



Commencement Date

Account Representative

This agreement,

("Agreement") dated _____, _____ between Davis Bancorp Incorporated,
Day Month Year

(hereinafter referred to as "Davis") and _____

doing business as (d/b/a/), trading as (t/a/), and/or operating under the franchise name of

whose principal corporate place of business and custody of records is located at

Street Address

City

State

Zip

(hereinafter referred to as the "Client")

shall be governed for and in consideration of the mutual covenants and agreements and of the payments hereinafter mentioned, and the parties hereto agree to the following:

(1) The Client and Davis agree that all service performed for the Client by Davis in addition to that specified in this Agreement and its exhibits shall be performed pursuant to the provisions, terms, and conditions of this Agreement, and that the provisions, terms, and conditions of this Agreement shall determine the rights and obligations of the parties with respect to any change in service in the same manner and to the same extent as if such service had been specified in this Agreement except that Client agrees to pay Davis such additional compensation (over and above that specified in paragraph 2 below) as shall be agreed to between the parties for such change in service. Unless the parties both specifically agree in writing otherwise, no such change in service shall modify the Commencement Date of this Agreement. The parties recognize that due to economies of scale and efficiencies of operation, the level of compensation specified in all agreements between Davis and Client together with that specified in paragraph 2 is based upon services to the Client being performed as a complete unit.

SCHEDULE OF SERVICES AND ATTACHED EXHIBITS

Armored Transportation (A)
Cash Vault Service (C)
Secure Storage (E)
Investigative / Asset Recovery (G)

Cash Processing Service (B)
Scheduled Courier Service (D)
Security Officers (F)
ATM Service (H)

(2) Client agrees to pay to Davis, the following monthly charges based on the level of service forth in the service schedule in Paragraph 2 of Exhibit A hereto.

_____ \$ _____

Mutually agreed assumptions in setting the above monthly charges, include, but are not limited to, total number of shipping endpoints, electronic advisement of pickup data, geographic location(s), normal business hours, and container type, contents, and condition. Unless specifically agreed in this Agreement or otherwise in writing, these charges do not include additional, specially negotiated services, conditions, or accommodations ("Special Services"). The monthly charges shall increase or decrease based on Special Services negotiated by the Parties and changes in the number of locations serviced and levels of service for each location, consistent with the document attached to this Agreement entitled, "CCEA Rate Schedule."

The following holidays are designated as "Soft Holidays" and normal service will be rendered on Soft Holidays with no holiday surcharge: Birthday of Martin Luther King Jr., President's Day, Columbus Day, and Veterans Day. Except as provided for Soft Holidays, holiday charges shall apply on holidays designated by the Federal Reserve Bank of the United States. Service will not be rendered on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day. Client agrees to pay additional charges for each request of unscheduled service.

(3) Client agrees to pay Davis upon receipt of each invoice for the charges stated in the above Schedule for the services stipulated therein and federal, state, and local taxes, where applicable, shall be added to said charges. A service charge of one and one half percent (1.5%) per billing period of the amount unpaid, or such lesser rate as allowed by law, is due and payable to Davis on all invoices not paid in full within thirty (30) days of the invoice date. For all invoices outstanding beyond thirty (30) days Client agrees to pay costs of collection, including reasonable attorney's fees and accrued interest, as incurred by Davis.

(4) Davis shall be responsible for the direct supervision of all Davis personnel through designated representatives who will be available at reasonable times to consult with Client or its designated representatives.

(5) The services to be rendered under this Agreement by Davis shall be in conformity with the operating procedures mutually agreed upon and formally stipulated by Client and Davis herein. If, at the request of Client, Davis personnel are assigned duties other than those agreed to by Davis, Client shall assume complete responsibility for any and all liability arising therefrom. Davis will remove from service, as soon as a qualified replacement is available, any personnel who, in Client's opinion, are not qualified to perform work assigned.

(6) If Client alters the originally agreed Schedule of service during the term of this Agreement, Davis will exercise its right to assess a surcharge in addition to any agreed change in charges in Paragraph 2. Client and Davis agree charges presented in Paragraph 2 are based on a variety of factors, including, but not limited to, Client's declared shipment liability, proportion of Client contracted services, number of Client endpoints, and scheduling synergies and capacity at the time of calculation.

