

KIOSK SERVICES AGREEMENT

THIS KIOSK SERVICES AGREEMENT (together with all Attachments, 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 Dr., Coppel, TX 75019, and City of Ocala ("Customer") (EIN: 59-6000392_) with offices located at 110 SE Watula Ave. Ocala FL, 34471 and is entered into this 25 day of August, 2022 ("Effective Date").

1. 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) Cash Cassette – the component within a Kiosk that receives, stacks, and stores cash deposited by Customer's clients.
- (d) Cash Supervision – when a Brink's representative either (i) stands by a Kiosk to protect the Property contained within the Kiosk vault from holdup or robbery or (ii) removes the Property contained in the Kiosk safe and retains such Property in Brink's possession while Customer's third party maintenance provider or other person authorized by Customer accesses the Kiosk equipment. Cash Supervision does not include the protection of persons or property not defined herein.
- (e) Cassette Cash – Monetary Property contained in, or removed from, a cassette contained within a Kiosk
- (f) Content Removal – removal Monetary Property from a Kiosk.
- (g) Delivery Location – the location designated by Customer as the place where Brink's is to deliver Shipments.
- (h) Deposit Processing – physically counting the currency or other Property removed from a Kiosk and comparing the amount counted to the settlement ending balance at such Kiosk.
- (i) Distinctively and Securely Sealed – the container used to hold any Property to be transported by Brink's 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 enclosed and firmly fixed therein, 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.
- (j) Facility(ies) – Brink's location(s) where certain Services will be performed.
- (k) FLM – first line maintenance to correct minor Kiosk malfunctions. This service includes the clearing of currency, card and paper jams, minor repairs and the replenishment of supplies at a Kiosk.
- (l) Kiosk – an automated cash acceptor machine at the locations specified on the Kiosk Locations Attachment, which is attached to and incorporated by reference into this Agreement.
- (m) Loss – any loss of, damage to, theft of, or destruction of Property for which Customer has provided timely Notice to Brink's.
- (n) Maximum Liability Amount – the total liability assumed by Brink's for Loss, as specified in Schedule A.
- (o) Monetary Property – currency, checks, coupons, tickets, postage stamps, travelers checks and/or any other valuable property as may be specifically identified in Schedule A.
- (p) Nominal Shortage – an individual Loss at a Kiosk in the amount set forth in Schedule A for which Brink's is not liable.
- (q) Non-monetary Property – receipt paper and/or any other property other than Monetary Property as may be specifically identified in Schedule A.
- (r) Property – the Monetary Property and the Non-Monetary Property.
- (s) Rates – charges for Services as listed Schedule B.
- (t) Replenishment – replenishing a Kiosk with Non-monetary Property as defined in this Agreement.
- (u) Shipment – one or more Distinctively and Securely Sealed containers of Monetary Property received by Brink's at the same time at a single Service Location that are to be delivered to a single Delivery Location.
- (v) Service Location – the location of a Kiosk designated by Customer as the place where Brink's is to call for Content Removal and Replenishment.
- (w) Settlement – obtaining reports from a Kiosk which relate to the Kiosk's beginning balance, cash deposited into the Cash Cassette(s), ending balance and machine counters, the resetting of control devices and, if required entering the new beginning balance.

2. SCOPE OF SERVICES

- (a) Brink's shall perform Replenishment, Cash Supervision, Content Removal, FLM and Kiosk-related Deposit Processing, and/or Inventory Services (the "Services"), as such Services are specifically identified in Schedule A, which is attached hereto and incorporated by reference into this Agreement. 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, is any, for any claim against Brink's relating to Customer's Property.
- (b) Kiosk locations serviced under this Agreement whether listed in the Kiosk Locations Attachment or otherwise shall not be deleted from Service during the term of this Agreement. If a Kiosk is moved from one location to another, Brink's will be given the right of first refusal to service the Kiosk in its new site.

3. 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.

4. 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 a Shipment shall commence when any Monetary Property is removed from a Kiosk and in Brink's actual physical possession following the unlocking of the Kiosk. Brink's count of the Monetary Property removed from a Kiosk is binding and conclusive. Brink's liability for a Shipment shall terminate when the Shipment has been delivered to the Delivery Location, or returned to Service Location or Customer or Customer's agent in the event that delivery cannot reasonably be made by Brink's. Brink's liability for Non-monetary Property shall

commence when any Non-monetary Property has been delivered into Brink's possession from Customer and shall terminate either when the Non-monetary Property has been delivered to a Service Location, or returned to Customer's designated local Delivery Location in the event that delivery cannot reasonably be made by Brink's.

