

BRINK'S CONNECT TRANSPORTATION CONTRACT

This contract is made on the _____ day of _____ 20____ between the **Brink's Global Services** company designated on the signature line below and
Address: _____ Phone: _____ Fax: _____ E-mail address: _____

I. DEFINITIONS. The meanings of capitalized words used in this Contract are a part of this Contract as follows:

1. "Brink's" means the Brink's Global Services affiliated company indicated on the signature line of this Contract, its authorized agents or independent subcontractors or Carriers. Brink's is a private, contract carrier and not a common carrier or a bailee under this Contract. Brink's is not an air carrier or an indirect air carrier for purposes of the Convention.
2. "Brink's Liability" means the responsibility assumed by Brink's under the terms of this Contract during the course of providing Service as further defined by the terms and limitations of this Contract.
3. "Carrier" means an independent carrier that may be designated by Brink's to perform the transportation services provided hereunder.
4. "Contract" means the agreement set forth in this document and any other documents provided by Brink's or its agents that refer specifically to this Contract or are issued pursuant to this Contract such as, for example, air waybills, collection notices, receipts, riders, etc., all of which are a part of the agreement between You and Brink's.
5. "CMR" means the Convention on the Contract for the International Carriage of Goods by Road signed at Geneva, 19th May 1956.
6. "Convention" means, unless the context requires otherwise, whichever of the following is applicable to the Contract: (a) The Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Warsaw, 12 October 1929 (hereinafter the "Warsaw Convention"); (b) The Warsaw Convention as amended at The Hague, 28th September 1955; (c) The Warsaw Convention as amended by Additional Protocol No. 1 of Montreal 1975; (d) The Warsaw Convention as amended at The Hague 1955 and by Additional Protocol No. 2 of Montreal 1975; (e) The Warsaw Convention as amended at The Hague 1955 and by Protocol No. 4 of Montreal 1975; (f) The Montreal Convention of 1999 (hereinafter the "Montreal Convention"); (g) Any future amendments to the Warsaw or Montreal Conventions which may take effect from time to time.
7. "Destination" and "Consignee" means the recipient or receiving location designated by You as the completion point of the Service that Brink's is providing to You as described in this Contract.
8. "Door" means the premises designated by You for pick-up and/or delivery.
9. "Property" means the commodity or commodities described in Art. II.5. below.
10. "Service" means Door to Door Services offered by Brink's by air, land or sea.
11. "Shipment" means one or more sealed container(s) of Property collected or received by Brink's under a single waybill number at the same time at a single location, that are to be delivered to a single Destination.
12. "You", "Your", "Yourself" or "Customer" means the sender, or the party who requests the Service from Brink's, its employees, agents and representatives.

II. CUSTOMER REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION OF BRINK'S. By signing this Contract, You agree to all of the terms of this Contract on behalf of Yourself and any third party with an interest in the Shipment. You further represent, warrant and/or undertake, as the case may be, to the following, as a condition precedent to Brink's Liability for any Shipment:

1. You are either the beneficial owner or authorized agent of the beneficial owner of the Property being shipped.
2. You are authorized to designate the Service and accept the terms of this Contract on behalf of Yourself 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 of You to the terms of this Contract.
3. You will ship only in name of the entity signing this Contract.
4. Unless You use www.brinksglobal.com to initiate each Shipment, You are required to obtain a shipment authorization number directly from Brink's for each Shipment prior to pick up by Brink's. You are responsible to comply with all Carrier's terms except to the extent such terms are in direct conflict with this Contract. A breach of Carrier's terms voids Brink's Liability hereunder.
5. The Property contained in a Shipment consists only of one or more of the following commodities or items: unset precious or semi-precious stones or gems, pearls, diamonds, precious metals, alloys, jewelry with or without diamonds, precious or semi-precious stones or gems or pearls, and watches or watch parts, with or without diamonds, precious or semi-precious stones or gems or pearls. No other types of commodities or items will be placed in a Shipment.
6. **Unless otherwise agreed to by Brink's in writing, under no circumstance shall Shipments transported by You in a day exceed the limits set out herein below. In the event the total value of Shipments exceeds the maximum amount set forth in the table herein below, Brink's liability for loss of such Shipments shall be the lesser of (a) the total of all charges payable by You to Brink's for such Shipment(s) or (b) U.S. \$100.**

Region	Value limit per shipment	Aggregate value limit for all Shipments to any one Consignee on any one day
USA	\$50k	\$50k
Rest of world	\$50k	\$100k
France	\$50k	\$50k
Israel	\$75k	\$300k

