

COMPREHENSIVE SERVICES

CASH HANDLING SERVICES

Diebold Nixdorf, through the use of a subcontracted ACC shall be responsible for providing cash handling services as set forth herein below. Such Cash Handling Services will include the pick-up and delivery of ATM currency and if applicable all deposits and or other documents or instruments from the ATMs. In performing Cash Handling Services, the ACC will perform the following Services and the following terms and provisions shall apply:

CASH REPLENISHMENT & DEPOSIT PULLS

- The ACC will fill currency canisters with currency to be provided by Client through the Funding or Correspondent Institution.
- The ACC will perform cash swaps and/or replace spent canisters with full canisters.
- The ACC will perform a settlement, (a settlement will consist of generating an audit tape or EDC disk, resetting ATM counters, and consumable supply replenishment. and retrieval of captured cards.)
- All return items (deposits, captured cards and settlement totals) will be delivered to destinations determined by the Client and agreed upon by Diebold Nixdorf.
- If Diebold Nixdorf is performing Deposit pulls, the ACC will also perform all daily balancing activity at the ATM.
- The ACC will verify all cash, and with respect to currency differences the following shall apply:
 - Upon finding any discrepancy, Diebold Nixdorf, Client, the ACC and/or the Funding Institution shall use its best efforts to immediately notify the other parties.
 - Diebold Nixdorf will reasonably participate and assist in conducting loss investigations for out of balance ATMs and will reasonably cooperate with Client to provide necessary data to file a recovery claim with the ACC and the Funding Institution.

CLIENT RESPONSIBILITIES

- Client will provide Diebold Nixdorf such fault information as may be reasonably necessary to Diebold Nixdorf to perform pursuant to the terms of this Agreement.
- Client agrees to provide at no cost to Diebold Nixdorf all necessary sets of keys, access cards or any other items required by Diebold Nixdorf (based on the number of Diebold Nixdorf technicians that may be performing Services hereunder) to perform the obligations under the terms of this Agreement, including free and clear access to the Equipment. Diebold Nixdorf agrees to maintain such keys and other security devices in confidence and will take steps to reasonably ensure that such keys and information are maintained in a secure and confidential manner.
- Client shall provide Diebold Nixdorf with written settlement and security procedures to be followed relative to balancing, access and security of the ATMs. Such procedures shall be identical as issued to and followed by Client employees.
- Client will assure that ATM fit currency at branch ATM locations are checked and replenished prior to each daily close of business.
- Client will ensure that no currency (stored outside of an active currency cassette) will be stored in any ATM covered hereby.
- Client will ensure that any and all Client's employees, contractors, and subcontractors cooperate with Diebold Nixdorf and participate in any and all investigations of any ATM loss or cash shortage occurrence.

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INCIDENTS AND INVESTIGATIONS

If Client finds any discrepancy in Vault Cash, Client shall use its best efforts to immediately notify Diebold Nixdorf and the ACC of the discrepancy, and shall adhere to the notification periods specified in each loss category below. Once notification has been made, the extent of the investigation shall depend on the amount of the loss, as set forth below.

Differences of One Dollar to Three Hundred Fifty Dollars (\$1 - \$350)

- Differences of \$350.00 or less shall be the responsibility of Client, unless proven through clear and convincing evidence that Diebold Nixdorf or the ACC solely caused the difference.

Differences of Three Hundred Fifty-One Dollars to One Thousand Dollars (\$351 - \$1000)

- Client, upon finding any such discrepancy, shall notify Diebold Nixdorf by facsimile machine, on-line computer, or telephone within five (5) business days after the discrepancy is discovered and in no event more than thirty (30) days from the last day of the balancing period during which the actual loss occurred. Diebold Nixdorf and Client will perform a preliminary investigation of the loss and determine if a complete investigation is needed. If a complete investigation is required, Diebold Nixdorf and Client will perform the steps outlined in "Losses over \$1,000." If no further investigation is required, Diebold Nixdorf will submit a written report to Client within forty-five (45) days with the results of the preliminary investigation.