- (b) Brink's liability for a Loss shall not exceed the Maximum Liability Amounts, notwithstanding anything to the contrary contained in any oral statement, invoice, receipt or other document.
- (c) Brink's agrees to assume responsibility against Loss by holdup or robbery of any Property contained in a Kiosk up to and including the applicable Maximum Liability Amount during the time period commencing when Brink's employee or agent actually arrives at the room or immediate area of the Kiosk in the performance of this Agreement and terminating after Brink's employee or agent secures the Kiosk.
- (d) Subject to the applicable Maximum Liability Amount, and inclusive of any other Property contained in a Kiosk or in a Shipment (including a Shipment collected from a Kiosk), Brink's liability for Loss of any Non-monetary Property shall not exceed the cost of identifying and replacing such Items.
- (e) 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.
- (f) Brink's shall not be liable for all currency accepted into a note acceptor, with any discrepancies to be handled as set forth in this Agreement. Brink's shall not accept liability for a Loss caused by a technology malfunction; provided, however, Customer may request a meeting between Brink's and Customer to investigate the circumstances and resolve issues to the extent possible.
- (g) Notwithstanding anything in this Agreement to the contrary, Brink's shall not be liable for a Loss of any Property in a Kiosk which is caused by, due to the occurrence of, or in the event of (1) any machine or system malfunction not caused by the negligence or willful misconduct of any agent or employee of Brink's, (2) mistaken or fraudulent instructions electronically transmitted to a Kiosk by any person other than an employee or agent of Brink's, (3) authorized or unauthorized access to a Kiosk or its contents by any person, under contract or otherwise (other than an employee or agent of Brink's) for maintenance or any other reason, (4) unexplained shortages, (5) access to a Kiosk by forced entry, or (6) a Nominal Shortage.
- (h) 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.
- (i) 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 (i) by any government or sovereign power (*de jure* or *de facto*), or by any authority maintaining or using military, naval or air forces; or (ii) by military, naval or air forces; or (iii) 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.
- (j) 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 subclause (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.
- (k) **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.
- (l) In the event of any damage or malfunctioning sustained to the Kiosk equipment while Service is being carried out by Brink's hereunder, Brink's shall only be liable for such damage or malfunctioning to the extent caused by Brink's negligence or willful misconduct.
- (m) 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.

5. CUSTOMER'S RESPONSIBILITIES

- (a) Customer shall provide all Non-monetary Property to be replenished by Brink's into Kiosks.
- (b) Customer warrants that it shall declare the value of each Shipment provided by Customer to Brink's to be transported by Brink's under this Agreement. Customer shall not conceal or misrepresent any material fact or circumstance concerning the Property delivered by Customer to Brink's and agrees, in the event of a Loss, to be bound by its declaration of value.

6. KIOSK TRANSACTION REPORTS; FILING OF CLAIMS; PROOF OF LOSS

- (a) Brink's shall deliver to Customer (via fax, e-mail, customer portal or otherwise) reports of the Kiosk balance and, if an inventory of Customer Property is maintained, an inventory report within two (2) Business Days following each Replenishment.
- (b) In the event of a Loss of Property 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 Brink's first delivers to Customer the Kiosk transaction report or inventory report indicating a Loss or discrepancy. 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. No action, suit or other proceeding to recover for any such Loss shall be brought against Brink's unless the above described Notice has been given to Brink's.
- (c) Customer shall maintain a record of all Property placed in a Shipment as well as all Monetary Property reports and records produced by the Kiosks serviced by Brink's 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.
- (d) 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 of Brink's or Brink's insurers.

7. 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 (except to the extent of any tax exemption). Brink's hereby acknowledges and agrees that Customer is exempt from Florida sales and use 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 January 1st of each year 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: (1) an act of God; (2) an act of war; (3) an increase in the then current local, state, or federal minimum wage; (4) legislative or regulatory requirements related to the performance of the Services hereunder; or (5) 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 in Schedule B.
- (d) Customer shall pay Brink's for all changes in scope of Services whether requested by Customer in writing or verbally.