(7) Client agrees that it will not, for a period of at least one (1) year after termination of this Agreement, hire for its own account any personnel furnished by Davis to Client in the performance of this Agreement. In the event Client violates the provisions of this Paragraph, Client shall pay the sum of \$2,500.00 for each such person employed in violation hereof.

(8) The compensation in Paragraph 2 above will remain in effect until each annual anniversary or in the event of change in or occurrence of any federal, state, or municipal legislation, regulation or administrative ruling, collective bargaining agreement, economic conditions, energy crisis, or insurance crisis affecting any change in work hours, working conditions, or the cost of performing this Agreement. Client hereby agrees to notify Davis of any dispute arising with respect to the amount of any compensation increase within fifteen (15) days of such notification of change. If the parties are unable to reach agreement that the amount of such compensation increase is reasonable in view of the above described factors within twenty (20) days of Client giving such objection, then Client may terminate this Agreement without liability for liquidated or any other damages upon an additional thirty (30) days' notice. For the avoidance of doubt, Client will be subject to the

increase in compensation as determined by Davis until Client terminates this Agreement as provided in this Section.

(9) Davis reserves the right to terminate this Agreement immediately upon default by Client in the payment of any monies due hereunder; or if at any time during the term of this Agreement there shall be filed by or against Client in any court, pursuant to any statute, either of the United States, or of any state, territory, or possession, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver to receive all or a portion of Client's property; or if Client makes an assignment for the benefit of creditors. Notwithstanding anything contained in this Agreement to the contrary, Client shall not be in default under this Agreement with respect to any monetary obligation unless Client has failed to meet such obligation within five (5) days after receipt of written notice of such proposed default; and, with respect to any non-monetary obligation Client shall not be in default unless it fails to perform any such obligation within thirty (30) days after receipt of written notice of such proposed default.

(10) This Agreement may not be altered, modified, or amended, except in writing, properly executed by a duly authorized representative of Davis and Client. This Agreement and its exhibits supersede all previous agreements, oral or written, between Davis and Client, and represents the whole and entire Agreement between parties. This Agreement shall be governed by the laws of the State of Illinois.

(11) This Agreement shall become effective on Commencement Date and shall remain in force for three (3) years from that date. Thereafter, this Agreement shall automatically be renewed for a term of one (1) year until terminated by either party by notice in writing of intention to terminate, given at least thirty (30) days prior to the expiration date of the initial term or any renewal thereof. Both parties shall cooperate and use reasonable diligence so that the services to be rendered under this Agreement may begin on the Commencement Date. Without limiting any other remedies, either party may terminate this Agreement without liability for doing so if the services do not begin by the Commencement Date due to the fault of the other party.

(12) This Agreement is not assignable by Client without the prior written consent of Davis and any attempt to do so shall be considered a unilateral termination by Client under Paragraph 17 below. Davis shall have the right to assign this Agreement to any successor in interest to the business of Davis, pursuant to any purchase, merger, or other reorganization.

(13) Davis shall be liable for loss or destruction of checks but only due to its negligence or misconduct or that of its employees or agents up to but not to exceed \$75,000 per shipment, and only if Client remote image captures or otherwise copies such checks prior to tendering the same to Davis. In this paragraph, "shipment" means the aggregate of all checks collected in one (1) vehicle. Loss to Client shall include, but not be limited to, the cost of reconstruction and the loss of interest actually sustained up to \$75,000 per shipment. For the absence of doubt, the limitation of liability for the loss or destruction of checks as provided in this Paragraph 13 does not apply with respect to any other property or commodity in the control of Davis including, without limitation, cash, titles, stickers, stamps, instruments, documents, or cards.

(14) Davis and Client (each, an "Indemnifying Party") hereby agrees to defend, indemnify and hold harmless the other party and its officers, directors, managers, shareholders, members, owners, partners, employees and agents and its and their respective successors and assigns (collectively, the "Indemnified Party") from all claims, demands, losses, damages, actions, and expenses and losses, including reasonable attorney's fees, for damage or injury, including death, that are hereafter brought against or incurred by an Indemnified Party due to the acts or omissions of the Indemnifying Party in connection with the services described herein.¹

(15) Sales representatives are not authorized to sign this Agreement for Davis. This Agreement shall not become binding upon Davis until executed by an authorized officer of Davis.