7. You have notified the Consignee of the Shipment, its contents and tracking number, and the Consignee will be available to accept delivery.
8. You will not designate a Brink's or Carrier location as the Destination and You will not place a Shipment at any Carrier's drop-off box or any Carrier's third party retail location. You will only tender Shipments directly to Brink's or Carrier's authorized personnel, or directly to a Brink's facility or the Carrier's stand-alone facility.
9. You must comply with Brink's additional terms contained in the Brink's Connect Service Guide, as may be revised from time to time and distributed to You. A copy of the current Brink's Connect Service Guide is attached hereto and incorporated herein by reference. In the event there are any conflicting terms between the Brink's Connect Service Guide and this Contract, the Service Guide shall prevail. The terms of this Contract and the Brink's Connect Service Guide shall prevail over any other written documents that may be provided by Brink's, You or the Consignee.
10. You will not ship Collect-on-Delivery ("COD"), unless Brink's consents in writing prior to pick up of such a Shipment.
11. You have properly and accurately described the Property in the Shipment and declared its actual monetary value for customs purposes ("Customs Value"), if applicable. You must not declare any value for carriage purposes to the Carrier. The Shipment must be properly marked, addressed or otherwise identified and packed to ensure safe transportation during ordinary handling in transit. You agree to declare only to Brink's a value for each container in a Shipment, with a total value not to exceed the limits set out in Section II.6 per Shipment ("Declared Value"), unless a lower amount is specified in the Brink's Connect Service Guide.
12. You understand that providing a Declared Value significantly above or below the actual value of the Shipment, without the written consent of Brink's, may constitute fraud against Brink's.

13. You agree to be bound by the accuracy of all descriptions, valuations and other particulars furnished to Brink's for customs, consular and other purposes. You shall maintain all Shipment documentation and other records pertaining to the Shipment.
14. You will not cause and are not causing Brink's to transport or handle Property prohibited by the laws or regulations of any country to be transported from, to, or through, including stopping places.
15. You have secured all necessary permits, franchises, licenses or other authorizations required to lawfully effect the transport, export and import of the Property, whether transported internationally or domestically. You are responsible for ensuring that goods shipped internationally are acceptable for entry into the destination country. You are responsible to pay all charges for shipment to and return from countries where entry is not allowed.
16. The Property is not noxious, dangerous, hazardous, inflammable, explosive or otherwise likely to cause damage.
17. You are responsible for and warrant Your compliance with all applicable rules and regulations, including, but not limited to, customs laws, import, export and re-export laws and government regulations of any country to, from, or through which Your Shipment may be carried.
18. You agree to use www.brinksglobal.com or any automated shipping devices provided by or approved by Brink's Global Services designated on the signature line of this Contract. An agreement for the placement or use of any such shipping device shall be executed prior to such placement or use. Unless otherwise agreed with Brink's in writing, You acknowledge and agree that the use of handwritten or type-written waybill voids Brink's Liability hereunder. You shall not tender to Brink's or the Carrier any Shipment for which a request has not been generated in accordance with this section.
19. You agree to indemnify, hold harmless and defend Brink's from and against any and all damages, loss, expenses (including attorneys' fees), penalties, fines, liability or claims, made at any time, or presented in any manner by any person or entity with respect to and/or resulting directly or indirectly from the breach of any term(s) of this Contract, including but not limited to the foregoing representations, warranties and undertakings.

III. CUSTOMER RESPONSIBILITY FOR PACKAGING; COMPLIANCE WITH LAWS; CUSTOMS; DELIVERY ADDRESS; RECORDS; TAX ADVICE

A. **Responsibility for Packaging.** Unless otherwise stated in the Brink's Connect Service Guide, You are solely responsible for packaging the Property properly and in a manner that the Property is not susceptible to loss or damage during transit and as follows:

- (i) Property is packed inside a sealed box or container ("Interior Container") and then placed in a sealed exterior box, as described in (ii) below ("Exterior Box"), so the contents are not loose in the Exterior Box;
- (ii) the Exterior Box must be either the Carrier's exterior box, or an exterior box pre-approved by Brink's in writing.
- (iii) the Interior Container must be packed in the Exterior Box in a manner so that when shaken, the Exterior Box does not make any sound;
- (iv) the Shipment weight must not exceed the Carrier's Exterior Box maximum weight limit or, if applicable, the maximum weight limit of an Exterior Box pre-approved in writing by Brink's.
- (v) there must be no reference to diamond, jewelry, gems, watches, gold, silver, platinum or any other word or description on external labeling, marking or documentation which may identify the nature of the business of either the shipper or the Consignee, or the contents or bring attention to the valuable nature of the package.

Where such information is required by applicable international laws, a written authorization from Brink's is required to exclude subsection (iv). Notwithstanding subsection (iv), each Shipment must be clearly marked, addressed or otherwise identified to show its Consignee or Destination or to provide a reference to such information. Unless otherwise agreed with Brink's in writing, You are solely responsible for enclosing the Shipment in the packaging of the Carrier designated by Brink's for Your Shipment, and You must use and affix shipment labels in accordance with the Carrier's instructions and standards.

B. **Compliance with Laws.** You agree to furnish such information and complete such documents as are necessary to comply with applicable laws, rules and regulations. Brink's assumes no liability to You or any other person for any loss or expense due to Your failure to comply with this provision. Furthermore, You understand that civil and criminal penalties, including forfeiture and sale, may be imposed for making false or fraudulent statements or for the violation of certain applicable laws.

C. **Customs.** You will designate Your own customs broker for export control and customs purposes for which you will be responsible for payment. If you do not designate a customs broker, one will be designated for You by Brink's or the Carrier and You will be responsible for the additional costs incurred related to Your Shipments. You hereby certify that all statements and information contained in this Contract relating to customs declarations are true and correct.

D. **Delivery Address.** A Shipment under this Contract must be consigned to a commercial or a residential delivery address. You must request for a signature at delivery when initiating a Shipment.

E. **Records.** You will maintain complete and accurate accounting records related to the Service provided by Brink's to You and shall upon request from Brink's, provide such records to Brink's to resolve any disputes between You and Brink's.

