

BRINKS
SERVICES AGREEMENT
AGREEMENT # 10000136167

This **SERVICES AGREEMENT** (together with Attachment(s), including without limitation the Service Terms and Conditions attached hereto, this "Agreement") is made by and between Brink's, Incorporated ("Brink's"), a Delaware corporation with offices located at 555 Dividend Drive, Coppell, TX 75019, and NEW BRAUNFELS UTILITIES, a Texas municipal utility provider (EIN: 74-6001783) ("Customer"), with offices located at 1488 S. Seguin Avenue, New Braunfels, TX 78130 and is entered into as of November 1, 2026 ("Effective Date"). Unless otherwise indicated, all capitalized terms used herein shall have the meaning stated in the Service Terms and Conditions.

Customer wishes to engage Brink's to provide certain cash logistics and/or cash management solutions, and Brink's is willing to provide such cash management and/or logistics services for Customer in accordance with terms and conditions set forth in this Agreement. For and in consideration of the mutual agreements herein contained, the parties hereby agree as follows:

1. **SERVICES.** Brink's hereby agrees to provide the following services to Customer, as more fully described in the Attachment(s) signed by Brink's and Customer (check all that apply):
 - ☒ Armored Transportation Services (as set forth in the Armored Transportation Services SOW)
 - ☐ ATM Services (as set forth in the ATM Services SOW)
 - ☐ Cash Vault Services (as set forth in the Cash Vault Services SOW)
 - ☐ CompuSafe/Cash Recycler Services (as set forth in the CompuSafe/Cash Recycler Services SOW)
 - ☐ Kiosk Services (as set forth in the Kiosk Services SOW)
 - Other (describe)_____
2. **TERM.** The Agreement Term shall commence on the Effective Date and shall continue for a period of one (1) year, unless earlier terminated as provided herein or otherwise stated in a SOW. Thereafter, this Agreement shall automatically renew for up to four (4) successive one (1) year periods until terminated by either party upon at least sixty (60) days' written notice prior to the expiration of the then current term. In the event that this Agreement expires prior to the expiration of an Attachment hereunder, the Agreement shall be automatically extended and shall govern such Attachment(s) until the expiration or termination thereof. In no event shall this Agreement extend beyond October 31, 2031.
3. **FEES.** Customer agrees to pay Brink's Fees for the Services, and any additional applicable fees, at the rates set out in the applicable SOW Exhibits. NBU shall pay Brink's at the rates set forth herein in an amount not exceed \$60,000 annually and a total not to exceed amount of \$300,000 for the duration of the Agreement.
4. **COUNTERPARTS.** The persons executing this Agreement represent and warrant that they have the authority to execute it on behalf of the party for whom they have signed and with an intent to bind their respective party to its terms. This Agreement may be executed in multiple counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.
5. **PROMPT PAYMENT ACT.** The provisions of the Agreement relating to payment and the computation of interest are subject to Chapter 2251 of the Texas Government Code, as applicable.
6. **SECTION 7.A. LIMITATION.** Section 7.A. of the Service Terms and Conditions is inapplicable if Customer terminates this Agreement as permitted under Section 2 above.
7. **PUBLIC INFORMATION ACT.** Brink's acknowledges Customer is a governmental body subject to the Public Information Act, Texas Government Code Chapter 552. To the extent permitted by applicable law, Customer will provide Brink's with prompt notice of any request for disclosure of information identified by Brink's as confidential, proprietary, or a trade secret so that Brink's may seek protection from disclosure as permitted by applicable law.
8. **VENUE AND APPLICABLE LAW.** Notwithstanding Section XI.K., the laws of the State of Texas shall govern this Agreement regardless of conflict of law principles and mandatory venue over any actions relating to this Agreement shall lie in Comal County, Texas.

9. **APPROPRIATIONS.** The obligation of Customer to make any payment under this Agreement is a current expense of Customer, payable from and subject to annual appropriations, and is not indebtedness of Customer as described in Article 11, Section 5 of the Texas Constitution. Any termination resulting from the failure to appropriate funds will not relieve Customer of its obligation to pay amounts accrued for Services performed or other amounts due prior to the effective date of termination.
10. **PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL.** To the extent Texas Government Code Section 2271.002 applies to this Agreement, Brink's verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement as described in Chapter 2271 of the Texas Government Code, as amended.
11. **CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATIONS PROHIBITED.** Brink's represents that it is not identified on a list described in Section 2252.152 of the Texas Government Code, as amended, that would prohibit Customer from entering into this Agreement with Brink's. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, as amended.
12. **PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ENERGY COMPANIES.** To the extent Texas Government Code Section 2276.002 applies to this Agreement, Brink's verifies that it does not boycott energy companies and will not boycott energy companies during the term of this Agreement as described in Chapter 2276 of the Texas Government Code, as amended.
13. **PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES.** To the extent Texas Government Code Section 2274.002 applies to this Agreement, Brink's verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement as described in Chapter 2274 of the Texas Government Code, as amended.
14. **WAIVERS.** Any waiver by Customer set forth herein is applicable to the extent it does not violate Texas law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the date first written above.

