

## CASH HANDLING SERVICES SPECIFIC TO CONTRACTED CASH FORECASTING AND OPTIMIZATION SERVICES

This exhibit describes DN's Cash Handling Services ("CHS"), referring to the physical treatment of Customer's currency and is subject to the other terms and conditions that are referenced in the Ordering Document, including DN's General Terms and Conditions and other exhibits as applicable. DN performs CHS through a contracted CIT Vendor. Capitalized terms used herein and not otherwise defined have the meanings listed in the Definitions section below.

### 1. SERVICE PREREQUISITES

This specific CHS exhibit requires Customer to also have contracted for DN's Cash Forecasting and Optimization ("CFO") service. Customer will also fulfill its responsibilities as listed in Section 4 below. The parties will agree to technical requirements and any additional Customer obligations in a separately signed document if necessary. In the event Customer does not have all the service prerequisites, DN is not obligated to any specific performance level.

### 2. SCOPE OF SERVICES

**2.1** DN, via its CIT Vendor, will perform the CHS components specified in the Ordering Document for each listed Cashpoint. DN will subsequently monitor, track and manage cash-related CHS issues at each Cashpoint. All CHS are performed during the CIT Vendor's service hours, defined in the Service Plan. For the avoidance of doubt, the CIT Vendor, and never DN, will handle or transport Customer's cash or other Valuables. Any fees intended to be additional fees pursuant to the descriptions below, but not actually specified in the Ordering Document, shall be at DN's then-current rates.

**2.2** DN's CHS combines Service Components, defined in Section 3, agreed to and specified in the Ordering Document, to include generally:

**2.3 Replenishment** combines Secure Transport (per Section 3.1), Vaulting (per Section 3.2), Cash Packing (per Section 3.3), Cash Loading (per Section 3.4), Settlement Procedure (per Section 3.6), and Cash Counting (per Section 3.7) in accordance with the service cadence (static or variable) defined for each Cashpoint in the Ordering Document, and the load amount determined by the output of the CFO service.

**2.4 Deposit Pull** combines Deposit Removal (per Section 3.5) and Cash Counting (per Section 3.7) for deposit items and Check Handling (per Section 3.8), and may include Secure Transport (per Section 2.3). Deposit Pull may also include Replenishment. Customer's request for Deposit Pull on a non-Replenishment service day and regardless of DN's recommendation or Customer's requests, requires an additional Secure Transport (per Section 3.1) and is subject to additional fees, specified in the Ordering Document.

**2.5 Holiday Alternative** means Replenishment that DN will propose to Customer based on a CIT Vendor's holiday schedule that may replace a scheduled day of service that falls on a non-service day, e.g., public holiday, subject to Customer's approval and acceptance at no additional fee. If Customer rejects the proposed alternative day and submits a request for a day not included in the holiday schedule, the parties will record Customer's request as an **Unscheduled Replenishment**.

**2.6 Unscheduled Replenishment** means Replenishment that Customer requests to accommodate Customer's requirements, e.g., projects (IMAC/R) or overwriting the holiday schedule, at additional fees, as specified in the Ordering Document.

**2.7 Peak Replenishment** means Replenishment programmed in addition to regular cadence, e.g., to cover and account for predictable high-cash needs in peak season at negotiated fees when pre-scheduled, as defined in the Ordering Document. The parties will record Customer's request for unscheduled Peak Replenishment as an **Unscheduled Replenishment** (per Section 2.6).

**2.8 Emergency Replenishment** means unscheduled Replenishment with a short lead-time, requiring emergency cash. Emergency Replenishment is performed at no additional fee when DN deems it necessary to avoid out-of-cash incidents, except if the need results from an unforeseeable Cashpoint usage peak, for which the parties will record as an **Emergency Replenishment (Peak)**, subject to additional fees specified in the Ordering Document and Customer having the appropriate emergency cash inventory established in advance.

**2.9 ATM Cash Reconciliation** means, by using CFO and CIT Vendor information, supporting Customer with Cash Reconciliation (per Section 3.9) for ATM cash in the CHS managed Cashpoint, subject to the additional fees specified in the Ordering Document.