8. TERM; DEFAULT; REMEDIES; TERMINATION

- (a) This Agreement shall commence on the Effective Date and shall continue for a term ending on the last day of the calendar month five (5) years following the Effective Date. Thereafter, this Agreement shall automatically renew for successive one (1) years periods until cancelled, by either party, upon sixty (60) days written Notice prior to the expiration of the then-current term.
- (b) In the event of early termination under this Agreement, 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 services 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 attorneys' 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.
- (c) 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.

9. 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 and conditions 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) 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 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) To the extent Services include transportation, Customer agrees: (1) that none of the provisions of the Carmack Amendment apply to any obligation of Brink's under this Agreement and (2) Customer shall comply with the Private Express Statutes (United States Postal Laws and Regulations) in the preparation of all Shipments. 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 the Property.
- (g) Customer represents that it is the owner or the agent of the owner of the Property and each of the Kiosks serviced under this Agreement. Customer further represents that it is authorized to designate a Service and to accept the terms of this Agreement on behalf of itself and on behalf of all other persons or entities who or which may have or may acquire an interest in the Property, and to bind each itself and all such other persons or entities to the terms of this Agreement. Customer agrees to indemnify, hold harmless and defend Brink's from and against any and all damages, loss, expenses (including attorneys' fees), liability or claims, made at any time, or presented in any manner by any person or entity with respect to the breach of any term(s) of the foregoing representation. To the extent that Customer is not the owner of the Property handled by Brink's under this Agreement, Customer shall indemnify, defend and hold Brink's harmless from and against any and all claims by Customer's customer(s) or others for any claims by such persons for, and to the extent of, (i) amounts paid to Customer by Brink's; and (ii) Losses which are additional to or in excess of the limits of liability assumed by Brink's under this Agreement.
- (h) Customer represents that each Kiosk is equipped with a data communication system that records and produces an activity record that identifies each occurrence of mistaken or fraudulent instruction that is electronically transmitted to a Kiosk. Customer will immediately furnish to Brink's a copy of any Kiosk activity record, including network and alarm records, whenever so requested.
- (i) Customer shall indemnify and hold Brink's harmless from and against any and all liabilities, claims, costs, expenses and damages of any nature (including, but not limited to attorney's fees and expenses of litigation) arising out of or relating to disputes or legal actions involving the Services where Brink's acts upon instructions of a third party who is an owner of, a shareholder or investor in, a Kiosk serviced hereunder, or who has or purports to have the authority from the Customer to instruct Brink's with respect to the Services, including, but not limited to a party who Customer has informed Brink's is authorized to manage the Services on Customer's behalf (all of the foregoing parties collectively a "Third Party Kiosk Manager"). Brink's shall have no liability for communicating with or disclosing any information in connection with the Service or this Agreement to a Third Party Kiosk Manager; provided, however, this section does not apply to the willful misconduct of Brink's or its employees or agents.

- (j) Brink's shall not be required to Service any Kiosk that is not equipped with an electronic locking system that has separate combinations for Brink's and any other party that can access the Kiosk and a means to identify, through the lock's network access logs, each party who gained access to the Kiosk. Unless otherwise specified under Special Instructions in Schedule A, Customer shall be responsible for the purchase and installation of such locks on all Kiosks.
- (k) 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 supersede all prior agreements and understandings, whether oral or written, express or implied between the parties. Brink's is not a bailee under this Agreement and Brink's assumes no obligations of any kind whatsoever other than as expressly set forth in this Agreement. 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.
- (l) Neither party shall use the other party's trade name, likeness, trademarks or logo without the other party's prior written consent, nor shall Customer permit any third party owner, shareholder or investor of Kiosk serviced under this Agreement to use Brink's, tradename, likeness, trademark or logo without Brink's prior written consent.
- (m) 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.
- (n) The provisions of this Agreement, which by their sense and context are meant to survive expiration of this Agreement, shall so survive.
- (o) 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.
- (p) The illegality or invalidity of any provision of this Agreement shall not affect or invalidate the remainder of the Agreement.
- (q) 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.
- (r) 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.
- (s) Customer will not assign this Agreement without the prior written consent of Brink's.
- (t) 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.
- (u) 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.
- (v) 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"

CITY OF OCALA

By: _____
(Customer Signature)

Name: _____

Title: _____

"BRINK'S"

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

By: _____

Name: _____

Title: _____

SCHEDULE A SCOPE OF SERVICES

This Schedule A is attached to and made an integral part of Kiosk Services Agreement dated August 25, 2022 by and between BRINK'S U.S., a Division of BRINK'S, INCORPORATED ("Brink's") and City of Ocala ("Customer").