NEW BRAUNFELS UTILITIES

BRINK'S, INCORPORATED

By: _____
(Authorized Representative)

By: _____
(Authorized Representative)

Name: _____

Name: _____

Title: _____

Title: _____

SERVICE TERMS AND CONDITIONS

I. DEFINITIONS

- A. "Additional Fees" means any Fees owed by Customer in addition to the per month or per trip rate set forth in the applicable Attachment.
- B. "Agreement Term" means the term of this Agreement as set forth in paragraph 2, above.
- C. "AML Legislation" means the Proceeds of Crime Act of 2002, and all other anti-money laundering legislation.
- D. "Analog" means equipment which is analogous to the Equipment that may be used to perform Services.
- E. "Applicable Laws" means any legislation, statute, regulation, ordinance, rule, judgment, order, decree, ruling or other standard or requirement enacted, promulgated or imposed by any domestic or foreign governmental authority or judicial or regulatory body (including any self-regulatory body) at any level (e.g., municipal, county, provincial, state or national) that is applicable to or enforceable against any party. For the avoidance of doubt, Applicable Law includes the laws of the United States, Canada and any other jurisdiction in which Services are provided by Brink's pursuant to this Agreement.
- F. "Armored Transportation Services" means armored transportation of Property and related services to be provided to Customer as described in the Armored Transportation SOW.
- G. "Attachment" means any SOW, exhibit, schedule, amendment or addendum, all of which are hereby incorporated into this Agreement.
- H. "Brink's 24SEVEN" means the customer portal application and associated services by which the Services are utilized and managed.
- I. "Business Day" means weekdays other than federally observed holidays.
- J. "Change Order" means small currency denominations delivered to a Service Location conjunctively with Services hereunder.
- K. "Checks" means checks or other financial instruments, excluding currency.
- L. "Confidential Information" includes but is not limited to (a) the Services, terms, conditions and pricing provided hereunder; (b) any information clearly identified as confidential or disclosed in oral form, if identified as confidential at the time of disclosure; (c) any information of either party regarding computer software, hardware or systems, equipment, vehicles, financial and accounting data, employee information, methods of operation, current and prospective customer and supplier lists, audit reports, present and future business plans, products and product development plans, marketing plans and surveys, copyrights, trade secrets, trademarks, technologies and other non-public information that if disclosed would give a competitor an economic advantage. Confidential Information shall not include information which (i) is in the public domain at the time of disclosure or later enters the public domain through no fault of the Receiving Party, (ii) is received from a third party independent of the Disclosing Party without restriction, (iii) is presently known to the Receiving Party or is independently developed by the Receiving Party without use of Confidential Information, or (iv) is required to be disclosed by law; provided that the Receiving Party shall inform the Disclosing Party of such disclosure order, to the extent permitted by law, and allow the Disclosing Party to object to such disclosure.
- M. "Content Report" means a report provided by the Equipment, if applicable, that sets forth the value of each Shipment of Property collected from the Equipment. For cash recyclers, the Content Report shall only include the value of each Shipment of Property collected from the Deposit Content Unit.
- N. "Contractor" means an authorized contractor or agent of Brink's.
- O. "Customer" means the party specified in the recital above and shall include, where appropriate, any agents specified by Customer as well as employees and other representatives.
- P. "Declared Value" means the amount of Property (i) in a Shipment as reported by Customer at the time the Shipment is picked up by Brink's or (ii) inserted into the Equipment using a Bill Validator.
- Q. "Delivery Location" means the location designated by Customer as the place where Brink's is to deliver Shipments, which may include a Brink's Facility.
- R. "Deposit Content Unit" means, for the CompuSafe/Cash Recycler Services under the applicable SOW, separate and secure coin and currency storage unit(s) inside the Equipment, into which Property is electronically deposited and verified via the Equipment and stored until collected by Brink's.
- S. "Disclosing Party" means the party furnishing or disclosing Confidential Information to the other party.
- T. "Distinctively and Securely Sealed" means the container used to hold any Property has been closed and fastened with a device or method of sealing having a distinguishing mark that can be clearly seen and recognized as a unique identification number or special mark that is attached to the container so that the Property is firmly enclosed, and the device or method of sealing cannot be removed and reapplied to the container without leaving visible external evidence of tampering to the container. The container must also include bar coding compliant with Brink's specifications.
- U. "Documentation" means any written and/or electronic materials describing the function and use of the Equipment.
- V. "Enhanced Content Guarantee" means the terms set forth in Exhibit F of the RCS SOW, if applicable.
- W. "Equipment" means the Brink's technology-enabled device or smart safe (with or without a Bill Validator) provided by Brink's and any other items of equipment described in Exhibit A to the CompuSafe/Cash Recycler Services Statement of Work, if applicable, together with all related software and accessories and Documentation.
- X. "Facility(ies)" means Brink's location(s) where certain Services will be performed.
- Y. "Fees" means charges for Services as listed in Attachment(s), including any surcharges for which Brink's has provided notice to Customer.
- Z. "Force Majeure Event" means internet or communication network outages, pandemics, strikes, lockouts or other labor disturbances, riots, authority of law, acts of God, fire,

