

CASH FORECASTING AND OPTIMIZATION

This exhibit describes the standard service components provided by DN for **Cash Forecasting and Optimization** and is subject to the other terms and conditions that are referenced in the Ordering Document, including DN's General Terms and Conditions and other exhibits as applicable. DN forecasts future cash needs and plans optimized orders ("Cash Services") for connected cash devices and, optionally, for branch vaults with sufficient cash inventory reporting (both "Cashpoints"). 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 6 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").

1.2 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. SERVICE COMPONENTS

2.1 Cash Forecasting and Optimization (Core). For subscribed Cashpoints with compliant Inventory Messages, DN will provide optimized order recommendations for load amounts and cash service schedules. DN uses Inventory Messages in cash management software to forecast future cash needs and plan optimized Cash Services, that consider economic parameters (e.g. cash handling cost) and constraints (e.g. insurance limits).

2.2 Cash Level Alert Handling (Option). Provided Customer has established a cash reserve, DN will place and/or expedite emergency Cash Services orders ("E-Cash") to the executing party (the "Custodian") and notify Customer.

2.3 Branch Web-Portal (Add-On). DN will provide Customer employees ("Branch Staff") access to the cash management software's front-end application, in order to allow Branch Staff to enter the end-of-day inventory for branch vault and review DN recommendations for branch cash orders (forecasted based on Branch Staff provided inventory data) and confirm or place branch orders electronically.

2.4 Services Scope.

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

- Collect and set-up Customer master data and configuration parameters in the cash management software
- Connect the cash management software with DN's Monitoring & Event Management for Inventory Messages
- Set-up connection to receive alternative Inventory Messages data feed (chargeable option)
- Set-up and manage alternative data transfer method for Cash Service Orders to the Custodian (chargeable option)
- Calibrate forecasting and optimization parameters
- Perform Customer-requested configuration changes according to agreed change management process

2.3.2 Service Operations. DN will:

- Run and update forecast model daily per Cashpoint, cash container type, currency and denomination
- Run optimization process to determine economic and executable Cash Service planning
- Assess forecast warnings (e.g. sudden turnover deviations with impact on service plan)
- Create recommendations for regular orders, in static or dynamic schedule with standard lead time
- Create recommendations for emergency orders and off-schedule orders, where applicable
- Create manual orders upon Customer request (e.g. for interims schedule changes, additional services)
- Transfer authorized Cash Service Orders (in DN format, unless otherwise agreed) directly to the Custodian, if agreed
- Periodically review and propose the update of static schedules, where applicable
- Provide monthly KPI reporting

2.3.3 Remedial Activities.

DN will use reasonable commercial efforts to: mitigate issues arising from missing or incorrect Inventory Messages; implement temporary changes to service schedules as directed by Customer to avoid conflicts (e.g. public holidays); investigate reasons for potential out-of-cash incidents, on a case by case basis; and identify and inspect Cashpoints with unexpected low performance, and calibrate individual system parameters, in each case on a case by case basis. If reasonable troubleshooting activities have been exhausted, DN will inform the Customer of the issue.

3. 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.



For the avoidance of doubt, the following non-exhaustive list highlights some of the activities that are not included: Cash Handling Services, CIT Performance Management, Cash Office Support (meaning special support with ATM balancing and settlement, Reg-E claims), cash ownership, and cash liability.

4. SERVICE PLAN

DN and the Customer will work together to develop a service plan that outlines the service parameters for the Cash Forecasting and Optimization services including, but not limited to master data, configuration options, transition plan, contacts, project governance, time lines, and change management.

5. 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.

6. CUSTOMER SUPPORTING ACTIVITIES

- Provide timely, accurate and compliant data feed (“Inventory Message”) as agreed, or engage DN to establish and maintain the sufficient Inventory Messages.
- For Branch Web-Portal: awarded with a “key user” administration role, Customer is responsible to manage accounts, authorizations and login credentials for all customer authorized users (e.g. Branch Staff). Ensure Branch Staff is trained in the usage of DN’s front end application (Web Portal), supported with DN-provided training material. In case of subscribed Branch Cash Optimization (i.e. DN to provide recommendations for branch vault orders), ensure that Branch Staff reports the branch vault end-of-day inventory timely and accurately, using the DN Branch Web-Portal.
- Provide and update DN with the most recent information to be used in the optimization process (e.g. cash-in-transit (“CIT”) service cost, opportunity cost of cash, lead times, insurance limits, device capacities, CIT service schedules, local events, etc.)
- Sufficiently contract and manage CIT Vendors and bank accounts and maintain sufficient liquidity to comply with authorized Cash Service Orders and (where applicable) at physical stock locations, particularly to facilitate the fulfillment of emergency order with sufficient local cash reserves.

7. MINIMUM REQUIREMENTS

7.1 Historical Data. Provide a reliable data feed (“Inventory Messages”) and at least six (6) months of historical data (in sufficient quantity and quality for all Cashpoints) to meet KPI targets.

7.2 Technical Requirements. If Customer engaged DN to provide Inventory Messages, relative to installed software agent on Cashpoint, Customer is also required to have a supported Windows Operating System and minimum hardware and bandwidth requirements (which may vary based on fleet size). The parties will agree to technical requirements and additional Customer obligations in a separately signed document as necessary. Customer shall maintain the appropriate processes and systems to enable these services, including accepting and promptly facilitating DN’s periodic decisions regarding the appropriate infrastructure and software agents. In the event Customer does not have all the service prerequisites, DN is not obligated to any specific performance level.

8. DEFINITIONS

“Cash Service Order” means a request for a cash service that describes in detail the cash amount and schedule to be executed by assigned Custodian. Cash Service Orders under this exhibit are classified as: (i) Regular Orders; or (ii) Special Orders such as Manual Orders, Late Orders, Off-Schedule Orders, or Emergency Orders.

“Change Request” means a change requested by either party to an Ordering Document or other agreement that is in effect, for products, software or services not otherwise covered in such agreement, the documentation and negotiation of which is accomplished through DN’s standard change control process. A Change Request may be required if DN reasonably deems it necessary due to unforeseen circumstances, or if Customer has made a request that increases the scope of DN’s agreed-upon services.

“CIT Vendor” means the cash-in-transit vendor or an armored car carrier (ACC) that provides Customer’s Cash Handling Services. If not otherwise stated, Customer selects and contracts with its CIT Vendor.

“Inventory Messages” means defined EDI messages for periodic import into Cash Management Software, provided on regular basis per Cashpoint and to include sufficient information about actual cash inventory (“stock”) and inventory changes induced by cash services (“replenishment”), compliant with DN minimum requirements subject to DN Inventory Message specifications.

“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.