Differences Over One Thousand Dollars (\$1,000)

- Client, upon finding any such discrepancy, shall notify Diebold Nixdorf by facsimile machine, on-line computer or telephone within twenty-four (24) hours of the discovery of the discrepancy and in no event more than thirty (30) days from the last day of the balancing period during which the actual loss occurred. Diebold Nixdorf and Client will perform interviews within three (3) weeks. Diebold Nixdorf and Client will complete investigations of involved personnel within four (4) weeks. At Diebold Nixdorf's request Client will provide to Diebold Nixdorf for its investigation, copies of settlement sheets, outage reports, transaction reports, daily totals, ATM audit tape or electronic journal, and such other information or documentation that Diebold Nixdorf may request, to be used in conjunction with the investigation. Failure of Client, its employees and/or its subcontractors, to cooperate within reason in said investigation will result in Client assuming full responsibility for the loss. Diebold Nixdorf and Client will formulate resolutions or recommendations within forty-five (45) days, but Diebold Nixdorf shall have one extra day to complete its investigation and formulate a resolution for each day that Client delays its delivery of requested information to Diebold Nixdorf hereunder. Diebold Nixdorf will pay Client within fifteen (15) days of this recommendation for any losses that are determined to be Diebold Nixdorf's responsibility hereunder, which payment shall in all instances be subject to the limitations set forth herein below.

ALLOCATION OF LIABILITY

Allocation of Liability for ATM Losses shall be subject to the following provisions:

- If an investigation described above or other evidence obtained by the parties proves by clear and convincing evidence that an employee of Diebold Nixdorf took the funds in question from the ATM then, solely as between Diebold Nixdorf and Client, Diebold Nixdorf shall bear such loss.
- If the investigation described in this Agreement or other evidence obtained by the parties proves by clear and convincing evidence that the loss was caused by Client or a Client employee, agent or subcontractor, then, solely as between Diebold Nixdorf and Client, Client shall bear such loss.
- If as a result of the investigation described above, liability for a loss cannot be determined, and the electronic lock audit discloses that an employee of Diebold Nixdorf and an employee or representative of Client accessed the chest during the balancing period when the loss occurred, then as between Diebold Nixdorf and Client, Diebold Nixdorf will bear up to (50%) of the loss. Notwithstanding any other term or provision contained herein, if a Diebold Nixdorf employee did not access the chest of the ATM during the balancing period, Client shall bear one hundred percent (100%) of the loss.

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- Client will be responsible for any loss resulting from an ATM break-in or other unauthorized tampering with an ATM or the contents thereof, unless as set forth above, an investigation conclusively determines that a Diebold Nixdorf employee took or caused the funds to be taken while performing the Services at the ATM hereunder. However, before recovering such a loss from Diebold Nixdorf, Client will authorize Diebold Nixdorf to release copies of settlement sheets, outage reports, transaction reports, daily totals, etc., to be used in conjunction with the investigation.
- If Diebold Nixdorf should make any payment to Client or the Funding Institution hereunder, Diebold Nixdorf shall be subrogated to any rights to recover such funds that Client or its Funding Institution may have in connection therewith, and Client and its Funding Institution shall immediately reimburse Diebold Nixdorf the full amount that Diebold Nixdorf paid hereunder if such funds are subsequently recovered by either party hereto or if it is subsequently proven that Diebold Nixdorf was not responsible for such loss.
- Notwithstanding any other term or provision set forth above or otherwise in the Agreement, Diebold Nixdorf's maximum liability for the loss of the cash contents or other valuables contained in any Client ATM, whether arising under contract, tort or other form of action, shall not exceed \$150,000 per ATM per occurrence, including any legal fees and court costs incurred by Client.

