



Terms and Conditions - Fine Art (Insured Terms)

These Terms and Conditions – Fine Art (Insured Terms) are the intellectual property of Brink's Global Services

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These Terms and Conditions - Fine Art (Insured Terms) ("**Insured Terms**") are applicable to the forwarding, transport and handling of art and antiques, design items, objects shown in exhibitions, collections and related objects of that kind (each an "Artwork" and collectively "Property") by the relevant Brink's Global Services company specified in the applicable Order ("Brink's") on behalf of the person or entity specified in the Order (the "**Client**"). As used herein, the term "Order" shall mean an order or quotation for services executed by Brink's and Client that describes the type of services to be provided by Brink's (referred to herein as the "**Service**" or collectively as the "**Services**").

In these Insured Terms, Property shall be deemed to be "**in the care, custody and/or control of Brink's**" during the period: (i) whether or not a commencement of "care custody and control" is specified in an Order, when the Property has been physically received by an authorized representative of Brink's for the purpose of performing a Service to which these Insured Terms relate and Brink's has given written acknowledgement of receipt; and (ii) ending at the point stipulated in the Order, or in the absence of such a stipulation when the Property has been delivered to the consignee thereof designated by the Client or, in the event of non-delivery, when the Property has been returned to the Client. Unless provided otherwise in an Order, in no event shall the Property be deemed to be in the care, custody, or control of Brink's beyond when the Property has been delivered to the consignee thereof designated by the Client.

1. Definitions

"**Brink's Liability**" means the responsibility assumed by Brink's under the terms of the Contract during the course of providing Service as further defined by the terms and limitations of the Contract and the specific Service designated in the Contract, as portrayed in Clause 2 hereto.

"**Contract**" means these Insured Terms 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 Client and Brink's.

2. Scope of application

These Insured Terms shall apply to all Services performed by Brink's in connection with the handling of Property, irrespective of whether it concerns forwarding, freight, storage or other activities that usually are associated with the art business, where the Client has specified the "Insured Service" option on the Brink's order form and has agreed to pay all additional charges for such option. Where Brink's has not specifically offered Client the "Insured Service" option, the Client has not specified the "Insured Service" option, or where Brink's receives the Property in a sealed package and/or has not had the opportunity to issue a Condition Report, the Brink's "General Terms and Conditions for Fine Art" shall apply. The Services, which shall be specified in the applicable order or quotation, may include, for example, hanging up and taking down pictures, installing and dismantling other Property, wrapping, loading, stowing, transport, unloading and storing Property, levying amounts to be collected on delivery for customs clearance or for courier services or for arranging transport and property insurance coverage.

3. Information supplied by the Client; Client Responsibilities

3.1 The Client shall inform Brink's in writing at the time of the order about addresses, numbers, amount, kind and content of the Property, size, weight, characteristics and the fair market value of the Property to be handled as well as the available space and facilities at the place of collection and delivery and shall promptly provide Brink's with any further information required by Brink's to comply with applicable laws. The value of the Property for both insurance and any statutory declaration purposes will be the fair market value.

4. Preparation of Condition Report

4.1 **Brink's will unpack and inspect the physical condition of the Property including adequacy of packaging (if already packaged by Client) as well as any frames, surrounds or mounts that accompany the Property and complete a condition report which will record the condition of the Property ("Condition Report") as soon as reasonably practicable at the collection point where Brink's picks up the Property for transit.**

4.2 **Notwithstanding any other term of this Contract, Brink's shall not have any liability whatsoever for any loss of or damage to the Property which occurred prior to completion of the Condition Report, save for any loss or damage during collection or delivery (if applicable) for which Brink's is liable under this Contract.**

4.3 **The Condition Report may be used by both Parties for insurance purposes.**

5. Brink's Liability; Declared Values

5.1 Subject always to the provisions of this Clause 5, Brink's Liability shall be for loss of or damage to the Property which **occurs whilst the Property is in the care, custody or control of Brink's, provided that the maximum amount of Brink's Liability for such loss or damage whether in contract, tort (including negligence), indemnity, breach of statutory duty or otherwise, shall be limited to the actual monetary value of the Property which is lost or damaged, up to the Declared Value, and in no event shall exceed US\$25,000,000 (twenty five million US Dollars) in respect of any and all loss or damage occurring during any one transit or at any one location. Brink's Liability shall begin from the moment Brink's receives instructions to insure the Property on behalf of the Client (including unpacking, packing, transit and/or storage) and signs a receipt accepting same following packaging of the Property by Brink's, subject to the Condition Report provisions and subject always to the exclusions in Clause 6 hereto. Brink's Liability will terminate when Brink's signs a receipt upon completion of a transit at the final delivery**

address, or upon release from Brink's care, custody and control in respect of storage risks.