F. **Tax Advice.** You understand and agree that Brink's is not providing any tax advice to You pursuant to the Agreement or the Service. You agree not to rely on Brink's for any tax advice and that You shall seek opinion from a legal or tax advisor regarding any application of duties or taxes pursuant to the Services or Your Shipments.

IV. AGREEMENT TO TERMS / CONVENTIONS, ETC.

A. **Agreement to Terms.** You understand and agree that Brink's has undertaken to provide the Service based upon the foregoing representations, warranties and undertakings made by You.

B. **Conventions, Etc.** If carriage by air involves an ultimate destination or stop in a country other than the country of departure, the Convention may be applicable. The Convention (an international treaty relating to the transportation of goods by air) governs and in most cases limits the liability of carriers in respect of loss of or damage or delay to cargo. If the Convention applies, then Brink's Liability for loss of or damage or delay to Your Shipment would usually be limited to approximately US\$9.07 per pound (US\$20.00 per kilogram), unless You declare a higher value for carriage and pay an additional charge. Notwithstanding any clause to the contrary, international carriage by road may be subject to the provisions of CMR. Brink's reserves the right to route the Shipment in any way that Brink's deems appropriate. Brink's reserves the right to route the Shipment to include stopping places but Brink's does not and will not agree to stopping places at the time when You tender the Shipment. Should the Shipment pass among or through the United States of America, You agree that none of the provisions of the Carmack Amendment (a U.S. law relating to motor carriers transporting freight between States of the United States as well as the U.S. overland portion of international moves) apply to any obligation of Brink's under this Contract and that this Contract governs the rights and responsibilities of You and of Brink's. Shipments passing through other countries by carriers other than air may be subject to similar local laws, to which, if permitted, Brink's reserves the right to limit applicability.

V. **USE OF SUBCONTRACTORS.** You understand and agree that Brink's may, in its absolute discretion, choose to perform the Services or any part of them itself, by its own employees, agents or by independent subcontractors or Carriers. Brink's obligations to You are not affected by that choice and Your rights and obligations remain as stated in this Contract. Every Brink's employee, agent, independent subcontractor or Carrier performing services relating to Your Shipment is entitled to the benefit of every limitation and defense to which Brink's is entitled under this Contract. If a Carrier will be used, Brink's reserves the right in its sole discretion to select the Carrier and advise you of approved Carriers for use under this Contract. Any use of a Carrier not designated by Brink's will void Brink's Liability under this Contract.

VI. RESPONSIBILITY FOR PAYMENT; GRANTING OF LIEN.

A. You agree to pay when due all charges agreed between You and Brink's or otherwise imposed on or incurred by Brink's related to the Service, including charges for storage prior to disposition, transportation charges, duties, customs assessments, governmental penalties and fines, taxes and other costs and any legal fees and legal costs incurred by Brink's in collecting payment from You or relating to Your Shipment without deferment, reduction or set-

off on account of any claim, counterclaim, indemnity or set-off. You understand and agree that If You fail to pay any charges or other monies immediately when due, all and any sums which You are to pay to Brink's shall become immediately due and owing notwithstanding any counter claim, credit term or deferment agreement which may have been agreed. Brink's reserves the right to pursue payment of any charges due under this Contract from the Consignee or any person with an interest in the Shipment, including legal fees and costs of collection incurred by Brink's in securing payment of these charges. However, even if You give to Brink's different payment instructions, You will always be primarily responsible for all shipping and delivery costs, as well as any cost we incur in either returning Your Shipment to You or storing it pending disposition. Brink's reserves the right to set off any and all outstanding charges owed by You to Brink's from any amounts payable to You by Brink's pursuant to this Contract.

B. Granting of Lien in the United States: To the extent permitted by law, in order to secure the payment of all sums due at any time, by (i) You or (ii) the Consignee or (iii) any other person with an interest in the Shipment on any account whatsoever, to Brink's or any affiliate of Brink's (even if those sums are unrelated to this Contract), whether relating to the Property, documents or money or relating to services provided by or on behalf of Brink's to You, the Consignee or any such other interested person, now or in the future, You hereby grant to Brink's (a) a lien on and security interest in (i) a Shipment and (ii) any and all "Collateral" (as defined below) that You own or in which you have sufficient rights to transfer an interest, now or in the future, wherever the Collateral is or will be located, and all proceeds of the Collateral, and (b) all rights incident to such lien and security interest enabling Brink's to recover such sums due. "Collateral" is defined to include all of the following: (a) all goods (including without limitation (i) gold, silver, platinum, palladium, and other precious metals, (ii) jewelry, diamonds, and other precious stones, (iii) equipment, and (iv) inventory), instruments, documents, money, and chattel paper, and (b) all other property owned or acquired by You or in which you have an interest included in any Shipment sent by or to You now or in the future. In addition to all other rights and remedies Brink's may have as the holder of a lien or security interest, (a) Brink's shall be entitled to retain possession of any Shipment sent by or to You and suspend its further transit without incurring liability until all sums owing to Brink's have been paid, (b) in the event any invoices remain outstanding for more than three (3) months, or a Shipment is unable to be delivered due to no fault of Brink's and remains in Brink's possession for more than three (3) months without a separate written storage agreement, you grant Brink's the right to open and inspect the Shipment, sell the contents, offset the proceeds by the amount of all unpaid charges including storage and costs of exercising the lien and the sale, and remit to You (or, where appropriate, the Consignee or such other interested person) the balance. Your failure to pay charges due under this Contract shall be a material breach by You of this Contract. You agree to execute any documents and take any action in connection with this Contract as Brink's may request from time to time in order to perfect and maintain Brink's lien and security interest. You authorize Brink's to make any public filings that Brink's deems necessary to perfect or maintain its lien and security interest. Delivery of physical possession of the Shipment and/or Collateral to Brink's by You or any other entity or person shall automatically constitute delivery for purposes of the lien and security interest granted in this Contract, including the perfection thereof. Brink's shall be entitled to charge storage for any Property or documents which are the subject of the lien. Any Property or documents stored for the purposes of exercising the lien shall be stored subject to the limits and exclusions within this Contract.

