

CIT PERFORMANCE MANAGEMENT SERVICES

This exhibit describes DN's CIT Performance Management Services ("CPM") as an agency model, referring to the manner in which DN identifies and mitigates, as Customer's agent, specified performance issues arising from Customer's cash in transit vendor ("CIT"). This exhibit 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's CPM Service applies to the Customer's independently contracted CIT only. Capitalized terms used herein and not otherwise defined have the meanings listed in the Definitions section below.

1. SERVICE PREREQUISITES

1.1 Governance and Service. Customer must fulfill the technical and governance requirements set forth in the Customer Responsibilities in Section 3 and shall also have contracted for the following DN Self-Service Fleet Management Services:

- Monitoring & Event Management, or a mutually agreed alternative for compliant cash data feed ("Inventory Messages").
- Cash Forecasting and Optimization, or a mutually agreed service.

1.2 CIT Vendor Agreement. Customer must have a current vendor service agreement with a CIT.

1.3 General. The parties will agree to technical requirements and 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 CIT Performance Control. For subscribed Serviced Equipment with compliant Inventory Messages, DN will use Inventory Messages in cash management software to monitor the status of Cash Service execution by CIT Serviced Equipment.

2.2 Escalation. As Customer's agent, DN will communicate with CIT and manage the follow-up activities in case of service deviations. DN will organize and supervise tasks in daily operations towards Customer-mandated CIT.

2.2.1 Intervention. In the event of operational performance issues or deviations in service execution, DN will be responsible for communicating with the CIT through trained personnel to control corrective actions.

2.2.2 Standard Assumption. DN's CPM Service assumes that a maximum of 5% of Cash Services will require DN's intervention. If more than 5% of CIT's Cash Services require intervention, DN may invoice Customer for reasonable additional costs incurred.

2.3 CIT Service Schedule Management for Standing Orders (Static Schedule).

2.3.1 Schedule Conflicts. DN will determine in advance conflicts in schedule (e.g. public holidays) and work with CIT to search for alternative dates.

2.3.2 Schedule Optimization. The parties will periodically review static schedules for Cash Services and operational parameters to improve optimization. When optimization potentials are identified, DN will propose alternative schedules, better adjusted to demand and work with Customer to eliminate logistical limitations, where possible.

2.4 CIT Service Quality Reporting. DN will provide CIT service quality reporting for Cash Services listing CIT performance issues and providing status overview.

2.5 CIT Governance Support. DN will reasonably support Customer in CIT governance meetings to discuss service quality and measures for sustainable resolution of service problems.

2.6 Remedial Activities. DN will use reasonable commercial efforts to mitigate issues arising from CIT performance, and work with or collaborate with the CIT to resolve the issue. If reasonable troubleshooting activities have been exhausted, DN will inform the Customer of the issue.

2.7 Hours. CPM Service is performed, as a standard, from Monday through Friday, 0900 to 1700, local time, excluding holidays.

2.8 Miscellaneous.

2.8.1 For the avoidance of doubt, Customer's CIT, and never DN, will handle or transport Customer's cash or other Valuables.

2.8.2 Any CIT-specific fees arising during the Term of this CPM Service will be subject to Customer's agreement with its CIT. Any DN-specific additional fees that arise pursuant to Customer's request and the descriptions below, but not actually specified in the Ordering Document, shall be at DN's then-current rates.

3. CUSTOMER SUPPORTING ACTIVITIES

3.1 General. Customer will provide the following:

3.1.1 Per the prerequisite for Cash Forecasting and Optimization, support DN endeavors to establish and maintain sufficient Inventory Messages (or provide compliant data feed as agreed).

3.1.2 Provide and update DN with the most recent, relevant information specific to the CIT and its services under contract with Customer (e.g., service level agreement, service scope, CIT service cost, lead times, insurance limits, CIT service hours and schedules, etc.).



3.1.3 Customer shall undertake reasonable efforts to implement, via the CIT, commonly known or suggested improvements related to the service delivery; in adequate time, to remove constraints (highly restrictive sub-optimal schedules, order limits, ATM configurations, etc.); and to assist in mitigating CIT error.

3.1.4 Sufficiently contract CIT and Vault Cash provider, manage bank accounts, and maintain sufficient liquidity to comply with cash requirements in vaulting location(s), to facilitate regular and emergency Cash Services with sufficient inventory, and provide CIT with all known and available relevant information and materials (keys, alarm codes, etc.).