- 5.2 In the event any portion of the Property is lost, damaged or destroyed which affects the value of the remaining portion of the Artwork, Brink's shall, at its option, either (i) agree to pay the Declared Value of the entire pair or set and Client agrees to surrender the damaged and sound portions of the Property to Brink's, or (ii) the measure of loss of or damage to such article or articles of Property shall be reasonable and fair portion of the total value of the set, giving consideration to the importance of said article or articles of Artwork.
- 5.3 Brink's Liability shall be Brink's sole and exclusive liability to the Client in respect of any loss of or damage to Property and the Client will have no other claim against Brink's of any kind in respect of such loss or damage, whether in contract, tort (including negligence), indemnity, breach of statutory duty or otherwise.
- 5.4 The basis of valuation of the Property in connection with Brink's Liability shall be the value for carriage of the Property as declared by Customer (plus all charges incurred including customs duty and freight) to Brink's at time of receipt by Brink's of the Property and any premium value which as a reasonable industry practice will also be included in determining such value (the "Declared Value"). The Client agrees that it will not seek additional recovery from Brink's including, but not limited to, for any claims not approved by the insurance carrier, in whole or in part, or for claims in excess of the limits of Brink's insurance policy. Without prejudice to the generality of the foregoing, the Client understands and accepts that Brink's insurance carrier will not provide cover, pay any claim or provide any benefit under an insurance policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose such insurance carrier to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America and the Client accepts that Brink's shall have no liability for any loss or damage to Property to the extent that insurance cover or any claim related to such loss or damage is denied by reason of the foregoing.

6. Exclusions and limitations of liability

- 6.1 Brink's shall have no liability whether in contract, tort (including negligence), indemnity, breach of statutory duty or otherwise, to the Client or to any third parties, other than the Brink's liability to Client as set out in Clause 3, including but not limited to any liability for breach of personal data or any claims by Client's insurers. Client hereby agrees to release, indemnify and hold harmless Brink's against any and all liability Brink's may incur from any claims, disputes, suits, proceedings at law or in equity, loss, liabilities, costs, payments, injury, damage and expenses of any nature (including attorney's fees and court costs) brought by or on behalf of the Client or any third parties in connection with the Services provided subject to these General Terms.
- 6.2 BRINK'S IS NOT AN INSURER OF YOUR PROPERTY. If it is necessary to make a claim under these General Terms, Client shall make such claim directly to Brink's and such claim will be subject to the procedures and limitations contained in these General Terms.
- 6.3 Notwithstanding anything else contained in these Insured Terms, or the Contract of which they form part, Brink's shall have no liability whether in contract, tort (including negligence), indemnity, breach of statutory duty or otherwise for:
- (i) any consequential, special or indirect loss or damages; business interruption; delay, deterioration or loss of market; loss of production; loss of profit; loss of revenue; loss of contract; loss of or damage to goodwill; financial charges or interest; or
any loss of or damage to Property which is directly or indirectly caused by or results from:
- (a) natural ageing, gradual deterioration, inherent defect, rust or oxidation, moth or vermin, warping or shrinkage;
- a. dyeing, cleaning, repairing or renovating, or any similar process repairing, restoring, retouching, or any similar process;
- b. aridity, humidity, exposure to light or extremes temperature unless such loss or damage is caused by storm, frost or fire;
- c. electrical or mechanical fault or breakdown;
- d. loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power;
- e. loss or damage arising directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear reaction, nuclear radiation or radioactive contamination, may have been caused;
- f. loss or damage caused by or resulting from confiscation, nationalization, requisition or destruction of or damage to Property by or under the order of any government or public or local authority of the country where the transit originates;
- g. act or default of the Client, its employees, officers, agents or representatives, including failure to comply in all respects with any laws of any local, national or supranational public authority within whose jurisdiction the Property may be;
- h. any debt of the Client, failure on the part of the Client to pay customs duties, failure on the part of the Client to provide bond or security, or any financial cause on the Client's part whether under court order or otherwise;
- i. compliance by Brink's, its employees, subcontractors or other authorized representatives with any instructions given by the Client or its authorized representatives (other than the agreed information in the Order);
- j. action taken by any government or public authority in hindering, seizure, destruction, confiscation, requisition, or nationalization under quarantine or customs regulations or by order of any government or public authority;

