



BRINK'S SERVICES AGREEMENT PLAIN LANGUAGE EXPLANATION

Our form or their form? Brink's standard form contracts must serve as the base form of any resulting agreement if the contract has annual revenue of less than \$100,000. Use of the Brink's standard Services Agreement is strongly encouraged on ALL transactions because it is tailored to address the unique services that Brink's provides. Use of the Brink's standard form will speed up review and approval of the contract.

Changes? For any contract, Brink's sales representatives can negotiate the changes provided on the Amendment to Services Agreement form posted on the Brink's World. Otherwise, no changes are allowed to the Brink's Services Agreement if projected annual revenue under the contract is less than \$25,000. For proposed contracts with projected annual revenue of \$25,000 or more but less than \$50,000, Brink's will make one round of changes. Except when the Amendment to Services Agreement 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 RSD, SMD, AD or VPO. Following this review, any changes to our standard Services Agreement must be submitted to the Legal Department **along with** a Contract & Amendment Review Form. You can find the Contract & Amendment Review Form and the Contract & Amendment Review Form Overview which describes the form and how it should be used on the Brink's World.

AE, SSS and SMC's responsibility: Every sales representative should have a basic understanding of each provision in the Brink's Services Agreement so that she/he can provide a general explanation to the Customer of the terms related to the services, whether negotiating our standard form or a customer's contract form. When presented with changes from the Customer, the sales representative 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. (Remember that the fewer changes there are, the faster approval can be achieved.) The Brink's Legal Department is available to assist if a sales representative needs further explanation of our standard agreement forms.

Summary of our Standard Services Agreement

Introductory paragraph:

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.

Date – Insert the date the Customer wants the contract to be effective, not the date you are completing it.

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Section I – Definitions

Definitions. Understanding the definitions is an important first step in understanding the rest of the Services Agreement.

1. **Attachment** – refers to the names and types of documents that may be included as part of the contract. Each Service provided to the Customer is described in the applicable SOW.
2. **Business Day** – refers to Brink’s or the Customer’s normal days of operation.
3. **Distinctively and Securely Sealed** – describes the manner in which the container(s) holding Property prepared by the Customer should be secured and sealed.
4. **Facility(ies)** – the Brink’s branch(es) where the Services will be performed.
5. **Loss** – refers to the type of circumstance that Brink’s liability covers for Property while in our possession, which includes loss, damage, theft or destruction.
6. **Maximum Liability Amount** – this is an important term that sets forth the maximum amount for which Brink’s will be liable in the event of a Loss. This amount will be specified for each type of service on the applicable SOW. The Maximum Liability Amount should not be an arbitrary or random number—it should be a dollar amount that reflects the maximum amount the Customer will give to Brink’s on a per Shipment or per Facility basis. This amount should greatly affect the pricing you offer the Customer: the more risk we take, the higher the cost. It can also influence other aspects of the Services Agreement (e.g., insurance) that the Legal Department may need to address.
7. **Property** – refers to the types of valuables Brink’s has agreed to transport, process, or store under the applicable SOW.
8. **Rates** – refers to the charges to be paid by the Customer.
9. **Services** – refers generally to the services that Brink’s will perform under the contract.
10. **Shipment** – refers to the container or containers of Property that Brink’s receives at one time. You should note that our definition is not intended to reference to act of transporting the Property.

Section II – Services

The terms for any Service to be performed by Brink’s will be detailed in an attached SOW. The services that may be provided under the Services Agreement include: Armored Transportation, Currency Processing, Coin Processing; and ATM Services. (CompuSafe services require the use of a separate contract.) This section also states that we will only provide Services during our normal business hours 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 specific times or time windows. For security reasons, Brink’s needs to retain flexibility on route scheduling so Brink’s representatives should not commit to specific pick up and/or delivery times without obtaining the proper approval from operations.

Section III – Term

The Services Agreement does not state the length of time for the contract. The specific term will be established in each service SOW. The Services Agreement will remain in effect starting on the first effective date of any SOW and will remain in effect until all SOWs under it expire or are terminated. The term of the contract is stated in this manner to ensure that the terms and conditions set forth in the Services Agreement apply to all services provided by Brink's under an SOW at any time. Note that the length of term is a factor in both pricing and revising other sections of the contract. (The shorter the term, the less likely we are to accommodate requested changes.)