3.2 Agency-Specific Activities. Customer will complete or perform the following:

3.2.1 Customer will inform CIT of the following:

- (i) Customer has engaged DN to act as Customer's agent to provide certain performance management services, including coordinating with Customer's CIT to manage a CIT's provision of cash handling services to Serviced Equipment on Customer's behalf;
- (ii) DN has contractual obligations as Customer's agent; and
- (iii) any relevant considerations (e.g. adjusted responsibilities, changes to data interchanges or lines of communications) arising from of DN's role in providing CPM.

3.2.2 Customer appoints DN as its authorized and exclusive (for the agreed term and area) agent to manage Customer's mandated CITs and hereby sets forth additional terms and conditions pursuant to which DN and/or its permitted Subcontractors will deliver the CPM.

3.2.3 Customer will share with DN all information regarding service levels and service times and any other applicable terms and conditions as contracted with Customer's CIT.

3.2.4 Customer will take reasonable efforts to ensure that Customer's CITs work with DN.

3.2.5 Customer will provide DN with a communication matrix containing required details for contacts, reachable within the hours of coverage.

3.2.6 For any CIT Issue requiring legal action against or settlement with a CIT, all payments will be directly between Customer and CIT.

3.2.7 Customer will remain responsible for back office activities such as management of its general ledger, account reconciliation, and dispute management, unless Customer engages DN for the specific services.

4. JOINT RESPONSIBILITIES

DN and Customer will jointly engage in and manage the following:

4.1 Set Up and Change Management. DN will work with Customer to:

4.1.1 Collect and set-up Customer master data and configuration parameters in the cash management software.

4.1.2 Perform Customer-requested configuration changes according to agreed change management process.

4.1.3 Any optional service will be managed as a Change Request. The only optional service is for a set-up connection (e.g., SFTP) to securely transfer Cash Service orders in DN standard or bespoke file format to CIT location(s).

5. OUT OF SCOPE

Any requests for items not listed in scope, or deviations from DN's standard offer, will require a Change Request document or separate agreement and Customer signature. Additional charges may apply and will be documented on a Change Request form.

5.1 For the avoidance of doubt, the items below are out of scope.

5.1.1 CIT services (Cash Handling)

5.1.2 Ownership of cash or other Valuables.

5.1.3 Cash liability or any type of cash loss or balance discrepancy.

5.1.4 CIT errors (e.g., broken equipment, delay in service) or any failure in CIT service.

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

5.1.6 Supplementary preparation services, i.e., specialized conditioning of banknotes.

5.1.7 Customer-performed cash duties (e.g., vaulting), Equipment account management, and general ledger reconciliations.

5.1.8 Consumer claims-handling obligations (e.g., Reg-E).

5.1.9 First Line Maintenance and/or related services.

5.1.10 Reconciliation work (e.g. for cash accounts, transactional network or scheme balancing and reconciliation).

5.1.11 Responsibility for any cash losses or balance discrepancies, including any Cash Services investigated by DN. Security investigations into any loss that does not involve or relate to DN maintenance specific Services on site.

5.1.12 Customer-requested customized reports, beyond DN's standard reporting, and other unspecified CIT services such as billed-work tasks regarding consumables or FirstLine Maintenance services.

5.1.13 Costs associated to developing or changing any file transfers or reporting, due to CIT vendor requirements or changes.

For clarity, the parties may specify certain (out-of-scope) Customer-performed duties in the Service Plan and ensure that Customer and DN will avoid overlap or conflict in any CIT performance management duties at any Serviced Equipment.

6. SERVICE PLAN

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

6.1.1 CIT Service Schedule. The Service Plan defines in detail the CPM for Customer's CIT parameters at each listed Service Equipment by type and location, at minimum regarding the CIT's services or tasks:

- Service Frequency ("cadence") – static schedule (weekdays, by agreed-upon frequency)
- Load Amounts – fixed amounts (by denomination if needed, and linked to cadence), or variable amounts
- Service Type/Scope (i.e., Replenishment, Deposit Pull, Peak Replenishment, Cassette Swap, Cash Swap, etc.)
- Assigned service locations (Serviced Equipment address with assignment to CIT depot, a centralized vault location (also referred to as a "cash center," operated by Customer or its CIT), distance zone, etc.)

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

6.2 Change of CIT Schedule. The parties may agree to adjust the Service Plan, subject to Customer's approval and consent from Customer's CIT.

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

"CIT" means the Customer employed 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.

"Serviced Equipment" means the Equipment, connected cash devices that provide compliant Inventory Messages, that is specified in an Ordering Document as receiving the CPM Service.

"Valuables" means: (i) currency to be loaded into a Serviced Equipment; (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."