- k. risks of contraband or illegal transportation or trade including, without limitation, under the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES);
 - l. ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel, or; any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
 - m. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof, or of any radioactive matter unless it is a radioactive isotope (other than nuclear fuel) being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
 - n. any chemical, biological or electromagnetic weapons used in connection with an act of terrorism;
 - o. act of terrorism or Cyber Risks, to the extent not covered by Brink's insurance;
 - p. in no case shall Brink's be liable for loss, damage, liability or expense directly or indirectly caused by, contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electrical system
 - q. Brink's shall not be deemed to be liable for, nor shall it be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such liability, payment of such claim or provision of such benefit would expose Brink's or its insurers to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
- 6.4 Notwithstanding anything herein to the contrary, Brink's shall have no liability whether in contract, tort (including negligence), indemnity, breach of statutory duty or otherwise for loss of or damage to Property, nor will Brink's issue a condition report, where Brink's receives the Property in a sealed package and Brink's has no reasonable opportunity to verify the contents of such package.
- 6.5 Should the Services include the handling of fragile Artwork, such as china, glassware and the like, Client agrees to provide advance written notice of any fragile Property which requires special handling, package fragile Property in a container that contains no other Property and pay additional charges relating to such fragile Artwork. Notwithstanding any declaration of value, should Client fail to provide advance written notice of fragile Artwork, or not package such fragile Property as required by these Insured Terms, or pay applicable additional handling charges, Brink's shall have no liability for damage to such fragile Artwork. Brink's shall have the right to determine, in its sole discretion, whether to handle or provide Services under these Insured Terms relating to any fragile Artwork.
- 6.6 None of Brink's affiliates or parent or subsidiary undertakings and none of the officers, agents, representatives, directors and employees of Brink's and Brink's affiliates or parent or subsidiary undertakings shall be liable in contract, tort (including negligence), indemnity, breach of statutory duty or otherwise for any loss or damage sustained in connection with the contract between Brink's and the Client of which these Insured Terms form part, by virtue of their relationship with Brink's or the performance of or failure to perform any of the services contemplated hereunder.
- 6.7 Client agrees to indemnify, hold harmless and defend Brink's from and against any and all damages, loss, expenses (including attorneys' fees), liability or claims, made at any time, or presented in any manner by any person or entity with respect to any act or omission of the Client, alleged breach of any contractual obligations of the Client, or any breach of applicable laws by the Client.
- 6.8 Brink's shall not be liable for non-performance or delay due to circumstances beyond its reasonable control. Brink's shall promptly notify the Client when such circumstances cause a delay or failure in performance and when they cease to exist. In such circumstances, Brink's may store the Property at the Client's cost or return the Property to the Client at the Client's cost, without any liability to the Client save under Clause 3. Brink's does not warrant or guarantee any pickup or delivery times and such times are approximations or estimates.
- 6.9 Brink's shall not be liable for any loss or damage to Property to the extent caused by the failure of the Client to provide correct or complete information.
- 6.10 Nothing in these Insured Terms shall exclude or limit liability which cannot be legally excluded or limited, including liability for death or personal injury caused by Brink's' negligence or for Brink's' fraud or fraudulent misrepresentation.

7. Delivery, complaints and claims

- 7.1 Unless otherwise agreed in writing, the Service shall be deemed to have been delivered at the completion of Services stipulated in the Order as acknowledged by an adult person (or a person who appears to be of legal age) present at the premises of the Client or the consignee designated by the Client or other agreed premises, unless Brink's should have reason to believe that said person is not authorized to take receipt of the Services.
- 7.2 In the event of externally visible damage to the Property, the volume or amount is not correct or any other instances that the Client believes would result in a claim:
- (i) the Client shall notify Brink's at the earliest opportunity during delivery of the Services to allow both parties to reach a reasonable resolution prior to the completion of Services.
 - (ii) if resolution can't be found prior to the completion of the Services, the person acknowledging completion of the Services stipulated in the Order on behalf of the Client or consignee shall notify Brink's of any potential claim for loss or damage to the Property on the delivery documents.
 - (iii) only where the Services stipulated in the Order have included the physical delivery of Property, as a condition precedent to recovery, the Client may notify Brink's in writing of any claim for loss or damage to Property at any time up to four (4) days of the agreed or anticipated date of delivery of the Property, in the event of total loss of or non-delivery of the Property, or seven (7) days after delivery of the Property in the event of partial loss of or damage to the Property. Unless such notice shall have been given and acknowledged by Brink's, any such claim shall be deemed to have been waived.