**2.10 Vault Cash Inventory Management** means, using the output from CFO Service, to plan and supervise CHS managed Vault Cash Inventory (per Section 3.2) and support Customer to reconcile ATM cash in the Vault Cash Inventory ("Vault Cash Reconciliation"), subject to additional fees specified in Ordering Document.

### 3. SERVICE COMPONENTS, DEFINITIONS, AND DESCRIPTORS

DN's CHS is comprised of Service Components, or building blocks, that DN's CIT Vendor may perform, if the parties agree upon the specific services and Cashpoints in the Ordering Document. The Service Components are as follows:



**3.1 Secure Transport** means the transport of Valuables using industry-standard protection, except ink-dye. All transport is performed between designated locations.

**3.2 Vaulting** means the regular warehousing of currency and optionally other Valuables in a centralized vault location (also referred to as a “cash center”), and activities to add or remove currency in transit to or from the cash funding institution (referred to as “bulk cash”) to maintain or adjust the stock level (“Vault Cash Inventory”, or “VCI”) in compliance with Customer-provided parameters (and optionally controlled through DN’s “Vault Cash Inventory Management” services per Section 2.10). Unless defined in the Service Plan, Customer owns and provides its currency in sufficient quality (i.e., “ATM Fit”) and quantity by denomination. If Customer performs any of the vaulting, the parties will record Customer’s obligation in the Service Plan and specify any in-scope DN Vaulting, not performed by Customer, in the Ordering Document.

**3.3 Cash Packing** or “Cash Preparation” means to fill Customer-provided transportable canisters (i.e., “cassettes”) or sealed bags (also referred to as “safebags”) with currency, provided through Vaulting services (per Section 3.2), for Secure Transport (per Section 3.1) to the target location. The parties will define the packing type in the Service Plan.

**3.4 Cash Loading** means authorized access to Cashpoint safe, to either: (i) add currency to residual cash stored in dispensing canisters (referred to as a “Cash Add”); (ii) remove all residual cash before loading currency into the same canisters in Cashpoint (a “Cash Swap”); or (iii) replace cassettes in Cashpoint with cassettes pre-loaded with currency in a centralized vault location (also referred to as a “cash center”) and transported to a Cashpoint (a “Cassette Swap”). Cash Loading includes removal of currency removed from reject, retract, or other technical canisters (also referred to as “purge cash”), and other “return items” such as captured cards and settlement information printed or digital. The CIT Vendor will further handle such return items in the manner selected by Customer, on a commercially reasonable basis. Cash Loading may include the replenishment of Customer-supplied “consumables” (e.g. receipt paper, journal rolls, envelopes, excluding ink cartridges) that are provided by Customer at the vaulting location, if selected by Customer in the Ordering Document. If the consumable is not available during the time of the service call, as mutually agreed upon by the parties, the CIT Vendor may provide that consumable at additional fees.

**3.5 Deposit Removal** means clearing of items removed from dedicated deposit canisters (including envelopes, checks, and foreign currencies) from special canisters (referred to as a “Deposit Cassette” or an “All-In Box”) in Cashpoints equipped with deposit function.

**3.6 Settlement Procedure** means to obtain receipts (“Settlement Statement”) from a Cashpoint and the necessary activities to accordingly update ATM counters by entering the new beginning balance, and, if required, the resetting of control devices at the Cashpoint (referred to as “Financial Replenishment”). The Settlement Statement relates to the Cashpoints’ machine counters, such as: beginning balance, withdrawals and/or deposits totals within the settlement cycle and ending balance. Settlement Procedure is performed according to agreed-upon settlement instructions through collaboration among Customer, network provider, and DN (such instructions referred to as the “Settlement Instruction” or the “Reference Card”). Settlement Statement may be provided to Customer as part of Cash Counting (per Section 3.7), if not automatically submitted by the Cashpoints (i.e., via “Electronic Journal”).

**3.7 Cash Counting** means the physical counting of residual cash, currency removed from reject, retract, or other technical canisters (also referred to as “purge cash”), if applicable, other items removed from dedicated deposit canisters at the vaulting location. The CIT Vendor will provide to Customer the counting results by currency and denomination (referred to as “CIT Reporting” or “CIT Paperwork”), as specified in the Service Plan.