flood, tornado, hurricane, earthquake or other events beyond Brink's control.

- AA. "Fragile Property" means any breakable item, including without limitation, decorative pieces, works of art, and jewelry.
- BB. "Loss" means any loss, damage, theft, or destruction of Property while in the possession, custody or control of Brink's for which Customer has provided timely Notice to Brink's.
- CC. "Maximum Liability Amount" means the total liability assumed by Brink's for a Loss as specified in the Attachment(s).
- DD. "Night Depository" means a non-ATM receptacle in which Customer's customers can deposit Property.
- EE. "Nominal Shortage" means an individual Loss at a unit of Equipment in the amount of \$100.00 or less per Property removal.
- FF. "Notice" means a written notice provided in accordance with the requirements of Section X.B.
- GG. "Ongoing Pattern of Shortages" means four (4) or more shortages in a six (6) month period at serviced Equipment.
- HH. "Pick-Up Location" means the location designated by Customer in an Attachment as the place where Brink's is to receive Shipments, whether or not Equipment is installed.
- II. "Property" means currency, coin, Checks, securities, other financial instruments, and other valuables agreed upon by Brink's in an Attachment.
- JJ. "Receiving Party" means the party to whom Confidential Information is furnished or disclosed.
- KK. "Repeat Install Trips" means a subsequent dispatch to the Service Location for installation due to failure of the Customer to have the installation location ready on the initial installation date
- LL. "Representatives" means a party's employees, agents, contractors, subcontractors and other representatives.
- MM. "Scheduled Installation Date" means the date agreed in the Agreement for installation of the Equipment.
- NN. "Service Location" means the location where the Equipment is installed as set out in the RCS SOW, if applicable.
- OO. "Services" means services to be provided by Brink's under this Agreement.
- PP. "Shipment" means one or more containers of Property collected or received by Brink's in one place at any one time for delivery to a single Delivery Location
- QQ. "SOW" means a Statement of Work hereunder, signed by Brink's and Customer.
- RR. "Stipulated Loss Value" means the amount to be paid by Customer in the event that Equipment is lost or destroyed, as further described in the RCS SOW
- SS. "Storage Fees" means the fees to be paid by Customer in the event that a (i) Service Location is not available on the Scheduled Installation Date or (ii) Customer requests that Brink's store Equipment off-site from the Service Location, as further described in the RCS SOW.
- TT. "Unpaid Obligations" means all Fees remaining unpaid after the invoice due date, plus interest and Brink's collection costs, including reasonable attorney's fees and costs incurred in filing claims and recouping property in relevant judicial fora.

II. SERVICES

- A. Brink's shall perform Services as set forth in the SOW(s).
- B. Services will be performed on Business Days, unless otherwise specified in the applicable Attachment(s). In the event of inclement weather or some other irregularity, performance shall be as mutually agreed upon.