7.3 To the extent not in conflict with applicable laws, no action, suit or other proceeding to recover for any such loss or damage shall be maintained against Brink's unless written notice shall have been given to Brink's as aforesaid and unless such action, suit or proceeding shall have been commenced within nine months of delivery. Following giving of written notice of any claim for loss or damage, the Client shall furnish Brink's detailed written proof of loss or damage specifying date of shipment, name and address of consignee and consignor, and notice and description of the Property and the loss or damage alleged. The Client agrees to cooperate with and assist Brink's or its insurer in the investigation and recovery of such loss or damage. Upon payment in respect of a loss or damage hereunder, Brink's or its insurance company shall be subrogated to all the Client's rights and remedies of recovery therefore.

8. Payment

8.1 The Client shall pay Brink's invoices within the period stipulated in the Order or, if no such period is stipulated, no later than 30 days from the date of the invoice without deferment, reduction or set-off on account of any claim, counterclaim, indemnity or set-off. In respect of invoices not paid in full by the due date, Client agrees to pay interest of one and one-half percent (1.5%) per month of the amount unpaid and Brink's' costs of collection including reasonable legal fees and costs. Unless otherwise stated, prices quoted do not include any sales tax, use, excise, value-added, property or other such taxes or duties that may be levied on the transaction by local, provincial, national or federal governments or public authorities. Any such taxes or duties which Brink's is required to collect from the Client will be added to the invoice or billed separately. Brink's reserves the right to pursue payment of any charges due under these Insured Terms from the consignee or any person with an interest in the Property, including legal fees and costs of collection incurred by Brink's in securing payment of these charges. 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 these Insured Terms.

8.2 Upon request, the Client shall immediately hold Brink's harmless against all freight charges, general average deposits, tariffs, taxes and other expenses that are charged to Brink's as agent or possessor of the Property.

9. **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) Client or (ii) the consignee or (iii) any other person with an interest in the Property on any account whatsoever, to Brink's or any affiliate of Brink's (even if those sums are unrelated to these Insured Terms), whether relating to the Property, documents or money or relating to services provided by or on behalf of Brink's to Client, the consignee or any such other interested person, now or in the future, Client hereby grant to Brink's (a) a lien on and security interest in (i) the Property and (ii) any and all "Collateral" (as defined below) that Client owns or in which has 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 Property, (ii) equipment, and (iii) inventory), instruments, documents, money, and chattel paper, and (b) all other property owned or acquired by Client or in which Client has an interest included in any shipment sent by or to Client 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 Property sent by or to Client 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 Client (or, where appropriate, the consignee or such other interested person) the balance. Client's failure to pay charges due under these Insured Terms shall be a material breach of these Insured Terms. Client agrees to execute any documents and take any action in connection with these General Terms as Brink's may request from time to time in order to perfect and maintain Brink's lien and security interest. Client authorizes 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 Client or any other entity or person shall automatically constitute delivery for purposes of the lien and security interest granted in these Insured Terms, 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 these Insured Terms.

10. **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 these Insured Terms), from Client and/or any consignee and/or any other person with an interest in the Property 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 Client, the consignee or any such other interested person. Brink's shall be entitled to retain possession of any shipment sent by or to Client 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 these Insured Terms. Brink's shall be entitled, on providing to Client 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 Client's agent and at Client's 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 Client (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. Client's failure to pay charges due under these Insured Terms shall be a material breach of these General Terms. Client agree to execute any documents and take any action in connection with these Insured Terms as Brink's may request from time to time in order to perfect and maintain Brink's lien

and security interest.