Section IV – Charges and Payment

This section sets forth the terms for payment of invoices for all Services in all SOWs.

1. Note that payment in 30 days is a minimum required term. Brink's can amend the rates by letter, invoice or other written notice. Upon receipt of an invoice, a Customer has 20 days to reject any charges which differ from what is stated in a rate schedule. If the Customer does not reject the revised charges, then the Customer is deemed to have accepted the new rates. Customers often ask to: (1) delete our ability to increase rates that are not mutually agreed upon (see related discussion under Section IV, 3 below); and (2) delete the time limit on their ability to reject new terms. These terms may be modified as described in the Amendment to Services Agreement, with appropriate approval. In general, it is important for Brink's to retain the ability to adjust its rates when costs increase.*
2. If payment of any invoice is not received within 30 days from the invoice date, Brink's has the right to charge interest up to 1½% per month on the past due amounts. 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) exclude amounts disputed in good faith from incurring interest charges. You should consider the Customer's ability to pay on time before agreeing to delete or reduce the interest rate (e.g., 1% or .5%). This term is also described in the Amendment to Services Agreement, and may be modified without Legal approval with appropriate business approval.*
3. This section allows us to increase our rates in two ways. First, we have the right to increase rates on January 1st of each year of the Services Agreement, and, second, upon written notice at any time due to economic conditions that increase our operating costs. As stated above for Section IV, 1, this notice can be the invoice itself. 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,

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Brink's might give up the right to make annual increases but retain the right to make increases if costs increase.*

4. If the Customer requests to add a pick-up location or increase the frequency of service, the Customer must pay charges for the additional service. Such a request must be documented in the contract system.

Section V: Brink's Liability; Limitations; Exclusions

This important section describes when Brink's liability under the Services Agreement begins and ends, and the conditions and limitations on Brink's liability.

1. **The first sentence of this section means that Brink's can only be liable to the Customer for up to (a) the lesser of the Maximum Liability Amount; (b) the actual value of the Loss; OR (c) the declared value.** If the Customer declares a value less than the actual value of the Property, Brink's liability is based upon the value declared by the Customer, up to the Maximum Liability Amount. For example, if the actual value of the Property is U.S. \$9 Million and the Customer declares the value at U.S \$3 Million, then Brink's liability is up to U.S. \$3 Million Dollars. If the Customer declares a value higher than the actual value of the Property, Brink's liability will be the actual value up to the Maximum Liability Amount. Brink's liability begins when Brink's receives the Property and provides a receipt, and terminates when the Property is delivered to the location or agent designated by the Customer (or returned to the Customer in the event that delivery is not possible) with a receipt.
2. Brink's maximum amount of liability for Loss is up to the Maximum Liability Amount. This will not change even if a statement, invoice, receipt or any other document indicates a liability or value higher than the Maximum Liability Amount. The Maximum Liability Amount can only be changed by a written contract amendment.
3. Brink's will not compensate the Customer if any part of a Loss is caused by the Customer's criminal acts or fraud or those of its representatives or agents. This provision arises from situations where the Customer has been a participant in a theft and then claimed that Brink's was liable.
4. This section establishes Brink's liability if there is a Loss of checks or other financial instruments. Always inquire as to whether we will be handling/transporting checks or other financial instruments such as stocks, bonds, loan documents, etc., and whether and to what extent the Customer keeps records of those items. Brink's liability for checks or other financial instruments is reconstruction or replacement costs ONLY. Note that we look to the Customer to do the actual reconstruction or replacement in conjunction with their bank (if they aren't a bank); we only pay the costs. However, for checks that cannot be

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reconstructed or replaced, Brink's accepts liability for their face value except for those that couldn't be collected on at the time of the Loss (in other words, not a good check). Brink's payment for reconstruction costs and/or face value is limited to \$25,000 per Shipment; the Maximum Liability Amount for Loss of a Shipment includes this \$25,000. 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. When negotiating the contract, 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. The maximum amount for reconstruction may be modified as described in the Amendment to Services Agreement, with appropriate approval.*

5. This section excuses Brink's from performing 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 the events listed. Most of these events are natural disaster type occurrences, but we also include strikes, lockouts and other labor disturbances. However if the event causes a Loss, Brink's will be liable up to the Maximum Liability Amount.
6. This section describes the events where Brink's will NOT be responsible for LOSS or PERFORMANCE OF SERVICES. These events are excluded under Brink's All-Risk insurance policy (similar policy that customers refer to as money & securities, crime & fidelity or armored car policies). 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, the language in this section cannot be modified. The language in this section is non-negotiable.
7. It is important to remember that Brink's is not an insurer against a Loss—instead Brink's agrees to accept liability for payment of Losses that occur while Property is in our possession. 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.