C. Granting of Lien outside of the United States. For any liens exercised outside of the United States of America, Brink's shall have a particular lien over all Property, documents or money within its possession, custody or control. Without prejudice to Brink's particular lien, Brink's shall also have a general lien on all Property, documents or money within its possession, custody or control for all sums due at any time to Brink's or any affiliate of Brink's (even if those sums are unrelated to this Contract), from You and/or any Consignee and/or any other person with an interest in the Shipment on any account whatsoever, whether relating to the Property, documents or money or relating to services provided by or on behalf of Brink's to You, the Consignee or any such other interested person. Brink's shall be entitled to retain possession of any Shipment sent by or to You and suspend its further transit without incurring liability until all sums owing to Brink's have been paid. When Brink's exercises its particular or general lien hereunder, Brink's shall be entitled to charge storage for any Property or documents which are the subject of the lien. Any Property or documents stored for the purposes of exercising the lien shall be stored subject to the limits and exclusions within this Contract. Brink's shall be entitled, on providing to You at least 14 days' notice in writing, to sell, dispose of or otherwise deal with any Property or documents. When exercising such right of sale, Brink's shall act as Your agent and at Your expense and risk. Brink's shall be entitled to sell any Property or documents at auction or by private sale at its complete discretion and Brink's shall be under no duty to obtain any particular or minimum price for the Property or documents. The proceeds of any sale shall first be applied to discharging any sums owed to Brink's and in reimbursing Brink's for the costs of exercising the lien including, but not limited to, the costs of storage and the costs associated with the sale. Brink's shall then account to You (or, where appropriate, the Consignee or such other interested person) for the balance of the proceeds, if any. Thereafter, Brink's shall be discharged from any liability whatsoever and howsoever occurring in relation to the Property or Documents. Your failure to pay charges due under this Contract shall be a material breach by You of this Contract. You agree to execute any documents and take any action in connection with this Contract as Brink's may request from time to time in order to perfect and maintain Brink's lien and security interest.

VII. RIGHT TO INSPECT; RIGHT TO REFUSE. Shipments may be subject to security controls by air carriers and government entities, and Brink's will submit to all required security controls. On behalf of You, Your Consignee, and all others with an interest in the Shipment, You consent to a search and/or screening of any Shipment if and as required by any air carrier or government entity. You understand and agree that Brink's may be required to maintain copies of shipping documents in accordance with applicable laws. Brink's reserves the right to refuse a Shipment if that Shipment is likely to cause delay or damage to other shipments, equipment or personnel or if the Shipment is prohibited by law, or if the Shipment would violate any terms of this Contract. Unless You process a Shipment in accordance with Section II.18, Brink's reserves the right to hold and/or return any Shipment at Your sole cost, without any liability.

VIII. BRINK'S NOT AN INSURER. If it is necessary to make a claim under this Contract, Your claim will be made directly to Brink's and will be subject to the procedures and limitations contained in this Contract. Your and Your Consignee's insurance, with regard to the loss or damage of a Shipment, shall be primary and non-contributory with respect to any liability of Brink's under this Contract.

IX. BRINK'S RESPONSIBILITY FOR LOSS; SIGNATURE WAIVER; ELECTRONIC SIGNATURE.

A. Responsibility for Loss. Brink's responsibility for a Shipment for which it is liable begins when Brink's or its Carrier physically takes possession of the Shipment, and signs a receipt or scans the Shipment tracking number. Notwithstanding anything contained in this Contract, Brink's responsibility ends either (a) when Brink's or its Carrier delivers the Shipment to the Destination or a person at the Destination that regularly receives packages for companies or individuals located at the Destination, (such a person would include, but not be limited to, a concierge, doorman, receptionist, front desk clerk, security guard, residential occupant or other functionary at the Destination), or (b) when instructed by You or Your Consignee, Brink's or its Carrier releases the Shipment, or the delivery order of the Shipment, to Your or Your Consignee's authorized representative such as, but not limited to, a customs broker or freight forwarding agent. Brink's shall not be liable for any Shipment not directly tendered to Brink's or Carrier in accordance with section II.8 of this Contract.