**3.8 Check Handling** means (i) delivery or shipment of removed checks to the agreed upon location (referred to as “Check Delivery”); or (ii) storage and secure destruction after the retention time defined in the Service Plan (referred to as “Check Storage”), and upon request, for singular checks only, scan or ship to Customer’s defined destination, subject to a separate fee.

**3.9 Cash Reconciliation** means supporting Customer’s reconciliation process with an additional (2-way) verification of Cashpoint currency by comparing datapoints in CIT Reporting (physical count, per Section 3.7) and Settlement Statement (machine counters, per Section 3.6) for a Cash Discrepancy, meaning a currency variance that has not been confirmed by Customer. Customer’s formal confirmation of a Cash Discrepancy in Customer’s general ledger will result in a Cash Difference.

**3.10. Loss Investigation Support** means supporting Customer’s investigation process. The Service Plan will provide governance for currency shortages and overages, including: (i) upon finding a Cash Discrepancy (per Section 3.9), DN, Customer, the CIT Vendor, or the cash funding institution (i.e., the funding source) will use best commercial efforts to immediately notify the other parties; and (ii) for a Cash Difference (per Section 3.9), DN will reasonably assist in conducting loss investigations and, if the Cash Difference cannot be resolved “on paper”, will reasonably cooperate with Customer to provide necessary data for purposes of, on Customer’s behalf, filing a recovery claim (also referred as an “ATM Loss Claim”) with the CIT Vendor or the cash funding institution.

#### **4. CUSTOMER SUPPORTING ACTIVITIES**

**4.1** Support DN’s endeavors to provide the CIT Vendor with all needed information, especially Settlement Instructions (i.e., “Reference Cards”) per Section 3.6, identification procedures, and access to location, etc.

**4.2** Inform DN about all known circumstances that may impact service execution or create any operational or security risk.

**4.3** Inform DN with sufficient lead time of no less than two weeks about changes in configuration of fleet or other operationally relevant parameters.

**4.4** Maintain sufficient liquidity to comply with cash requirements in the vaulting location(s), to facilitate regular and unscheduled CHS with sufficient local Vault Cash Inventory (per Section 3.2).

**4.5** Ensure that the cash or valuables within the Serviced Equipment are secured by an auditable, electronic lock; and that no other third party will have access to the Serviced Equipment. Customer agrees to the terms and conditions of DN's Cash Liability and Claims exhibit regarding the allocation and limitation of liability for physical cash losses.

**4.6** Provide DN with written settlement and security procedures to be followed relative to balancing, access and security of the Serviced Equipment. Such procedures shall be identical as issued to and followed by Customer's own employees.

**4.7** Provide at no cost to DN all necessary sets of keys, alarm codes/instructions, access codes/cards or any other items required by DN (based on the number of DN technicians that may be performing services hereunder) to perform services, including free and clear access to the Serviced Equipment. DN agrees to maintain such keys and other security devices in confidence and will take steps to reasonably ensure that they are maintained in a secure and confidential manner.

## **5. OUT OF SCOPE**

The parties will define the CHS scope in the Ordering Document. For the avoidance of doubt, the items below are out of scope.

**5.1** Ownership of cash or other Valuables

**5.2** Customer-performed cash duties (e.g. vaulting) and general ledger reconciliations.

**5.3** End-to-End IBNS (intelligent banknote neutralization systems, e.g. ink-dye).

**5.4** Supplementary preparation services, i.e. specialized conditioning of banknotes.

**5.5** Consumer claims-handling obligations (e.g. Reg-E).

**5.6** First Line Maintenance and/or related services.

**5.7** Customer-requested customized reports, beyond DN's standard reporting, and other unspecified CIT services.

**5.8** Material Departure from CFO Trend Baseline. When there is (i) a sustained increase in ATM usage pattern (measured as average daily turnover in last three months ("Actual Trend") versus the same period the year before ("Trend Baseline"), with Actual Trend being 20% or more above Trend Baseline); or (ii) unusual high volatility (50% or more above weekly average), DN is not responsible for Emergency Replenishment (per Section 2.8) or implementation of further Peak Replenishment (per Section 2.7) until the parties agree to and adjust the Ordering Document to reflect the increase in ATM usage pattern.