III. CHARGES AND PAYMENT

- A. Within thirty (30) days of the date of each invoice, Customer shall pay Brink's the Fees plus all applicable federal, state and local taxes. Payment shall be made by check, electronic funds transfer (EFT) or Fedwire.
- B. For Pick-Up Locations with Equipment, Brink's shall commence billing Fees on the earlier of (i) the Scheduled Installation Date or (ii) the date each unit of Equipment is actually installed. Customer shall remain responsible for payment of Fees until all Equipment is returned to Brink's (unless otherwise owned by Customer).
- C. If Customer disputes the accuracy of an invoice, Customer will provide Brink's written Notice of the claimed inaccuracy within fifteen (15) days of the invoice date or such claim will be deemed waived by Customer.
- D. All charges remaining unpaid after the invoice due date are subject to an interest charge at the lesser of: 1½% per month or the maximum rate allowed by law.
- E. In addition to any and all other remedies, Customer agrees that Brink's shall be permitted to retain as a credit and to offset against such Unpaid Obligations, on a dollar-for-dollar basis, any Property which Brink's has in its possession under this Agreement. Customer hereby pledges and assigns to Brink's all Shipments and Property which come into Brink's possession as collateral to secure Customer's obligations to Brink's hereunder and authorizes Brink's to take all actions necessary to protect and perfect its lien in such collateral, including, without limitation, filing of UCC-1 statements.
- F. Fees are subject to periodic rate increases and additional surcharges upon at least thirty (30) days advanced written communication to the Customer. Brink's may also increase Fees upon written communication in the event of a change in economic conditions that increases Brink's operating costs. Brink's will provide thirty (30) days prior written notice for a Fee increase due to a change in economic conditions affecting the services in Customer's service areas. A change in economic conditions may include, but is not limited to: (i) an increase in labor costs in Customer's service areas; (ii) legislative or regulatory requirements related to the performance of the Services hereunder; or (iii) any event that affects Brink's ability to obtain insurance as required under this Agreement.
- G. Customer shall pay Brink's for all agreed changes in scope of Services (e.g. frequency, days of service, addition or deletion of locations, etc.) whether requested by Customer in writing or verbally.

- H. Customer shall also pay the fuel surcharge as set forth at <https://us.brinks.com/fuel-surcharge>, which may be updated from time to time by Brink's in its sole discretion.

IV. BRINK'S LIABILITY; LIMITATIONS; EXCLUSIONS

- A. Notwithstanding anything to the contrary, but expressly excluding Loss as further addressed and limited under Section IV.D, Brink's total liability related to this Agreement for any reason, whether in tort, contract, warranty or otherwise, shall be limited to actual direct damages not to exceed the total Fees paid or payable by Customer in the twelve (12) months before such claim arises.
- B. Brink's shall not be liable for non-performance or delays of Service, whether in storage or in transit, due to a Force Majeure Event.
- C. Unless otherwise explicitly set out in this Agreement, neither party's liability to the other party for any damages in connection with this Agreement, whether as a result of breach of contract, tort, indemnity, warranty or otherwise, shall, under any circumstances, include special, incidental, consequential, indirect or punitive losses or damages (including, but not limited to, lost profits, interest or savings) whether or not caused by the fault or negligence of that party and whether or not that party had knowledge that such losses or damages might be incurred.
- D. **Brink's Liability for Loss.**
- i. Brink's liability for Loss of a Shipment, shall not exceed the lesser of the following: (1) Maximum Liability Amount; (2) the actual value of the Loss, as may be evidenced by the Content Report, if applicable; or (3) the Declared Value of the Property subject to the Loss.
 - ii. Customer shall not conceal or misrepresent any material fact or circumstance concerning the Property delivered to Brink's and agrees, in the event of Loss, to be bound by Customer's Declared Value.
 - iii. Brink's liability shall commence when Property has been received into Brink's possession, custody or control and a receipt has been signed by Brink's or its subcontractor, if applicable, and shall terminate when the Property has been delivered to the Customer-specified location or agent or alternatively returned to Customer in the event that delivery cannot reasonably be made by Brink's or its subcontractor, if applicable.
 - iv. Brink's shall not be liable for any shortage within any Shipment if: (1) the Shipment is not Distinctively and Securely Sealed by Customer; (2) the shortage or cause of the shortage occurred before Brink's received possession of the Shipment; (3) the Shipment shows no external evidence of tampering when received by and when delivered by Brink's; or (4) Brink's is not properly notified of the shortage within the timeframe stipulated in this Agreement.
 - v. Brink's shall not be liable for a Loss, liability or expenses directly or indirectly caused by, contributed to, resulting or arising from any negligence, criminal acts or fraud by Customer,

Customer's Representatives or any other party acting on the Customer's behalf.

- vi. Does Customer have the ability to reconstruct checks?