B. Signature Waiver. Notwithstanding the foregoing, in the event that a Shipment is delivered to a Destination based on a signature release or waiver previously provided to the Carrier, then Brink's shall have no liability for such Shipment if such Shipment is confirmed as delivered by the Carrier. In the event that You or a Consignee mark a Shipment or package contained in a Shipment to be delivered without requirement for signature, Brink's shall have no liability for such Shipment if such Shipment is confirmed as delivered by the Carrier. In the event You or a Consignee redirects delivery to an address other than the Destination or requests the Carrier to intercept its scheduled delivery including, but not limited to, requesting a Carrier location to hold the Shipment, after tender of the Shipment to Brink's, Brink's shall have no liability for such Shipment. In the event delivery cannot be made to the Destination on the first attempt, Brink's responsibility shall end at the time the Carrier departs from the Destination, unless otherwise agreed by Brink's in writing.

C. **Electronic Signatures.** Any reference herein to signatures shall include any electronic signature not prohibited by applicable law, including digital signatures, and shall apply to all documents which form part of the Contract, including but not limited to acceptance of the terms and conditions of this Contract and any related acknowledgement of collection or delivery of a Shipment. You agree that to the extent not prohibited by applicable law, any electronic signature by You shall be deemed equivalent to Your written signature.

X. DECLARED VALUES; BRINK'S LIABILITY; LIMITATIONS ON BRINK'S LIABILITY. Where the Convention or CMR applies, the liability of Brink's shall be governed by and limited according to the applicable rules. In all other circumstances, the following provisions shall apply.

A. **Declared Values.** Prior to or at the time that You tender an international Shipment to Brink's, You shall provide Brink's the Customs Value of Your Shipment. You shall also provide only to Brink's the Declared Value for all Your Shipment(s), including each container in Your Shipment(s), which shall not exceed 110% of the Customs Value. You understand and agree that subject to the limitations set out in this Contract, Brink's liability for a Shipment shall be limited to the Declared Value provided by you for carriage purposes. In the event, (i) the full actual value of the Shipment is greater than the limits set out in Section II.6 (or the amount specified in the Brink's Connect Service Guide) or (ii) the total value of Shipments received from You by Brink's or the Carrier on the same day for the same Consignee exceeds limits set out in Section II.6 (or the amount specified in the Brink's Connect Service Guide), Brink's Liability is void under this Contract.

B. **YOU SHALL DECLARE TO BRINK'S THE ACTUAL VALUE OF EACH SHIPMENT, AND YOU SHALL NOT TENDER TO BRINK'S ANY SHIPMENT WITH AN ACTUAL VALUE OVER THE LIMITS SET OUT IN SECTION II.6 HEREINABOVE.**

C. **Liability.** In the event that any of the Property included in the Shipment is lost during the period in which Brink's is responsible, Brink's will pay to You the actual monetary value of the Property which is lost, up to the Declared Value. In the event that any of the Property included in the Shipment is damaged during the period in which Brink's is responsible, Brink's will pay You the lesser of the cost to repair the Property or the reduction in actual monetary value caused by the damage. Payment shall be contingent upon Your cooperation with any investigation into the loss and execution of all documentation reasonably requested by Brink's. Any loss or damage payment is further subject to the terms and limitations contained in this Contract. Under no circumstance will Brink's Liability for loss of or damage to Property exceed the lesser of the Declared Value or the actual monetary value of the Property as of the date of loss.

1. In the event of the loss of only part of a Shipment, if no per container value was declared, Brink's shall only be responsible for the average value per container in the Shipment based on the Declared Value for the entire Shipment. *Example: Shipment has a Declared Value of \$50,000 consisting of five containers; No per container amount is declared; and one container is lost. In this example, Brink's Liability to You shall not exceed \$10,000 (\$50,000 ÷ 5 = \$10,000) even if the actual value of the lost container exceeds \$10,000.*
2. If You fail to specify a Declared Value for a Shipment or any container therein or any of the warranties and covenants of Article II are breached, You expressly waive all claims against Brink's for that Shipment beyond the following limits: the lesser of (a) the total of all charges payable by You to Brink's under this Contract or (b) U.S. \$100.
3. If Your Shipment contains any commodity or item other than unset precious or semi-precious stones or gems, pearls, diamonds, precious metals, alloys, jewelry with or without diamonds, precious or semi-precious stones or gems or pearls, and watches or watch parts, with or without diamonds, precious or semi-precious stones or gems or pearls, Brink's shall under no circumstances have any liability to you for the Shipment. Brink's may return any shipment containing any other commodities to You without liability for loss and at Your expense.
4. In the event of loss or damage that results in payment by Brink's and acceptance by You of an amount less than the actual monetary value of the Property, you hereby release and waive any and all claims and disputes against Brink's on your behalf and on behalf of any and all successors and assigns, in excess of the amount paid by Brink's as set forth hereunder.