Section VI – Insurance

1. This section states that Brink's maintains insurance on its own behalf. Brink's insurance does not insure the Customer for its Property, but insures Brink's for the liability Brink's expressly accepts in the contract 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

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language. These issues require extensive involvement by the Legal Department and the Risk Management (Insurance) Department and should be forwarded to Legal for review.

2. This section requires the Customer to maintain certain types of insurance and is required because Brink's enters the Customer's property and place of business to perform Services.

Section VII – Filing of Claims; Proof of Loss

1. This section covers the time frame when the Customer must report a Loss to Brink's. Customers must file written claims for a Loss of Property within the specified time period; otherwise, the Customer loses the right to make a claim and be paid for any Loss. The specified period is one (1) business day after the Loss is discovered or should have been discovered but no more than thirty (30) days after Brink's received possession of the Property or, depending on the type of service, thirty (30) days from when the Customer received the inventory report indicating a Loss. The Customer has an obligation to ensure it received any expected deliveries and to review any reports for discrepancies in a timely manner. If the claim is not resolved and Customer decides 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 by greatly improving 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. This term is also described in the Amendment to Services Agreement, and may be modified without Legal approval with appropriate business approval.*
2. This section states that Customer will keep records for all Property delivered to Brink's, and will work with Brink's in a timely manner to identify the Property involved in any Loss to maximize the amount of recovery of the Property at a minimum cost.
3. In order to pay the Loss, the Customer must first provide Brink's with written notice establishing facts to support its claim, including the Property involved – in a sworn statement that is supported by its 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 VIII – Default; Remedies; Termination

1. Liquidated Damages – The first part of this section gives Brink's certain rights if the Services Agreement and/or any SOW is terminated before the end of the term. Unless Brink's has breached the contract and caused the early termination, then the Customer has to pay us all amounts owed to Brink's for Services already performed plus amounts based on the average monthly invoice charges for the remaining months of the contract term and any

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capital costs incurred by Brink's as a result of entering into the contract. Customers often ask to delete this section. However, without the right to collect these damages in the event of early termination, it is much easier for the Customer to walk away from the contract before the expiration of the term.*

Offset Right – The third sentence in this section addresses protection for Brink's in the event that a Customer fails to pay its bills in full and on time by allowing Brink's to hold Customer responsible for interest and all costs incurred by Brink's for collecting those amounts. It also provides a right to offset, which allows Brink's to retain Property contained in Shipments against amounts owed to Brink's plus any interest and costs (Unpaid Obligations as defined in this Section), which Brink's has in its possession under the contract. Any decision to offset must have the approval of the VPO or above. We cannot hold more Property than the amount equivalent to the amounts owed to Brink's. Customers often request to delete Brink's right to offset. Remember, this is only an issue if the Customer fails to pay its invoices. This right is often the key to Brink's ability to collect on invoices.*

2. This section gives both the Customer and Brink's the ability to terminate the contract if the other party commits a significant breach (violation) of the contract. In order to terminate for this type of breach, the non-breaching party has to notify the breaching party of the breach so the breaching party has the opportunity to correct it. If the breach is not corrected within thirty (30) days of the notice, the non-breaching party can terminate the contract. These notice requirements do not apply to the Customer's failure to pay invoices. We can terminate immediately in the event the Customer doesn't pay its invoices on time because the Customer is already given thirty (30) days from the date of invoice to pay. The second sentence of this section may be removed as outlined in the Amendment to Services Agreement.* Questions as to what is a material breach should be directed to the Legal department. Customers often ask for the right to terminate the contract without cause, for their convenience. As mentioned above, our pricing is impacted by the term to which the customer has agreed so Brink's should not allow "termination for convenience".