(16) It is agreed that the proper venue for any claims resulting from the breach of this written Agreement shall be Cook County, Illinois, and that any and all such claims shall be heard non-jury. In any matter which is brought to litigation, the prevailing party shall recover its court costs and its reasonable attorney's fees. Each party hereto hereby waives venue in federal court for any action arising out of a breach of this Agreement or for any loss or damages arising out of the services

¹ Note to Parties: Both Davis and Client need to verify with its insurance broker that this paragraph does not affect insurance coverage or whether a "contractually assumed liability" rider is required

performed by Davis.

(17) This section may be referred to as the "Liquidated Damages Section". Should Client unilaterally terminate this Agreement prior to the scheduled termination date of this Agreement other than as permitted herein, then it is agreed that as liquidated damages, and not as a penalty, Client shall pay Davis an amount equal to forty (40%) percent of the charges remaining to be paid through the scheduled termination of this Agreement. Notwithstanding anything to the contrary in this Agreement, Client may terminate this Agreement (either entirely or with respect to one or more affected locations) without liability for liquidated or other damages: (i) with at least thirty (30) days prior notice to Davis due to (a) sale of the assets and business of or a controlling interest in the equity of Client or at such location(s); or (b) Client's business at such location(s) is shuttered for reasonable business reasons (poor financial performance, loss of lease, etc.); or, (ii) if Davis materially breaches this Agreement or fails to provide service consistent with commercially reasonable industry standards. Davis shall have thirty (30) days to cure any failure under part (ii) immediately above.

(18) In the event of the expiration or termination of this Agreement, the following shall survive thereafter: (i) all rights and obligations with respect to breaches of this Agreement which occurred prior to such expiration or termination, (ii) all rights and obligations with respect to indemnification obligations as provided herein, and (iii) Sections 7, 10, 13, 14, 16, 18, 19, 21, and 22.

(19) Information confidential and/or sensitive in nature including, but not limited to this Agreement, processes, financial information, nonpublic personal identifying information, and other materials marked "confidential" of either Client or Davis shall not be disclosed by the other party to any third party, including but not limited to any competitor of Davis or Client, either directly or indirectly, except as required by law. Confidential information of the other party shall be disclosed and transmitted only for the purpose of performing the duties and obligations under this Agreement, except as required by law or requested by Client's regulators or Client's bankers, accountants, lawyers or other advisors.

(20) Client agrees that Davis may suspend service if Client fails to fulfill invoice obligations in full or in part, and to notify Davis of any discrepancies arising from any invoice within forty-five (45) days after the invoice date, or else all such claims shall be deemed waived, and Client further agrees that Davis shall be permitted to offset against uncontested unpaid obligations, and on a dollar for dollar basis, any property of Client which Client shall have deposited or otherwise consigned to Davis for safekeeping, transport, processing, or any other purpose.

(21) Davis makes no warranties, express or implied, and expressly disclaims any and all warranties.

(22) All waivers must be in writing and executed by the waiving party. The waiver of a party of a breach of any provision shall not operate or be construed as a waiver of any subsequent breach. All provisions herein are severable and if any court of competent jurisdiction determines that the provisions of this Agreement are illegal or excessively broad then such provisions shall be construed so that the remaining provisions of this Agreement shall not be affected, but remain in full force and effect, and such illegal or overly broad provisions shall be deemed, without further action, to be modified amended and/or limited, but only to the extent necessary to render the same valid and enforceable in the applicable jurisdiction. This Agreement may be executed by electronic signature and in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Executed signature pages sent by electronic delivery shall be deemed as originals.

Client _____

By _____ Title _____

Davis Bancorp Incorporated

By _____ Title _____

SAMPLE



Armored Transportation Exhibit A

(1) Davis agrees to call for and to receive from Client, or its designated agent, and to receipt therefor, sealed or locked shipments containing currency, coin, checks, securities, and other valuables (hereinafter called "Property"), and to transport and deliver same in like condition, to the consignee designated by Client between points in, and in accordance with, the service schedule set forth in the following Paragraph 2 of this Exhibit, the charges for which being based on the liability assumed by Davis pursuant to Paragraph 3 of this Exhibit.