YES ☒ NO ☐

In the event of a Loss of Checks, Brink's agrees to pay for: (1) Customer's reasonable costs in identifying and replacing the Checks, plus (2) except for those Checks which could not be collected on at the time of the Loss, the face value of the Checks not identified and replaced, up to a combined limit of \$25,000 per Shipment. The Maximum Liability Amount that applies to the Shipment shall include the referenced \$25,000. Customer shall maintain a complete record of all Checks it places in a Shipment and agrees to diligently pursue identification and replacement efforts of the Checks. Customer further agrees to reimburse Brink's for all amounts that are recovered as the result of such efforts.

- vii. Brink's shall not be liable for a Loss (or for any cost, expense or liability related thereto) caused by or resulting from: (1) war, hostile or warlike action in time of peace or war, including action in 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 forces; or (b) by military, naval or air forces; or (c) by an agent of any such government, power, authority or forces; (2) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence or confiscation by order of any government or public authority.

- viii. In no case shall Brink's be liable for Loss (or for any cost, expense or liability related thereto) directly or indirectly caused by or contributed to or arising from: (1) any chemical, biological, bio-chemical or electromagnetic weapon; (2) the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system; (3) ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; (4) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; (5) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or

(6) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in sub-clause (6) 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.

- ix. The **following limitation shall not apply to Property in transit.** Brink's shall not be liable for Loss (or for any liability, cost or expense related thereto) directly or indirectly caused by, resulting from or in connection with, any act of terrorism or any action taken in controlling, preventing, suppressing or in any way

relating to any Act of Terrorism. An "Act of Terrorism" means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

V. INSURANCE

- A. Brink's is not an insurer under this Agreement. Brink's will maintain at all times during the term of this Agreement, insurance payable to Brink's in such amounts and against such risks as shall adequately cover the Maximum Liability Amount. Upon Customer's written request, Brink's will provide a certificate of insurance. Customer shall be given thirty (30) days' notice in the event such insurance coverage is canceled, not renewed or materially restricted. Customer shall at all times maintain (i) insurance against loss or damage to the Equipment, if applicable, by fire, theft, explosion, water damage and all other hazards and risks ordinarily insured against by owners or users of such properties in similar businesses and (ii) comprehensive general liability insurance coverage, including contractual liability and premises liability. Such insurance shall be in reasonable amounts and with insurance companies of recognized financial responsibility. Upon written request, Customer shall provide to Brink's evidence of such insurance coverage, and Customer agrees that Brink's shall be given thirty (30) days' notice in the event that such insurance coverage shall be canceled, not renewed or materially restricted.

VI. FILING OF CLAIMS; PROOF OF LOSS

- A. In the event of any claim for a Loss or a suspected Loss, Customer shall inform Brink's as soon as practicable upon discovery and provide written Notice of a Loss claim to Brink's via Brink's 24SEVEN Case Management no more than thirty (30) days after the Property which is the subject of the claim was received into Brink's possession or, as applicable, the inventory report or transaction report indicating a Loss or discrepancy is delivered to Customer. Timely and complete submission of a Loss claim shall constitute notice of Loss under this paragraph. Customer shall retain a copy of the notification of Loss receipt provided via email or available from Brink's 24SEVEN. It is Customer's responsibility to promptly verify deliveries, transaction reports, and inventory reports, as applicable.

Unless such Notice is given in the time and manner specifically prescribed by this Section VI.A, Brink's shall not be liable to Customer for any Loss claim and Customer shall be deemed to have expressly waived any such claim.

- B. Customer shall maintain a record of all Property placed in a Shipment and agrees to promptly and diligently assist Brink's in the investigation of any Loss or suspected Loss, including, but not limited to providing supplemental records it maintains to track Property. Customer agrees to mitigate its damages in connection with any Loss.
- C. Brink's and Customer shall fully cooperate in conducting an investigation, and any question of a Loss or the cause thereof, to the extent reasonably possible, shall be resolved by the findings of such investigation.
- D. Upon payment of a claim by Brink's, Customer hereby assigns to Brink's all of its right, title and interest in the Property which was the subject of the Loss and all rights of recovery against third parties that are the subject of the claim. Customer will execute any documents necessary to perfect such assignment upon request by Brink's or Brink's insurers.