Section IX – Miscellaneous

1. Subcontracting - We will perform the Services through our employees or a subcontractor if we choose to use one, at our option. The second sentence means that if a subcontractor performs the Service, the terms of the contract apply to the subcontractor's performance. Customers often ask to delete this section or require that additional duties be imposed on Brink's (e.g. background checks on subcontractors, assumption of responsibility for subcontractor's actions). Brink's use of subcontractors is rare but sometimes necessary. We may revise this section to prohibit any subcontracting without prior written consent from the Customer if we know that Brink's does not plan to subcontract the services, even with expanded locations. This provision is included in the Amendment to Services Agreement and may be revised as outlined in the instructions.* [Note that any

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subcontracting needs must be approved by the VPO and VP of the Service to be subcontracted. DO NOT take it upon yourself to initiate any direct communications with other armored car carriers. Doing so could expose you and Brink's to claims of violations of the antitrust laws.]

2. Notice - This section describes how notices under the contract must 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 contract must be made in the manner described by this section. You should retain copies of all communications with Customers.
3. Conflicting Terms – For any terms in a SOW that conflict with the terms in this Services Agreement, the terms in the SOW will apply. This section also 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 contract. Customers will often try to introduce new and/or additional terms into the contract (either intentionally or unintentionally) when they use purchase order forms and the like to procure the services. These could include additional terms and language that conflict with our contract form. This section prevents that from happening.
4. This section states that all benefits to or obligations on each party are stated in the contract and will be enforced as agreed upon therein, and no other terms will apply.
5. In performing its obligations under the contract, each party is responsible for ensuring it complies with the laws, rules and regulations applicable to it.
6. The contract terms are the only agreement between Brink's and the Customer regarding the Services, no matter what other conversations or understandings, written or verbal, the parties may have had prior to signing the Contract. The second part of this section limits the types of claims that a party may initiate under this contract. If you or the Customer have questions on what this means, please contact the Legal department.
7. Trademarks – This section prohibits Customer and Brink's from using each other's trademarks, name, likeness or logo without the other party's written consent and is included in the contract to provide protection to our brand name. This includes press releases, marketing materials, websites, references—ANY use of the other parties' name or marks. (The name "Brink's" and related trademarks are highly recognizable and of great value to Brink's).

8. If Brink's or the Customer do not require each other to perform exactly as the contract states, that doesn't modify our contract for other situations that may arise during the term of the contract. This is a standard provision that is included in contracts.
9. If one section of the contract is later found to be illegal or invalid, the rest of the contract will still be valid. This is a standard provision that is included in contracts.
10. 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. This section may be deleted as outlined in the Amendment to Services Agreement with proper approval. *
11. This section means that certain 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.
12. This section means that a Customer cannot refuse to pay or perform other obligations under the contract because they believe we owe them for a Loss or some other claim or dispute it may have against Brink's. This is important as we do not want our Customers offsetting or short paying amounts owed under the contract for what they may subjectively deem to be "unsatisfactory" (or other vague term) service or for Losses that may be in dispute or under investigation.
13. The laws of Delaware govern the contract 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 Amendment to Services Agreement, and changes can be made as outlined therein. *
14. In Chapter 11 bankruptcy filings, the debtor (i.e. Customer) continues operation of its business while it reorganizes its assets and liabilities. This paragraph protects Brink's in the event a Customer files for Chapter 11 by requiring the Customer to uphold its obligations under the contract.
15. Carmack Amendment – 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 contract. 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 (across state lines) 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

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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 in 49 U.S.C. Section 14706 et seq. of the U.S. Code.

Private Express Statutes (“PES”) – PES are federal laws that make it illegal to send or carry mail for compensation unless proper postage is paid. PES are laws to prevent the transport of US mail by other than the US Postal Service. The language is included in our contract to discourage Customers from including letters in their Shipments in order to save on postage costs. This section states that the Customer will comply with PES in the preparation of all Shipments. The provision clarifies that compliance with the PES laws is the Customer’s responsibility (as it should be). There are several exceptions to the PES (e.g., for certain types of overnight delivery that allow transport of letters and correspondence via FedEx and the like).

16. Assignment – Before the Customer can assign its obligations under the contract to another party, it must get Brink’s consent to do so in writing. Note that this does not restrict Brink’s from making assignments.
17. Multiple Counterparts – This section allows the parties, which may be in different locations, to sign different but identical copies of the Services Agreement, thereby creating more than one original, and then exchange copies.