluded under Brink's All-Risk insurance policy. These exclusions include war, bio-chemical, nuclear and cyber events and are listed in detail in this section. As these are exclusions required by our insurance carriers, they cannot be changed. This section is non-negotiable.
- (g) It is important to remember that Brink's is not an insurer against a Loss. As a result, Brink's will not be liable for certain types of indirect damages such as "consequential damages" or "punitive damages". One example of this type of damage is lost profits from a lost business opportunity. This provision is very typical in service contracts because companies cannot afford the risk of exposure to open ended liability. This section is non-negotiable. Any very rare exception to this would need to be approved by senior management only with Legal Department involvement/consultation.

Section 15 – FILING OF CLAIMS; PROOF OF LOSS

- (a) This section covers the time frame in which a Loss must be reported. Customers must file written claims for a Loss of Property within the specified period of time; otherwise, the Customer loses the right to make a claim. The specified period is one (1) business day after the Loss is discovered or should have been discovered but no more than sixty (60) days after Brink's received possession of the Property (or delivery of a Change Order). If the Customer intends to sue Brink's for a Loss, they must file the lawsuit within twelve (12) months after Brink's received possession of the Property. These time limitations help assure that necessary witnesses and evidence will be available to both parties. Timely notice also helps both parties in that it greatly improves the chances of recovery of the Property and discovery of the source of the Loss. If a theft is involved, it improves the chance of discovering and prosecuting the perpetrator.
- (b) This section states that Customer will keep records for all Property placed into a Shipment, and will work with Brink's in a timely manner to establish the identity of any Loss and maximize the amount of recovery of the Property at a minimum cost.
- (c) In order to pay the Loss, the Customer must first provide Brink's with written notice demonstrating the existence of facts supporting their claim, including the Property involved - subscribed to and sworn to and substantiated by their records, all of which need to be provided in the claim process. If Brink's pays a claim, the Customer agrees to give its rights in the Property to Brink's as well as any rights of recovery against any other parties for the Property.

Section 17 – DEFAULT BY BRINK'S.

This section gives the Customer the ability to terminate service to a location if Brink's commits a significant breach (violation) of the Agreement at that location. In order to terminate for this type of breach, Customer must give notice of the breach so that Brink's has the opportunity to correct it. If the breach is not corrected within thirty (30) days of the notice, the Customer can terminate service at the location.

Section 18 – DEFAULT BY CUSTOMER.

Related to Section 17, this Section sets forth the terms if the Customer commits a significant breach (violation) of the Agreement and Brink's remedies for such a breach. The Customer has thirty (30) days to cure a breach from the time Brink's gives notice of such. If the breach is not corrected, Brink's can exercise one or more of the remedies in subsection (b). However, if the default is failure of the Customer to pay its invoices, the Customer must cure the breach within five (5) days of receiving notice. Questions as to what is considered a material breach should be directed to the Legal department. *

Subsection (b) states that Brink's has the following remedies in the event Customer defaults: (i) Require Customer to return the Equipment or allow Brink's to remove the Equipment; (ii) Declare immediately due and payable all Fees for services provided under this Agreement, all costs for removal of the Equipment and the balance of the Fees to be paid by Customer during the remaining Equipment Term relating to the affected Pick Up Location (up to twelve (12) months' Fees); (iii) Liquidate all collateral to satisfy Customer's outstanding obligations; (iv) Offset against all Property, Shipments and other property of Customer in Brink's possession to satisfy Customer's outstanding obligations; (v) Upon written notice to Customer, terminate this Agreement.

If Brink's doesn't immediately exercise one or more of its remedies, that does not mean Brink's is giving up its right to exercise them in the future.

Section 19 – EARLY TERMINATION BY CUSTOMER.

This section gives Brink's certain rights if the Agreement is terminated early by Customer (other than Customer's right to terminate under Section 17 above). Unless a material (i.e., major) uncured breach by Brink's is the cause of the early termination, then the Customer has to pay us all amounts owed for Services already performed, all costs for removal of the Equipment, and the balance of Fees to be paid by Customer during the remaining Equipment Term (up to twelve (12) months' Fees per unit of Equipment). Note: Termination relating to a specific Pick-Up Location is not a termination of the Agreement. *

If the Customer is closing a location, Brink's will relocate the Equipment to another location and the Customer will only have to pay the cost of removal, transport and reinstallation. Brink's will waive the cost of removal, if a Customer sells its business and the third party purchaser enters into a CompuSafe® Agreement with Brink's.

Section 20 – EARLY TERMINATION BY BRINK'S.