1. DESCRIPTION OF SERVICES:

A. Kiosk Content Removal

- (i) Content Removal of Monetary Property for Kiosks listed on Kiosk Location Attachment or as amended from time to time by mutual agreement of the parties, shall take place in accordance with a mutually agreed upon prearranged schedule to be determined by the parties.
- (ii) Settle and Balance Kiosk - At the time of each Content Removal. Customer must provide Brink's with specific Settlement and Balance procedures.
- (iii) Remove From Kiosk - Cash Cassettes or Cassette Cash as described in 1.A through 1.D below;
- (iv) Replenish Kiosk with Receipt paper; and Other Consumables (specify type, if any): N/A

Content Removal – Cassette Swap Method

Remove sealed Cash Cassettes containing Monetary Property from designated Kiosks; replace with empty sealed Cash Cassettes; print Kiosk content/balancing tapes; seal cassettes and content/balancing tapes inside shipping container provided by Customer; and deliver as stated below:

Frequency and Time of Removal (specify): As specified on Kiosk Location Attachment

Deliver to the Brink's Facility(ies) local to the Kiosk location for Deposit Processing (as described below):

All deliveries of Monetary Property removed from a Kiosk as a result of a Content Removal will be made on the same or following banking day.

Content Removal - Cash Retrieval Method

Remove Cash Cassette(s) containing Monetary Property from designated Kiosks; remove cash from cassette(s); print Kiosk content/balancing tapes, seal Cassette Cash and content/balancing tapes inside tamper-evident, self-sealing, uniquely serial numbered container(s) provided by Brink's, and deliver as stated below:

Frequency and Time of Removal (specify): As specified on Kiosk Location Attachment

Deliver to the Brink's Facility(ies) local to the Kiosk location for Deposit Processing (as described below):

All deliveries of Monetary Property removed from a Kiosk as a result of a Content Removal will be made on the same or following banking day.

Emergency Content Removal

Emergency Content Removal will be performed in the manner described in either sections 1.A or 1.B
Average response time four (4) Hrs (from time of request until Brink's representative arrives at Kiosk).
Available times of FLM Service- Between 8:00 a.m. and 8:00 p.m., excluding holidays.

B. Cash Supervision

Perform Cash Supervision, upon request.
Average Response time 4 hours (from time of request until Brink's arrives at Kiosk).
Available times of Cash Supervision Service- Between 8 a.m. and 8 p.m., excluding holidays.

C. Maintain Inventory – Non-monetary Property

Brink's shall maintain, in an inventory in Brink's vault at the Brink's Facility(ies) performing Services hereunder, a supply of receipt paper provided by Customer. Brink's shall furnish Customer with a count of inventory periodically as agreed to by Brink's and Customer.

D. Deposit Processing

Upon receipt of a Shipment at a Facility before designated cutoff time, Brink's will, on the same day a Content Removal is received, break any seal on the deposits, process the contents of the deposit contained therein as per mutually agreed upon procedures. Brink's will then consolidate and re-bag all currency for each Facility for each day into one deposit and deliver it to Customer's designated bank by the end of the following banking day after Content Removal. If there is a variance between Brink's verification count of a Content Removal and the dollar amount of the deposits contained therein, Brink's shall identify such variance and follow mutually agreed upon procedures for reporting such variance to Customer. Brink's count of the contents of any Content Removal shall be binding and conclusive.

E. Change Dispenser Content Removal and Replenishment

Brink's shall remove un-dispensed residual currency from the change dispensing canister of the Kiosk, print Kiosk content/balancing tapes for the change dispensing canister and replenish each change dispensing canister with Customer specified currency loads by denomination. The residual currency and content/balancing tapes shall be placed inside tamper-evident, self-sealing, uniquely serial numbered container(s) provided by Brink's, and deliver as stated below:

Frequency and Time of Replenishment (specify): As specified on Kiosk Location Attachment

Deliver to the Brink's Facility(ies) local to the Kiosk location for Deposit Processing (as described above), all deliveries of residual currency deposits will be made on the same or following banking day.