11. Compliance

- 11.1 In the event that the services (or any part thereof) required by the Client to be performed by Brink's are prohibited under any applicable laws, sanctions or embargos, Brink's may at its discretion partially or fully cancel the service at any time, without prior notice and without incurring any liability to the Client.
- 11.2 Brink's will not be held responsible in any way for any loss, delay or damage resulting from any inaccuracy in the values or other information relating to Property declared by the Client, shipper or consignee to customs both at the origin or destination. The Client takes full responsibility to declare the correct value and other information. Any fines or penalties arising from false or incorrect declaration will be payable by the Client, shipper or consignee and the Client will indemnify Brink's against any costs, claims or liability arising from the same, including, without limitation, any legal or other costs which Brink's may incur in relation thereto. Brink's may make a declaration to customs, but any such declaration will only be based on the information given by the Client to Brink's and the fact that Brink's has made such declaration shall not absolve the Client from responsibility for the contents thereof.
- 11.3 Client represents and warrants that Client will monitor and comply with Proceeds of Crime Act of 2002, and all other anti-money laundering ("AML") legislation in jurisdictions in which Client or your affiliates operate and where Services are provided under these Insured Terms. Client will ensure compliance with all client identification (Know Your Customer) obligations as required by such laws and Brink's requirements and Client agrees that Brink's shall have the right to review its AML policy and procedures from time to time to ensure Client's implementation of and compliance with such policy and procedures.

12. General provisions

- 12.1 **Choice of Law and Arbitration (Shipments originating outside of U.S.A.).** Client and Brink's agree that, except as otherwise set forth below in this Section XI.B. or in Section VI, (a) these Insured Terms 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 these Insured Terms 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.
- 12.2 **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.
- 12.3 **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 possession in the United States of America, Brink'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 possession outside of the United States of America, Brink's rights and remedies as the holder of a lien or security interest shall be governed by the laws of England and Wales
- 12.4 These Insured Terms, together with the applicable Order, comprise the entire contract between Brink's and the Client and supersede all previous agreements, statements, promises, warranties, representations and understandings between them relating to its subject matter. Brink's and the Client acknowledge that they do not rely on and shall not have any remedy in respect of any statement, representation, promise or warranty (whether made innocently or negligently) that is not set out in these Insured Terms and the applicable Order. Any provisions amending or additional to the provisions set out in these Insured Terms shall be of no effect unless they are in writing and signed or otherwise duly executed by duly authorized representatives of both Brink's and the Client. In the event of a conflict between the terms and conditions of these Insured Terms and the terms and conditions of an Order, the terms and conditions of these Insured Terms shall control.
- 12.5 Each party agrees for itself, its officers, directors, agents, servants, employees, successors and assigns to keep confidential any and all information obtained about the other party (including without limitation information relating to the other party's operations, personnel and security) except in the following circumstances: it is compelled to disclose such information by a court or government authority having jurisdiction or by applicable law; disclosure to its auditors or for the purposes of regulatory requirements; to airlines for specific compliance checks; to its professional advisors on a confidential basis.
- 12.6 No third party may enforce any of these Insured Terms, save that Brink's' affiliates or parent or subsidiary undertakings and the officers, agents, representatives, directors and employees of Brink's and Brink's affiliates or parent or subsidiary undertakings may enforce Clause 4.5.
- 12.7 Any notice given to a party under or in connection with these Insured Terms shall be in writing and shall be delivered by

hand or by pre-paid first-class post or by next working day delivery service at its registered office (if a company) or its principal place of business (in any other case). Any notice shall be deemed to have been received: (i) if delivered by hand, on signature of a delivery receipt (ii) if sent by pre-paid first-class post, at 9.00 am on the fifth day after posting; (iii) if sent by next working day delivery service, at the time recorded by the delivery service. This provision does not apply to the service of any proceedings or other documents in any legal action.

12.8 Should any of the above clauses prove to be invalid, this shall not affect the remaining provisions of these Insured Terms or any other individual provision. In this case, the parties shall endeavour to replace the invalid clause with another clause that most closely approximates the original commercial and legal intent of the invalid clause.

12.9 **Anti-Bribery and Ethics.** Client shall, and shall cause all its affiliates to:

12.9.1 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;

12.9.2 maintain in place throughout the term of these Insured Terms its own policies and procedures to ensure compliance with its requirements.

12.10 **Personal Data.**

a. For this Section, the following definitions apply :

i. GDPR : General Data Protection Regulation (EU) 2016/679 of April 27, 2016

ii. 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;

iii. 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;

iv. 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 these Insured Terms, 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 these Insured Terms.

d. Moreover, the parties shall Process the Personal Data only for performing their obligations under these Insured Terms 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.

12.11 **Communication.** Client agree that it will only communicate release and delivery or any other instructions relating to its 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). Client hereby understands and agrees that it 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.