D. **Limitations on Liability.** In all circumstances, Brink's Liability is subject to the following limitations, to which You agree:

1. The maximum amount of Brink's Liability for any one Shipment shall not exceed the limits set out in Section II.6, unless otherwise specifically agreed in writing or as specified in the Brink's Connect Service Guide. Brink's Liability shall not exceed the limits set out in Section II.6 per Shipment per Consignee per day, or the amount as specified in the Brink's Connect Service Guide. Brink's liability for all direct damages, including but not limited to any liability for breach of personal data and excluding Liability for any loss or damage to Shipments, shall not exceed the total amount of charges received by Brink's for the particular Shipment giving rise to such direct damages to You.
2. Brink's Liability whether as a result of breach of contract, tort, indemnity, warranty or otherwise, shall not, under any circumstances, include lost profits, special, incidental, consequential, indirect or punitive losses or damages, interest or attorneys' fees, whether or not caused by the fault or neglect of Brink's and whether or not Brink's had knowledge that such losses or damages might be incurred.
3. Nothing in this Contract limits or excludes Brink's Liability (if any) to You for (1) personal injury or death resulting from Brink's negligence; (2) any matter for which it would be illegal for Brink's to exclude or to attempt to exclude its liability; or (3) fraud on the part of Brink's.
4. Under no circumstance will Brink's be liable to You (i) in the absence of objective physical evidence of tampering with, penetration or invasion of the Shipment packaging; (ii) such physical evidence has been noted in writing on the receiving documents by both the Consignee and the Carrier or Brink's; and (iii) the container has been properly sealed and packaged as required by this Contract (iv) all packaging; and contents of a Shipment have been made available to Brink's for inspection and retained by You until any such claim is concluded, except in the case of disappearance of the entire Shipment. Any loss or damage discovered after departure of the Carrier or Brink's from the Destination shall be excluded from Brink's Liability. In the case of Property subject to inspection by customs officials or other related government authorities, provided each of the above conditions have been met, Brink's shall accept responsibility as provided herein if the loss or damage occurred as a result of such inspection. Notwithstanding the foregoing, Brink's has no liability for a mysterious disappearance of Property within any Shipment in the event that such Shipment is out of Brink's control, such as the instances referred to in Section X.C.9 herein below.
5. Brink's shall not be liable for non-performance or delays caused by strikes, lockouts or other labor disturbances, riots, authority of law, acts of God or means beyond Brink's control, including but not limited to Carrier's decision to refuse the Shipment, make delivery or return it. If Brink's takes steps outside the ordinary course of business to protect Your goods due to such events. You shall pay all charges associated with such event.
6. Unless otherwise specifically agreed in writing, Brink's does not agree to hold any Shipment until receipt of release instructions from and payment of Service charges by an entity not a party to the Contract. If Brink's does otherwise hold any Shipment pending such release instructions, it does so as a courtesy only. Under no circumstances shall Brink's be liable for the Consignee's failure to pay any amount to You, including the value of the Property. Should Brink's agree to collect shipping charges for a Shipment from the Consignee or any entity not a party to the Contract, You shall remain liable for such charges, should that entity fail to pay. You agree to pay all Brink's charges incurred in returning a Shipment to You, should release instructions not be received by Brink's within a reasonable time.
Brink's will not be liable for a Shipment returned to You under any circumstance, unless it is agreed by Brink's in writing in advance of such transport.
7. Brink's will not be liable for loss or damage of a Shipment if You fail to comply with any of the representations and warranties set out in Section II hereinabove. Upon loss or damage to Property, the parties shall promptly and diligently assist each other to establish the identity of the Property lost or damaged and shall take all such other reasonable steps as may be necessary to assure the maximum amount of salvage at a minimum cost. Affirmative written proof of the Property lost or damaged, subscribed and sworn to by You and substantiated by Your books, records and accounts shall be furnished to Brink's.
8. You understand and agree that Brink's will not be liable for loss of or damage to Your Property, or damage, liability or expense directly or indirectly caused, contributed to or occasioned by, happening through, resulting or arising from or in consequence of any of the following:
 - WAR, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power;
 - CAPTURE, seizure, arrest, restraint or detainment, arising from risks described in the preceding sentence, and the consequences thereof or any attempt thereat;

- DERELICT MINES, torpedoes, bombs or other derelict weapons of war;
- ANY CHEMICAL, BIOLOGICAL, BIO-CHEMICAL OR ELECTROMAGNETIC weapon;
- THE USE OR OPERATION, AS A MEANS FOR INFLECTING HARM, of any computer, computer system, computer software program, computer virus or process or any other electronic system;
- IONISING RADIATIONS from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- THE RADIOACTIVE, TOXIC, EXPLOSIVE OR OTHER HAZARDOUS OR CONTAMINATING PROPERTIES of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- ANY WEAPON OR DEVICE employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- THE RADIOACTIVE, TOXIC, EXPLOSIVE OR OTHER HAZARDOUS OR CONTAMINATING PROPERTIES of any radioactive matter. The exclusion in this sub-clause 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.
- BREAKAGE of statuary, marble, glassware, "bric-a-brac", porcelain, decorative items including jewelry and similar fragile articles, unless the breakage is caused by fire, lightning, theft or attempted theft, cyclone, tornado, windstorm, earthquake, flood explosion, malicious mischief or collision or overturn of the conveyance.
- NEGLIGENCE PACKING of the Property by You or Your servants, agents or independent contractors.
- INCORRECT OR INSUFFICIENT DESCRIPTION OR VALUATION of Your Property by You.
- CRIMINAL ACTS OR FRAUD by You or Your agents, Consignee or employees.
- SPOILAGE of the Property for any reason whatsoever, including but not limited to inherent vice, natural wastage or insufficient or improper packaging.