(2) The Client and Davis agree that all service performed for the Client by Davis in addition to service specified in this Agreement and its exhibits, unless such service is performed pursuant to a separate written agreement between Client and Davis, shall be performed pursuant to the provisions, terms, and conditions of this Agreement and the provisions, terms, and conditions of this Agreement shall determine the rights and obligations of the parties with respect to any such additional service in the same manner and to the same extent as if such service had been specified in this Agreement.

Service	Schedule	Shipment Liability	Commodity
Call At: Deliver To:		\$ _____ (Maximum)	
Call At: Deliver To:		\$ _____ (Maximum)	
Call At: Deliver To:		\$ _____ (Maximum)	
Call At: Deliver To:		\$ _____ (Maximum)	

(3) Davis agrees to assume liability, as hereinafter limited, for any loss, damage or destruction of any property or commodity ("Property") (hereinafter called "loss") from the time it is received by an authorized representative of Davis until such time as it is delivered to the consignee designated by the Client to receive the same, or in the event of non-delivery, until it is returned to the Client, but Davis does not assume liability for Property while in safe(s) on the Client's premises. The sole

liability of Davis in the event of loss of Property from whatever cause, except hereinafter further limited, shall be payment to the Client of the declared value as appears on the shipping document, which sum shall not exceed the maximum amount set forth in the schedule appearing immediately above for the designated shipment. Client agrees with Davis that in the event of loss, it will cooperate to the fullest extent to which it is capable. It is further understood and agreed that the word "shipment" wherever used in this Agreement shall mean a single consignment of one or more items of Property from one shipper at one time at one address to one consignee at one destination address.

(4) The Client agrees to notify Davis in writing of any claim for loss within twenty-four (24) hours after loss is discovered or should have been discovered in the exercise of due care, and, in any event, within forty-five (45) days after delivery to Davis of the Property in connection with which the claim is asserted, and unless such notice shall have been given, such claim shall be deemed waived. The Client further agrees to furnish proof of loss in a form satisfactory to Davis or its insurer and promptly assist Davis or its insurer in all ways pertaining to recovery of said loss. Upon payment of loss hereunder, Davis or its insurance company shall be subrogated to all the Client's rights and remedies of recovery thereof.

(5) Davis agrees to cover with insurance the liability assumed in Paragraph 3 and a certificate of such insurance will be furnished to the Client upon written request naming Client as an additional named insured. Davis shall maintain other insurance coverage covering such risks and in such amounts as is customary in the industry from reputable insurance companies. For the protection of Client in view of the liability assumed in Paragraph 6, Client or Davis may cancel and terminate this Agreement upon one (1) day's written notice in the event Davis' cargo insurance shall be either cancelled or substantially altered, except that Davis shall take all commercially reasonable action to maintain such insurance. Davis will cause Client to receive prompt notice of non-renewal or expiration of or a material change in any insurance maintained by it.

(6) Notwithstanding any other provisions of this Agreement, it is agreed Davis shall not be liable for any loss caused by or resulting from:

- (a) (1) Hostile or war-like action in time of peace or war, including action hindering, combating, or defending against an actual, impending, or expected attack, (a) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval, or air force, or (b) by military, naval, and air forces, or (c) by any agent of any such government, power, authority, or forces.
- (2) Any weapon of war employing an atomic fission or radioactive force whether in time of peace or war.
- (3) Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, or confiscation by order of any government of public authority, or risks of contraband or illegal transportation or trade.
- (4) Nuclear reaction or nuclear radiation or radioactive contamination; all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or part caused by, contributed to, or aggravated by the peril(s) for which liability is assumed by Davis or subject to the foregoing and to all other provisions of this Agreement.
- (5) Inclement weather or acts of God which prevent Davis from completing deliveries.
- (6) Delay caused by the Client's failure to deliver the items to Davis at the regular service time.
- (b) Shortages claimed in the contents of the sealed or locked shipments which have not been unsealed or unlocked while in Davis' control.
- (c) Non-performance or delays where such non-performance or delay is caused by factors beyond Davis' reasonable control and which should not have been reasonably anticipated by Davis but Davis agrees to be liable for the safety of any Property received into its possession at any time not to exceed the maximum amount stated in the schedule appearing above Paragraph 3 above.