LIMITATIONS OF LIABILITY PROVISIONS REGARDING CASH HANDLING

- i. Client acknowledges that Diebold Nixdorf is not an armored car company and does not maintain insurance coverage that is customarily obtained by an armored car company. Therefore, Client agrees that if any cash, funds or valuables (collectively "Funds") are lost, stolen, damaged or destroyed at any time and as a result of any cause, including but not limited to theft, casualty or natural occurrence, while in the possession, care, custody or control of the ACC, whether in transit or at the ACC's vault or other facility (an "ACC Loss"), Client shall look directly to the ACC and the ACC's insurance coverage and Client agrees that Diebold Nixdorf will not be responsible or liable for any such ACC Loss. For purposes of this Section Funds will be deemed to be in the ACC's possession, care, custody or control at any time after the funds have been picked up by the ACC from Client, from Client's Funding or Correspondent Institution, or from an ATM hereunder and until the funds have been delivered to or otherwise electronically transmitted to Client.
- ii. Although Diebold Nixdorf will not be responsible for the enforceability thereof or liable if any of the following insurance coverage is not enforceable or applicable to a loss suffered by Client hereunder, in an effort to protect Client's funds, Diebold Nixdorf will include a contract requirement that the ACC (i) obtain general liability insurance coverage in amount that is not less than Two Million Dollars (\$2,000,000.00) per occurrence, (ii) obtain general automobile liability insurance, covering owned, non-owned and hired vehicles of at least two million dollars (\$2,000,000) single limit per occurrence, (iii) obtain all risk cargo coverage on an aggregate value of not less than Twenty Million Dollars (\$20,000,000.00), a per truck level of coverage of not less than Five Million Dollars (\$5,000,000.00) and a per occurrence vault loss level of coverage of not less than Twenty Million Dollars (\$20,000,000.00), (iv) obtain and maintain crime insurance and/or fidelity bond coverage in an amount of not less than Ten Million Dollars (\$10,000,000.00). At Client's request, Diebold Nixdorf will procure a certificate of insurance verifying that the ACC has obtained such coverage.
- iii. As between Client and Diebold Nixdorf, Client agrees to first look solely to the ACC and the insurance or other assets of the ACC for recovery of any ACC Loss. However, Diebold Nixdorf agrees to reasonably cooperate with the Client in attempting to obtain recovery of lost or stolen funds, and to assign to Client any rights that it may have with respect to any such ACC Loss of Client Funds. Notwithstanding the above however, Diebold Nixdorf shall not be required to commence litigation to recover such funds unless Diebold Nixdorf and Client agree in writing as to the manner in which such litigation is to be pursued and all costs and expenses thereof are to be borne by and paid by Client.

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- iv. In addition to the above, Diebold Nixdorf agrees to maintain additional contingent loss insurance coverage on Client Funds while in the ACC's care, custody and control, in a coverage amount of \$5,000,000.00. If Client is not able to fully recover any Funds as a result of an ACC Loss from the ACC and/or its insurer, Diebold Nixdorf will make a claim against such coverage and will use commercially reasonable efforts to recover such Funds. However, Diebold Nixdorf shall not be required to commence litigation to recover such funds unless Diebold Nixdorf and Client agree in writing as to the manner in which such litigation is to be pursued and all costs and expenses thereof are to be borne by and paid by Client. Notwithstanding the above, Diebold Nixdorf will not be liable for any deductible amount set forth in such coverage or if for any reason the insurer is not obligated to make any payment under an applicable exclusion or otherwise. In any and all instances hereunder, Diebold Nixdorf's sole responsibility and Client's sole and exclusive right or recourse against Diebold Nixdorf in connection with any ACC loss will be for Diebold Nixdorf to pay to Client such sums that it actually received from Diebold Nixdorf's insurer hereunder, up to the amount of Client's loss of Funds hereunder.
- v. Client agrees that if there should be a loss of any negotiable instruments or funds as a result of any of the Cash Handling or deposit pick up Services performed hereunder, Client agrees to diligently pursue all available options to mitigate such losses, including but not limited to completing all document/instrument reconstruction efforts and where available exhaust all Client account charge back and/or other recovery options that may be available under the electronic funds transfer act or other clearing house rules related to any instruments or commercial paper that may be lost, damaged or destroyed hereunder. In any and all instances hereunder, Diebold Nixdorf's and the ACC's sole and exclusive obligation and liability with respect to any such loss or damage to any negotiable instruments, data or documents, and Client's sole and exclusive right and remedy in connection therewith shall be for Diebold Nixdorf to pay for reasonable and verified out of pocket expenses incurred by Client in mitigating such losses.

FREQUENCY OF SERVICE

Notwithstanding any other provision of the Agreement, if Client is not otherwise in breach of this Agreement, Client and Diebold Nixdorf may agree to adjust the frequency of cash handling services through email confirmation as set forth herein, without the execution of a separate written contract amendment. Client may request an adjustment to the frequency of cash handling services provided by Diebold Nixdorf during the term of this Agreement by email request to such contact person as may be designated by Diebold Nixdorf for such purpose from time to time. If Diebold Nixdorf, in its sole discretion, accepts the modification as requested by Client, Diebold Nixdorf shall confirm its acceptance of the modification by return email to Client. Client hereby acknowledges and agrees that in the event the frequency of cash handling services is increased, Diebold Nixdorf may equitably adjust the Cash Handling Fee.