Brink's Liability to You for loss or delay of or damage to Your Property is agreed to be only as set forth in this Contract and You agree to look only to the provisions of this Contract for any claim against Brink's relating to Your Shipment. Brink's reserves the right to refuse service if it was obtained by fraud, material misrepresentation, or concealment of material facts or if You intentionally concealed any material fact or circumstance before or after a loss. Further, Brink's shall have no liability under this Contract if Customer concealed or misrepresented any material fact or circumstance before or after a loss. Brink's shall not be liable for any losses from intentional or criminal acts by You, Your employees or agents, or persons acting with, or under the direction of You, or Your employees or agents, or the Consignee, if the loss that occurs may be reasonably expected to result from such acts or is, in fact, the intended result of such an act. Brink's shall not be liable for (i) any loss as a result of a fraudulent or unauthorized Shipment or instruction by You or the Consignee or (ii) for any loss as a result of fraud by a third party against You or the Consignee.

9. In the event Brink's is unable to complete the delivery of a Shipment due to the failure or inability of You, the shipper or Consignee to (a) provide any required documentation or instructions, or (b) to take action to clear a Shipment through customs, or (c) to pay any duty, tax, fee or other cost, or (d) otherwise fail to promptly perform any action required by shipper or Consignee to complete delivery, then Brink's Liability shall terminate upon two days following Your failure to (i) comply with any such requirement from Brink's or any governmental authority, as provided above or (ii) provide any alternative instructions to Brink's upon request from Brink's for such instructions.

XI. MAKING A CLAIM; DISPUTE RESOLUTION.

A. Making a Claim. In the event of any loss or damage to Your Property, You must notify Brink's in writing of your intention to bring a claim within twenty-four (24) hours after discovery of any loss of or damage to Your Property, but in no event more than within:

- four (4) days of the agreed or anticipated date of delivery of Your Property, in the event of total loss of or non-delivery of Your Property;
- seven (7) days following delivery of Your Property, in the event of partial loss of or damage to Your Property;
- In the event that you do not notify Brink's of your intention to bring a claim within the time limits herein, any claim shall be absolutely waived and barred.
- In any event, any proceedings against Brink's must be commenced and written notice thereof provided to Brink's within one year of the event giving rise to the cause of action against Brink's. If proceedings are not so commenced, the cause of action shall be absolutely barred and Brink's shall be discharged from all and any liability whatsoever and howsoever arising.
- You must retain the shipping carton and interior packaging for inspection by Brink's (or other authorities) until the investigation has been completed by Brink's. You must also surrender packaging upon request to Brink's for further inspection by Brink's or other authorities. **You agree to fully cooperate with Brink's in the course of any investigation concerning a claim submitted by You. You shall ensure that You and the Consignee shall provide Brink's with all the relevant material requested to investigate Your claim, including, but not limited to, invoices, stock lists, visitor log books, relevant CCTV footage, witness statements, names of parties involved and their contact details.** Brink's reserves the right to deny a claim for non-cooperation by You or the Consignee in the claim process. When Brink's pays or settles a claim, Brink's has the right to obtain all or part of any Property, which may be recovered; provided, however, You agree to accept recovered Property and return any payment made by Brink's for such Property. Brink's must be notified in writing within ten (10) days of recovery of the Property. Brink's will inform You of its intent to exercise this right within fourteen (14) working days of receipt of Your notice of recovery.

B. Dispute Resolution.

1. **Choice of Law and Arbitration (Shipments originating outside of U.S.A.)** You and Brink's agree that, except as otherwise set forth below in this Section XI.B. or in Section VI, (a) this Contract and all transactions hereunder involving any part of transportation of a Shipment originating outside of the U.S.A and any disputes of whatever nature arising in relation thereto shall be governed by and construed exclusively in accordance with the laws of England and Wales and any claim or dispute arising out of or relating to the Contract or any Shipment shall be exclusively settled by arbitration in London, England. In the absence of other express, written agreement made by the parties, arbitrations in London shall be (a) confidential, (b) conducted under the Rules of Arbitration of the International Chamber of Commerce, and (c) conducted in English before a single arbitrator experienced in the commercial transport of goods who shall be chosen by the International Chamber of Commerce Court of International Arbitration. The parties agree that any arbitral award issued hereunder shall be final and binding, that section 69 of the Arbitration Act 1996 shall not apply, and that they waive any right to appeal such award.
2. **Choice of Law, Arbitration, and Litigation (Shipments originating in U.S.A.)** Notwithstanding the foregoing language in this Section XI.B., for any claim or dispute arising out of or relating to any Shipment originating within the United States of America, such claim or dispute shall be governed by the laws of the State of New York, without regard to conflict of law principles. Any such claim or dispute shall be finally settled, at the sole option of Brink's, by (i) arbitration under the Rules of Arbitration of the Judicial Arbitration and Mediation Services ("JAMS") or (ii) litigation. In the absence of an agreement otherwise by the parties, (a) the place of arbitration shall be Manhattan, New York, and (b) the arbitration shall be conducted in English before a single arbitrator experienced in the commercial transport of goods who shall be chosen by JAMS. The parties agree that any arbitral award issued hereunder shall be final and binding and that they waive any right to appeal such award. If Brink's elects litigation, the parties consent and agree to the exclusive jurisdiction of the federal or state court in Manhattan, New York, agree that such court shall be a proper venue in connection with any litigation, and waive any objection that such court is an inconvenient forum.
3. **Choice of Law - Lien Enforcement.** The parties agree that, without regard to conflict of law principles (a) with respect to any Shipment or Collateral in Brink's's possession in the United States of America, Brink's's rights and remedies as the holder of a lien or security interest shall

be governed by the laws of the state of New York (including without limitation the Uniform Commercial Code of the state of New York, as amended), without regard to conflict of law principles, (b) with respect to any Shipment or Property in Brink's's possession outside of the United States of America, Brink's's rights and remedies as the holder of a lien or security interest shall be governed by the laws of England and Wales