VII. DEFAULT; REMEDIES; TERMINATION

- A. If Customer terminates this Agreement or any SOW, in whole or in part, other than for material breach by Brink's, Customer agrees that actual damages might be sustained by Brink's which are uncertain and would be difficult to determine. In the event of early termination during the first half of the term of the applicable SOW(s), Customer shall pay Brink's the remainder of all Fees to be paid by Customer during the remaining portion of the term with respect to the applicable Attachment(s) or location(s), as the case may be. In the event of early termination after the first half of the term of the applicable Attachment(s), Customer shall pay Brink's ten percent (10%) of the Fees to be paid by Customer during the remaining portion of the term with respect to the applicable Attachment(s) or location(s), as the case may be. Upon the occurrence of any event of termination relating to a specific Attachment, all remaining Attachments shall remain in full force and effect. Upon the occurrence of any event of termination relating to a specific location or locations, this Agreement and the applicable Attachment shall remain in full force and effect with respect to all other locations. Said termination fees provided in this section shall be in addition to all Fees due to Brink's for Services already provided.
- B. Either party may terminate this Agreement and/or any Attachment in the event of a material breach of this Agreement or applicable Attachment (including non-payment) by the other party, provided that such breach continues for a period of thirty (30) days after receipt by the breaching party of written Notice from the non-breaching party specifying the nature of such breach. Notwithstanding the foregoing, no written Notice or cure period is required if the breach is non-payment of amounts due. If such breach is cured within the applicable cure period, then this Agreement and the applicable Attachment(s) shall continue in full force and

effect.

- C. No failure or delay on the part of Brink's to exercise any right or remedy hereunder shall operate as a waiver thereof. No express or implied waiver by Brink's of any default shall constitute a waiver of any other default by Customer or a waiver of any of Brink's rights.
- D. In addition to Brink's rights under Section VII.B, upon the occurrence of a material breach by Customer of this Agreement or any Attachment(s), Brink's may exercise any one or more of the following remedies, including any judicial remedies Brink's may have:
 - i. If applicable, require Customer, at Customer's sole cost and expense, to return any and all of the Equipment, or Brink's, at its option, may enter the Pick-Up Location, and repossess and remove the Equipment (except for any Equipment owned by Customer);
 - ii. Declare immediately due and payable all Fees for services provided under this Agreement, and any Fees owed pursuant to Section VII.A hereof.
 - iii. Liquidate all collateral to satisfy Customer's outstanding obligations.
 - iv. Except as otherwise stated in an Attachment, exercise an offset against all Property, Shipments and other property of Customer in Brink's possession to satisfy Customer's outstanding obligations; and/or
 - v. Upon written notice to Customer, suspend or terminate the applicable Attachment(s) or the Services to the Pick-Up Locations associated with the breach or default.
- E. Notwithstanding the Agreement Term set forth above:
 - (i) if Brink's is required by any court of law or governmental agency to cease operating or to recall the Equipment or (ii) if any other party is deemed to have rights in the Equipment other than Brink's and/or Customer, then Brink's shall have the right to terminate this Agreement without any penalty, provided Brink's has given Customer thirty (30) days prior written notice of its decision to terminate and Brink's arranges, at its sole cost and expense, for the pick-up and return of the Equipment. Such costs and expenses are limited solely to the removal of the Equipment from Customer's premises and its transportation to Brink's facility and will in no case cover the cost of returning Customer's premises to its original state (except for damages caused by Brink's negligence in performing such removal).

VIII. CONFIDENTIALITY

- A. Each party hereby agrees to main the confidentiality of any and all Confidential Information delivered or furnished to such party by the other party during the term of this Agreement and for a period of three (3) years after expiration thereof. If any actual or threatened use or disclosure of Confidential Information by either party in breach of this subsection may cause the other party irreparable damage for which recovery of money damages may be inadequate, such party shall be entitled to seek timely injunctive or other equitable relief from a court with competent jurisdiction without the necessity of posting a bond. Any such relief shall be in addition to and

not in lieu of any appropriate relief in the way of monetary damages.

- B. Notwithstanding the foregoing, Customer hereby expressly consents to the use and disclosure of certain Customer information by Brink's and/or Contractors for the limited purposes of delivering, supporting, and enhancing the Services for Customer and enforcing the terms of this Agreement, including, but not limited to, complying with Brink's regulatory compliance requirements. Any and all technical information, transactional data, or other content generated or derived from Brink's performance of the Services or monitoring of Customer's access to or use of the Services, but specifically excluding personal identifiable information received from Customer regarding the Customer during Brink's KYC process ("System Data") shall constitute the property of Brink's and Brink's shall retain all rights, title and interest to such System Data. System Data which has been anonymized, deidentified and/or aggregated such that it cannot be associated with Customer may be retained and used by Brink's during and after the Agreement Term for the operation and improvement of the Services, the development and enhancements of Service features, and the development and enhancement of new Brink's products and services.