Brink's must have the right to terminate the CompuSafe Agreement in the event required by law or governmental agency or in the event a third party is deemed to have rights in the Equipment that are inconsistent with Brink's & Customer's use of the Equipment under the Agreement. For example, if it is determined that a third party has certain intellectual property rights in the Equipment, and a court orders Brink's to cease and desist from using the Equipment in violation of such rights, Brink's would have no choice but to terminate the Agreement in accordance with the court order. A penalty would not be appropriate in such instances due to the fact that Brink's would not have to be at fault for such a scenario to occur – fault could lie with other parties in the manufacturing process or with no one party at all (i.e., if everyone was acting in good faith and on good faith assumptions). To the best of Brink's knowledge, Brink's represents that it owns, or otherwise has obtained the necessary rights to the Equipment to the extent required to perform its obligations under the Agreement.

Section 23 – CONFIDENTIALITY.

This section states that Brink's and Customer agree to keep confidential information identified by the other party as confidential in connection with performing their duties and obligations under the Agreement. Do not disclose Brink's confidential information to a Customer or other party without the consent of a vice president or higher or after consulting with the Legal Department. We have to ensure the disclosure is necessary and that a proper service agreement or non-disclosure agreement has been signed. As with any changes to our standard terms, please submit any requests for changes to Legal for review. Please note, once a contract is signed, the terms of the service and the contract terms are confidential. You should never disclose the terms of service of one Customer to another Customer or potential Customer.

Section 24 – PUBLICITY RELEASE.

This section prohibits Customer and Brink's from making public announcements and/or using each other's trademarks, name, likeness or logo without the other party's written consent and is included in the Agreement to provide protection to our brand name. (The name "Brink's" and related trademarks are highly recognizable and of great value to Brink's).

Section 25– MISCELLANEOUS.

- (a) This section states that we will only provide Services during our normal business hours (not on Sundays or holidays) and that it may be necessary to reschedule services in the event of very bad weather or other interruption. It is important to understand that the agreed schedule is in terms of days or dates, not certain times or time windows. Brink's needs to retain flexibility on route scheduling so Brink's representatives should not commit to specific pick up and/or delivery times. There is a very significant security aspect to this time flexibility requirement. You should never be committing to time frames without obtaining the proper approval from operations.
- (b) Purchase Orders – This section voids pre-printed terms and conditions on purchase order or similar instruments and states that they have no impact on the terms and conditions of the Agreement. Customers will often try to introduce new and/or additional terms into the Agreement (either intentionally or unintentionally) when they use purchase order forms and the like to procure the services. These could

Sections indicated by * mean that requested changes to the section are a **Business Decision you will need to review with your RSD, DM, and/or RVP as applicable. After this approval, the requested change goes to Legal. Please note, this is NOT an exhaustive list of business decisions that may arise during discussions or through revisions sent from the Customer.*
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include additional terms and language that conflict with our Agreement form. This section prevents that from happening.

- (c) The Carmack Amendment is a federal law that applies to the interstate transportation of cargo. In this section, the Customer and Brink's agree to exclude application of the Carmack Amendment to the Agreement. Customers often ask about this, and, in short, the Carmack Amendment is a federal statute that governs the liability of carriers for lost or damaged goods and applies to interstate motor carrier transportation, including overland segments of international transports in the U.S. This section was added to ensure that our contract will be enforced as agreed upon by the parties without provisions of the Carmack Amendment applying. The language waives the applicability of the Carmack Amendment specifically so that the liability limits, notice of claims and time limits to bring suit, and applicable laws will apply to the contract as agreed upon between Brink's and our Customer and not as set forth in the Carmack Amendment. The Carmack Amendment is presently codified at 49 U.S.C. Section 14706 et seq.
- (d) This section describes how notices under the Agreement should be made for both Brink's and the Customer. It allows for personal delivery, fax, overnight courier or certified mail. Note that it doesn't include email. It allows for either Brink's or the Customer to change their address, as needed. Any written or formal communication to the Customer under the Agreement must be made in the manner described by this section. You should retain copies of all communications with Customers.
- (e) If one section of the Agreement is later found to be illegal or invalid that the rest of the Agreement will still be valid. This is a standard provision that is often included in contracts.
- (f) In this section, both parties waive the right to a jury trial for any claim one may have against the other. The reason for this requirement is that trials by jury are significantly more expensive for both parties than trials before a judge. In addition, judges are often better suited to understand complex issues that may arise out of our business.
- (g) The Contract terms are the only agreement between Brink's and the Customer regarding the Shipment, no matter what other conversations or understandings, written or verbal, the parties may have had prior to signing the Contract.
- (h) A Customer cannot use any claim for deduction or similar claims it may have against Brink's as an excuse not to comply with its obligations under the Agreement. This is important as we do not want our Customers offsetting or deleting from amounts owed under the contract for what they may subjectively deem to be "unsatisfactory" (or other vague term) service. Any measurement of our Services must be made by objective criteria, and can be accomplished by a Service Level Agreement (SLA) for example.
- (i) Those rights and obligations under the contract that, by their context, are meant to survive the end of the contract will remain in effect after the contract ends.
- (j) The laws of Delaware govern the Agreement and any disputes, no matter where the services are performed. If a Customer requests a change in this, check the most current list of approved states located on the CompuSafe Amendment form posted on the World.