



CASH LIABILITY AND CLAIMS

This exhibit describes the provisions governing **Cash Liability and Claims** (“**Cash Liability**”). In connection with DN's performing Cash Handling or Maintenance Services, as applicable, the following terms and provisions shall apply.

- 1. Incidents and Investigations.** If Customer finds any discrepancy in its cash inventory: (a) Differences of \$350.00 or less are the responsibility of Customer, unless proven through clear and convincing evidence that DN or its subcontractor solely caused the difference; (b) Following Customer's due diligence and validation of a physical cash loss exceeding \$350, Customer will submit a complete claim package to DN by electronic submission via investigate@dieboldnixdorf.com within thirty (30) days from the last day of the balancing period during which the actual loss occurred. If Customer has contracted directly with a cash-in-transit vendor, i.e. armored car cash carrier (a “CIT Vendor”) for Cash Handling Services, the CIT Vendor has the primary investigative responsibility for such losses and Customer must submit the CIT Vendor's investigation conclusion, as part of a complete claim package. DN has 45 days from receipt of a complete claim package to perform its investigation and may extend the investigation for an additional 30 days. Customer will submit to DN a monthly report of ATM overages which includes ATM numbers, amounts of overage and any other information DN may need to determine if any discrepancy is related to an overage. DN will submit a resolution to Customer upon completion of DN's investigation. If Customer, its employees or subcontractors fail to cooperate with the investigation, Customer does not submit a complete claim package or the DN-required documentation to support the investigation is not received by DN within the thirty (30) day submission requirement, the claim will be closed and denied. If DN determines DN is liable for a claim, DN will pay Customer within thirty (30) days of investigation resolution. DN will provide complete claim package requirements, upon Customer request.
- 2. Allocation of Liability.** (a) If the investigation described above proves by clear and convincing evidence that an employee or subcontractor of DN (including the CIT Vendor, if DN contracted directly with the CIT Vendor) is responsible for the loss of funds in question then, solely as between DN and Customer, DN will bear such loss. (b) If the investigation proves by clear and convincing evidence that the loss was caused by Customer or a Customer employee, agent or subcontractor (including the CIT Vendor, if Customer contracted directly with the CIT Vendor), then, solely as between DN and Customer, Customer will bear such loss. (c) If root cause for a loss cannot be determined, the loss is not a CIT Vendor Loss as defined below, and the loss remains unexplained, the following applies: If the CIT Vendor is contracted by DN and Customer did not have access, DN will bear 100% of the loss. If the CIT Vendor is contracted by Customer and DN did not have access, Customer will bear 100% of the loss. If the CIT Vendor is contracted by a party that did not have access, the party that did have access and the CIT Vendor will bear the loss equally (50/50). If DN and Customer had access, but the CIT Vendor did not have access (e.g., a branch-loaded ATM), DN and Customer will bear the loss equally (50/50). If all three parties (Customer, DN and the CIT Vendor) had access, regardless of who holds the contract with CIT Vendor, the three parties will bear the loss equally. (d) Customer is responsible for any loss resulting from an ATM break-in or other unauthorized tampering with an ATM or its contents, unless an investigation conclusively determines that a DN employee took or caused the funds to be taken while performing the Services at the ATM. (e) If DN makes any payment to Customer or the provider of the cash (the “Funding Institution”), DN will be subrogated to any rights to recover such funds that Customer or its Funding Institution may have, and Customer and its Funding Institution will immediately reimburse DN the full amount that DN paid if such funds are subsequently recovered by either party or if it is subsequently proven that DN was not responsible for such loss. (f) DN's maximum liability for the loss of the cash contents or other valuables contained in any Customer ATM, is the amount of the cash load prior to the loss, not to exceed \$150,000 per ATM per occurrence.
- 3. Limitation of Liability; Other.** (a) Customer acknowledges that DN is not an armored car company and does not maintain insurance coverage that is customarily obtained by an armored car company. Customer 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 theft, casualty or natural occurrence, while in the possession, care, custody or control of the CIT Vendor or a CIT Vendor misload (each a “CIT Vendor Loss”), Customer will look directly to the CIT Vendor and the CIT Vendor's insurance coverage and DN will not be responsible or liable for any such CIT Vendor Loss. Customer acknowledges that by its use of the Cash Handling Services, Customer agrees to use of the CIT Vendor selected by DN. Funds will be deemed to be in the CIT Vendor's possession, care, custody or control at any time after the funds have been picked up by the CIT Vendor from Customer, from Customer's Funding Institution, or from an ATM, until the funds have been delivered to or otherwise electronically transmitted to Customer. Customer acknowledges that neither DN nor the CIT Vendor is responsible for losses in the event of equipment malfunctions, third party acts (including criminal acts), or other circumstances not caused by DN or CIT Vendor or beyond their respective reasonable control.

(b) In an effort to protect Customer's funds, if DN holds the contract with the CIT Vendor, DN will include a contract requirement that the CIT Vendor maintain insurance coverage with respect to its services. At Customer's request, DN will procure a certificate of insurance verifying that the CIT Vendor has obtained such coverage. However, DN will not be responsible for the enforceability of such insurance or liable if the insurance coverage is not enforceable.

(c) DN agrees to reasonably cooperate with the Customer in attempting to obtain recovery of lost or stolen funds, and to assign to Customer any rights that it may have with respect to any such CIT Vendor Loss. DN is not be required to commence litigation to recover such funds unless DN and Customer agree in writing as to the manner in which such litigation is to be pursued, and all costs and expenses are to be borne by and paid by Customer.

(d) If DN holds the contract with the CIT Vendor and Customer is not able to fully recover any Funds as a result of a CIT Vendor Loss from the CIT Vendor and/or its insurer, DN will make a claim against such coverage, if possible, and will use commercially reasonable efforts to recover such Funds. However, DN is not be required to commence litigation to recover such funds unless DN and Customer agree in writing as to the manner in which such litigation is to be pursued and all costs and expenses are to be borne by and paid by Customer. DN 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. DN's sole responsibility and Customer's sole and exclusive right or recourse against DN in connection with any CIT Vendor Loss will be for DN to pay to Customer such sums that it actually receives from DN's insurer, up to the amount of Customer's loss of Funds hereunder.

(e) Customer agrees that if there should be a loss of any negotiable instruments or funds as a result of any of the Cash Handling Service including deposit pick up Services performed, Customer 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 Customer 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.

(f) DN is be excused from liability for CIT performance in the event DN reasonably determines that Cash Forecasting and Optimization and CIT Performance Management services are necessary for DN to supervise the CIT properly.

(g) Customer will maintain, at its own cost, an electronic access lock acceptable to DN and the relevant CIT vendor, as agreed by the parties in writing.