4. **No Waiver by Brink's.** Notwithstanding any of the foregoing in this Section XI.B., Brink's may (a) enforce its rights, including but not limited to, as the holder of a lien or security interest in any court of competent jurisdiction, and (b) enforce its rights under this Contract in any manner allowed by applicable law. Enforcement by a particular means shall not waive the right of Brink's to elect arbitration to resolve any dispute or claim referenced in this Section XI.B.
5. **CLASS ACTION WAIVER.** YOU HEREBY AGREE TO WAIVE ANY RIGHT TO PARTICIPATE IN, BE A MEMBER OF, OR TO SERVE AS A REPRESENTATIVE FOR ANY CLASS ACTION PROCEEDING WITH REGARD TO ANY CLAIM(S) YOU MAY HAVE OR ASSERT AGAINST BRINK'S. AN ARBITRATOR(S) SHALL NOT CONDUCT A CLASS ARBITRATION OR ANY OTHER CLASS PROCEEDING. YOU AGREE NOT TO ACT AS A PRIVATE ATTORNEY GENERAL OR IN ANY OTHER REPRESENTATIVE CAPACITY. YOU ALSO AGREE THAT YOU WAIVE ANY RIGHT TO HAVE YOUR CLAIMS CONSOLIDATED WITH, JOINED WITH, OR COMBINED WITH ANY CLAIMS OF ANY OTHER PARTY OR PARTIES.
6. **Savings Clause.** If and to the extent that any part of this Agreement or a clause under this Agreement is held by any Court or other competent tribunal to be illegal or otherwise null and void, the part so affected shall be severed from this Agreement and shall not affect the validity, enforceability or the interpretation of the rest of the provisions of this Agreement.

C. Third Party Beneficiary. A person who is not a party to this Contract has no rights under the Contract (Rights of Third Parties) Act 1999 or any other law or rule to enforce any term of this Contract.

XII. COMPLIANCE WITH ANTI-MONEY LAUNDERING LAWS. You represent and warrant that You will monitor and comply with Proceeds of Crime Act of 2002, and all other anti-money laundering ("AML") legislation in jurisdictions in which You or your affiliates operate and where Services are provided under this Contract. You will ensure Your compliance with all client identification (Know Your Customer) obligations as required by such laws and Brink's requirements and You agree that Brink's shall have the right to review Your AML policy and procedures from time to time to ensure Your implementation of and compliance with such policy and procedures.

XIII. ANTI-BRIBERY AND ETHICS. You shall, and shall cause all Your affiliates to:

- comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Foreign Corrupt Practices Act and the UK Bribery Act 2010;
- maintain in place throughout the term of this Contract Your own policies and procedures to ensure compliance with its requirements.

XIV. PERSONAL DATA

- A. For this Section, the following definitions apply :
 - GDPR : General Data Protection Regulation (EU) 2016/679 of April 27, 2016
 - Personal Data: any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;
 - Personal Data Breach: a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed;
 - Processing (and Process or Processed): any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- B. During the performance of this Contract, the parties may be required to Process files including Personal Data. The parties undertake to comply with relevant regulations, including GDPR if applicable, as well as to the various regulations present or future, applicable to personal data Processed for the performance of services.
- C. The parties shall take all necessary measures to preserve in the best possible conditions of security and confidentiality the Personal Data that they Process under this Contract.
- D. Moreover, the parties shall Process the Personal Data only for performing their obligations under this Contract and shall make sure that the Personal Data are kept safe and secure and are neither modified, damaged nor accessible to unauthorized third parties.
- E. Should one of the parties become aware of a Personal Data Breach, each of the parties undertake to notify the other party within 48 hours of the Personal Data Breach being known and to provide the other party with the information required to comply with its notification obligations with the relevant data protection agency as per the time frame defined by applicable legislation if any.

XV. COMMUNICATION. You agree that You will only communicate release and delivery or any other instructions relating to Your Shipment or the Services to Brink's employees through e-mail to a Brink's e-mail address, or any other recordable means of communication specifically authorized in writing by Brink's (communications on Brink's letterhead). You hereby understand and agree that You may not rely on any communications made outside of such official means of communication. By way of example, non-official means of communication include but shall not be limited to any communications by text, personal email, WhatsApp, WeChat, etc.

XVI. INTEGRATION CLAUSE. This Contract constitutes the entire agreement between the parties with respect to any Shipment and shall supersede all other understandings, offers and agreements, whether written or oral, between You and Brink's concerning the Shipment. The illegality or invalidity of any paragraph, clause or provision contained in this Contract shall not affect or invalidate the remainder of this Contract. This Contract shall not be altered or amended except in a writing signed by the parties. The titles of each section of this Contract are for the convenience of the parties and do not affect the interpretation of the Contract.

"BRINK'S" IS:

FOR AND ON BEHALF OF BRINK'S

Signature

Printed name

Title

Date

"YOU" ARE:

FOR AND ON BEHALF OF YOU

Signature

Printed name

Title

Date