For clarity, the parties may specify certain Customer-performed duties in the Service Plan and specify in-scope obligations on the Ordering Document where Customer agrees that DN, via its CIT Vendor, alone will perform the duty. Customer and DN will not overlap cash duties at any Cashpoint.

## **6. SERVICE PLAN AND ORDERING DOCUMENT**

**6.1 Service Plan.** DN and Customer will develop a Service Plan that outlines the service parameters for CHS (including master data and configuration options), a transition plan, each party's contacts, project governance, timelines, and a Change Management process. All communications and documentation will be in English.

**6.2 Cash Services Ordering Document.** The Ordering Document or Service Plan will define the CHS parameters at each listed Cashpoint by type and location, at minimum:

- Service Frequency ("cadence") – static schedule (weekdays, by agreed-upon frequency); or variable schedule (defined by CFO)
- Load Amounts – variable amounts based on output from CFO
- Service Type/Scope (Replenishment, Deposit Pull (per Section 2.4), Peak Replenishment (per Section 2.7), Cassette Swap (per Section 3.4), Cash Swap (per Section 3.4), etc.)
- Assigned service locations (Cashpoint address with assignment to CIT Vendor depot, a centralized vault location (also referred to as a "cash center," operated by Customer or CIT Vendor), distance zone, etc.)

Prior to CHS commencement, the parties will agree to the type of communication for order instructions (transfer method, timelines, etc.) of any variable parameters (dynamic schedule, variable load amounts).

**6.3 Change Management for Cash Service Schedule:** The parties may agree to and adjust the Ordering Document through email confirmation, without the execution of an amendment. DN may also recommend a frequency adjustment and corresponding pricing adjustment for CHS in an email to Customer's contact listed in the Service Plan. Customer, in its sole discretion, may accept DN's requested modification, by confirming its acceptance and submitting an executed updated Ordering Document via email to DN.

**6.4 CIT Vendor Agreement.** DN must have a current agreement with a CIT Vendor who is willing to perform the CHS components that DN and Customer specify in the Ordering Document. If the CIT Vendor terminates its DN agreement or if the CIT Vendor materially increases its pricing, DN will notify Customer and use best commercial efforts to identify and propose alternatives, which may result in a price adjustment. If Customer rejects the proposal or if DN cannot provide an alternative offer, the parties will terminate CHS without liability to DN, concurrent with the termination of the agreement or price increase between the CIT Vendor and DN. DN agrees to work with Customer in good faith and on a commercially reasonable basis to coordinate any such termination, including transition to an alternative vendor selected by Customer.

## **7. SERVICE REPORTING AND KEY PERFORMANCE INDICATORS**

Any applicable Service Levels or Key Performance Indicators are specified in the Ordering Document or will be otherwise provided upon request.

## **8. DEFINITIONS**

“Cashpoint” means Serviced Equipment supported by DN’s CHS such as: (i) cash dispensing ATM, (ii) cash and check deposit machine, (iii) multi-functional terminal for cash dispensing and cash and check deposit, and (iv) self-service cash recycling system, all assigned to vault cash inventory in the cash processing center.

“CFO” means DN’s Cash Forecasting and Optimization Service, the terms and conditions of which are specified in a separate exhibit.

“CIT Vendor” means the cash-in-transit vendor or an armored car carrier (“ACC”).

“Ordering Document” means the document executed by Customer that identifies the specific quantities, charges, and other applicable terms and conditions (including other exhibits) of Customer’s order of DN products, software and/or services, as they relate to this exhibit. The Order Document may be comprised of a Cash Service Schedule (CHS tasks per listed Cashpoint) and a corresponding Price Sheet (CHS prices relating to Cash Service Schedule), or these may be combined into one document.

“Replenishment” is defined in Section 2.3.

“Service Plan” is defined in Section 6.1.

“Serviced Equipment” means the specific equipment that is under contract for the DN services described in this exhibit.

“Valuables” means: (i) currency to be loaded into a Cashpoint; (ii) residing currency (also referred to as “residual cash”) removed from dispensing cassettes; (iii) currency removed from reject, retract, or other technical canisters (also referred to as “purge cash”); (iv) items removed from dedicated deposit canisters and other “return items” such as captured cards and settlement information printed or digital; and (v) currency in transit to or from the cash funding institution (i.e., the funding source), referred to as “bulk cash.”