IX. COMPLIANCE

- A. Customer hereby represents and warrants that Customer will only request transportation of currency hereunder (i) from a Customer location to Customer's bank account at Customer's financial institution (or the outsourced vault provider for such financial institution, which may be Brink's), (ii) from Customer's account at a financial institution to a Customer location, or (iii) one location of Customer to another location of Customer. Customer hereby agrees that it shall obtain Brink's prior written approval in the event Customer adds a Pick Up location that is not a Customer location or adds a Delivery location that is not Customer's account at a financial institution or a Customer location.
Customer represents and warrants that it will monitor and comply with AML Legislation in jurisdictions in which Customer operates and where Services are provided under this Agreement. Customer will ensure compliance with all client identification and Know Your Customer (KYC) obligations as required by such laws and Brink's requirements. Customer agrees that Brink's shall have the right to review Customer's AML policy and procedures from time to time to ensure implementation of and compliance with such policy and procedures. Brink's reserves the right to suspend and/or terminate this Agreement and/or any SOW if Brink's reasonably determines that Customer has failed to comply with any AML Legislation and regulations in any jurisdictions in which Customer operates or if Brink's determines, based on its KYC policy, procedures, or otherwise in its sole discretion, that Customer no longer fits Brink's risk profile. Customer will have no recourse, financial or otherwise, under this Agreement or otherwise against Brink's if Brink's suspends or terminates the Agreement pursuant to this clause and shall, in particular, not be entitled to any

damages for any loss, cost, or expense resulting, directly or indirectly, from any such suspension or termination.

X. MISCELLANEOUS

- A. Brink's obligations under this Agreement may be met by Brink's or its Contractors; provided that Brink's shall remain responsible as if Brink's were acting on its own behalf. Contractors shall be entitled to the benefit of every limitation and defense to which Brink's is entitled hereunder. Notwithstanding the foregoing, Customer shall look solely to Brink's for reimbursement of any Loss in accordance with the terms of this Agreement.
- B. All Notices under this Agreement shall be in writing and shall be deemed given to the other party immediately upon personal or messenger delivery (with proof of such delivery); proof of transmission date of facsimile transmission; or delivery date of overnight courier or certified mail service. Notice shall be sent to the party at the address shown on the front of this Agreement or to such other address as either party may specify by Notice. Notice to Brink's, including bankruptcy notifications, shall also be sent to: Brink's Inc., Attn: Legal Department, 555 Dividend Drive, Coppell, TX 75019. Solely with respect to Notices for claims of Loss, pursuant to Section VI, Notice to Brink's shall be sent to Brink's 24SEVEN Case Management.
- C. Conflicting terms in Attachments will prevail over terms stated in this Agreement. Any pre-printed terms and conditions contained in any purchase order or other similar document used by Customer shall be null and void and have no force or effect in modifying the terms and conditions of this Agreement.
- D. This Agreement governs the rights and responsibilities of Customer and Brink's. Customer agrees to look only to the provisions of this Agreement for any claim against Brink's relating to Customer's Property and the Services.
- E. Each party agrees to comply with all applicable laws, rules and regulations in the performance of its obligations hereunder.
- F. Except for any warranty hereunder, if applicable, the sole and exclusive remedies for any breach of the terms and provisions of this Agreement shall be those remedies available at law or in equity for breach of contract only (as such contractual remedies have been further limited or excluded pursuant to the express terms of this Agreement), and neither of the parties hereto, nor other person or entity will have any other entitlement, remedy or recourse, whether in contract, tort or otherwise.
- G. Neither party shall use the other party's trade name, likeness, trademarks or logo, or make public announcements regarding this Agreement without the other party's prior written consent.
- H. The illegality or invalidity of any provision of this Agreement shall not affect or invalidate the remainder of the Agreement.
- I. Customer and Brink's hereby knowingly, voluntarily and intentionally waive the right either may have to a trial by jury in respect of any litigation arising in any way out of this AGREEMENT. This provision is a material inducement for the parties to enter into this Agreement.
- J. The provisions of this Agreement, which by their sense and context are meant to survive expiration of this Agreement, shall so survive.
- K. Customer shall have no right(s) of abatement, deduction, setoff or recoupment against Brink's.
- L. THE LAWS OF THE STATE OF DELAWARE SHALL GOVERN THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION OF ITS TERMS AND CONDITIONS, THE INTERPRETATION OF THE RIGHTS AND RELATIONSHIPS OF THE PARTIES HERETO, including BUT NOT LIMITED TO ALL CLAIMS OR CAUSES OF ACTION (WHETHER BROUGHT IN CONTRACT OR TORT) THAT MAY BE BASED ON, ARISE OUT OF OR RELATE TO THIS AGREEMENT, WITHOUT REGARD TO THE CONFLICTS OF LAWS AND PRINCIPLES THEREOF.
- M. If Customer files for protection under any provision of the Bankruptcy Code (11 U.S.C. S. 101, et seq.), Customer shall file among its first day motions a motion seeking authorization to: (1) assume the Brink's contract, (2) pay Brink's all amounts due under the Agreement on an ongoing basis, and (3) pay as a cure claim any past due amounts. Customer acknowledges that the Services are critical to the continued and uninterrupted operation of its business locations and cash flow. Customer shall promptly seek court authority to treat Brink's as a critical vendor.
- N. To the extent Services include transportation, Customer agrees: (a) that none of the provisions of the Carmack Amendment apply to any obligation of Brink's under this Agreement and (b) Customer shall comply with the Private Express Statutes (United States Postal Laws and Regulations) in the preparation of all Shipments.
- O. Customer will not assign this Agreement without the prior written consent of Brink's. All of the covenants, conditions and obligations contained herein shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
- P. To the extent not prohibited by law, Customer must commence any action, suit, or proceeding for a Loss within twelve (12) months after receipt of the Property into Brink's possession.
- Q. This Agreement and the Attachments, all as may be amended from time to time, constitute the entire agreement and understanding between Customer and Brink's with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, express or implied. Unless otherwise specified herein, this Agreement may only be amended or superseded by a writing signed by the parties.