2. Maximum Liability Amount

Insert applicable liability amounts below:

Per Kiosk (applicable to liability assumed under Section 4(b) of the Agreement): \$50,000

Per Content Removal removed from any one Kiosk: \$50,000

Per Shipment of currency transported from a Brink’s Facility to a designated bank: \$50,000

3. **Nominal Shortage**
A Nominal Shortage is an individual Loss at a Kiosk in the amount of five (5) notes or \$100, whichever is less.
4. **Property Other Than Currency To be Installed in a KIOSK**
Non-monetary Property to be installed in a Kiosk; and maintained in Customer inventory is Receipt paper and Other Consumables (specify type, if any): _____

Except where by its context it is not applicable to the type of Non-monetary Property identified above, all of the provisions in this Schedule A applicable to Monetary Property, shall also apply to any such Non-Monetary Property.
5. **Special Instructions**
Describe in detail: Brink’s will maintain in inventory and replenish Receipt paper as needed, in conjunction with scheduled Content Removals.
7. **Additional Terms and Conditions**
(a) **Hours of Operation** – Unless otherwise expressly stipulated in this Schedule A, all Services described herein shall be performed during Brink’s regular business hours on any Business Day as scheduled by Brink’s Facility(ies) and at the time Brink’s regular route is in the immediate area of the Kiosk or the Pick Up Location or the Delivery Location.

ACCEPTED:

CITY OF OCALA

BRINK’S U.S.,
A DIVISION OF BRINK’S, INCORPORATED

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

SCHEDULE B
SERVICE CHARGES

This Schedule B is attached to and made an integral part of Kiosk Services Agreement dated June 3, 2022 by and between BRINK’S U.S., a Division of BRINK’S, INCORPORATED (“Brink’s”) and City of Ocala (“Customer”).

The following Rates are effective from August 25, 2022 up to and including August 25, 2023. The Rates are based on the number of Kiosk locations, service days, and frequency of service. Should Customer require a reduction of 10% or more to the total number of locations, service days, or frequency, the Rates will be subject to a revision.

DESCRIPTION OF SERVICES

SERVICE CHARGES
(Per Kiosk unless otherwise stated)

Table with 2 columns: Description of Services, Service Charges. Rows include Scheduled Content Removal, Non-Scheduled Content Removal, Emergency Content Removal, and Cash Supervision.

ADDITIONAL CHARGES

Deposit Processing: \$N/A per kiosk

Excess Premises Time (in excess of 6 min): \$3.00 / minute

Fuel Surcharge: See attached Schedule C

ACCEPTED:

CITY OF OCALA

BRINK’S U.S.,
A DIVISION OF BRINK’S, INCORPORATED

By:
Name:
Title:
Date:

By:
Name:
Title:
Date:

KIOSK LOCATIONS

ATTACHMENT

This Kiosk Locations Attachment is incorporated by reference into the Agreement dated June 3, 2022 between Brink’s and Customer. The Rates in Schedule B are based on the number of locations, service days, and frequency of service. Should Customer require a reduction of 10% or more to the total number of locations, service days, or frequency, such Rates will be subject to a revision.

LOCATIONS

| ITEM | LOCATION NAME | ADDRESS | FREQUENCY | BAGS PER PICK-UP | TOTAL MONTHLY FEE |
|------|----------------------------------|--|--------------|------------------|-------------------|
| 1 | Customer Service Center | 201 SE 3rd St Ocala, FL 34471 | 3 Times/week | 2 | \$517.40 |
| 2 | City of Ocala Recreation & Parks | 828 NE 8th Ave Ocala, FL 34470 | 2 Times/week | 1 | \$362.25 |
| 3 | Kiosk Deposit Pull (Ocala003) | 3100 SW College Rd, Ste 334, Ocala, FL 34474 | 2 Times/week | 1 | \$362.25 |
| 4 | Kiosk Deposit Pull (Ocala004) | 2720 E Silver Springs Blvd, Ocala, FL 34470 | 2 Times/week | 1 | \$362.25 |
| 5 | Kiosk Deposit Pull (Ocala005) | 1211 NW 10th St Ocala, FL 34475 | 2 Times/week | 1 | \$362.25 |