- (d) Failure to furnish any vehicle or render any service if prevented by wars, fires, strikes, or other labor troubles, acts of God, or where during the existence of any strike or labor disturbance Davis determines that in its judgment the same may endanger the safety of Client's cargo or Davis' vehicles or employees.
- (e) Breakage of statuary, marble, glassware, bric-a-brac, porcelains, and similar fragile articles.
- (f) Premeditated, willing, or conscious perpetration of the loss by Client.

(7) All movements represented in this Agreement will be delivered one (1) business day following that of collection per the same conditions and stipulations stated hereof. Client and Davis agree it is customary for Client to organize outbound shipments to match days of inbound deliveries, and day of visit to Client location is the same day Davis is to arrive to Client premises to execute inbound delivery and/or pickup of outbound shipment.

(8) Client and Davis agree transportation of the commodities identified herein and the cost agreed upon thereof, regardless of origin or total orders placed, shall be limited to the greater of (i) five (5) or (ii) _____ () (***complete or cross out as applicable***) total individual items inclusive of pickups and deliveries unless otherwise designated by authorized personnel from both Client and Davis.

(9) Client and Davis agree that all shipments, including pickups and deliveries, as well as requests for unscheduled service, will be transacted on Davis' operating route(s) and during Davis' normal business hours, as determined by Davis for the safety and security of services rendered. It is further agreed designated days and times of service can be modified by Davis to promote the most efficient use of Davis' vehicles and most enhanced route configuration, however, if such modifications shall unreasonably interfere with the operation of Client's business, then Client may terminate this Agreement without liability for liquidated or any other damages.

(10) Client and Davis agree the supply of currency and coin in the financial system is predicated on external factors, including those determined by the Federal Reserve Bank, Bureau of Engraving and Printing, United States Mint, and other federal agencies. In instances Client utilizes a correspondent banking relationship for procuring cash (currency and/or coin) orders ("Goods and Services"), or otherwise requires Davis to participate in the procurement of these Goods and Services, both Client and Davis mutually agree the cost for these Goods and Services shall be current prevailing rates as reasonably identified by Davis, and as influenced and subject to change by supply and demand considerations and other market factors. Client and Davis agree inventory for these Goods and Services shall be sourced in the manner stated herein.

(11) Client agrees to direct shipments only as stipulated in this Agreement and further accepts that Davis may assess additional reasonable charges as reasonably determined by Davis if additional shipments to this Agreement are inserted, willfully or otherwise, by Client beyond or in addition to those identified herein.

(12) Client agrees to comply with all preparation procedures identified by Davis, including the entry of what-to-expect (WTE) data identifying shipments made available by Client for pickup by Davis. It is further agreed Davis may suspend and/or otherwise alter the service schedule identified herein if Client fails to ship, prepare, or otherwise make available for pickup shipments, either inbound or outbound, from the location(s) identified herein for a consecutive period of four (4) weeks.

(13) Client agrees to use specific security deposit bags identified by Davis as part of this Agreement in order to ensure adequate container integrity, and Client further acknowledges that election to use product other than designated by Davis may render part(s) or whole of this Agreement unenforceable.

(14) Client agrees to comply with any requests informational in nature that may arise, whether presently or in the future, as a result of law, regulation, administrative ruling, or other that govern the services rendered within this Agreement, including but not limited to, compliance, tax law, and financial services.

(15) In instances whereby Clients ships bulk coin, bulk coin identified as wrapped or unwrapped coin exceeding twenty-five (25) individual coins of any denomination, Client agrees to utilize separate, dedicated shipping container(s) identified by Davis to reasonably accommodate greater mass, volume, and weight of said bulk coin.

CCEA Rate Schedule

The following Schedule of monthly rates and charges shall apply to the with respect to the basic services provided pursuant to this Agreement. These rates and charges do not include “Special Services”.

Up to Six (6) Designated Service Days Per Week	\$475
Up to Five (5) Designated Service Days Per Week	\$405
Up to Four (4) Designated Service Days Per Week	\$325
Up to Three (3) Designated Service Days Per Week	\$270
Up to Two (2) Designated Service Days Per Week	\$230
Up to One (1) Designated Service Day Per Week	\$125