ARMORED TRANSPORTATION SERVICES STATEMENT OF WORK

AGREEMENT # 10000136167 SOW # 30922

This Armored Transportation Services Statement of Work (the "Armored Transportation SOW") entered into as of August 10, 2026 (the "Effective Date"), is an Attachment to the Services Agreement by and between NEW BRAUNFELS UTILITIES ("Customer") and Brink's, Incorporated ("Brink's"), dated (the "Agreement"). This Armored Transportation SOW and any additional Attachments hereto: (i) are incorporated by reference into the Agreement, (ii) apply only to the Armored Transportation Services and not to products or services covered by any other SOW or Attachment under the Agreement, and (iii) amend and supplement the terms of the Agreement as set forth herein. Capitalized terms not defined herein shall have the same meaning as set forth in the Agreement.

1. SCOPE OF SERVICES

A. Brink's Responsibilities

- (i) Brink's shall: arrive at the Pick-Up Location to collect Shipments and deliver such Shipments to the Delivery Location.
- (ii) Brink's may return the Shipment to the Pick-Up Location in the event that delivery to the applicable Delivery Location cannot reasonably be made by Brink's.

B. Customer's Responsibilities

- (i) Customer shall place all Property to be received by Brink's in Distinctively and Securely Sealed containers.
- (ii) Customer warrants that it shall declare the actual value of each Shipment and in each Distinctively and Securely Sealed container in the Shipment. Customer shall not conceal or misrepresent any material fact or circumstance concerning the Property delivered to Brink's and agrees, in the event of Loss, to be bound by its Declared Value.
- (iii) Customer will not include Fragile Property in a Shipment unless specifically agreed to by Brink's in an Attachment.

2. BRINK'S LIABILITY

- A. SUBJECT TO THE TERMS OF THE AGREEMENT, BRINK'S **MAXIMUM LIABILITY AMOUNT** FOR THE SERVICES UNDER THIS ARMORED TRANSPORTATION SERVICES SOW SHALL BE

\$350,000.00 PER SHIPMENT UNLESS OTHERWISE DESIGNATED IN AN ATTACHMENT.

- B. Brink's is not responsible for determining the contents or value of any Shipment.

- C. Night Depository (if applicable). Brink's shall not be liable for any Property contained in a Night Depository. Customer agrees that such Property shall be in Brink's possession only after Brink's removes the Property from the Night Depository. Brink's count of the number of items collected from a Night Depository is binding and conclusive. Brink's shall not be liable for any unexplained Night Depository shortage. Customer is responsible for assuring that the Night Depository is secure.

3. FEES

Customer agrees to pay the Fees for the Armored Transportation Services as described in Exhibit A. The Fees set forth in Exhibit A are based on the frequency of service and number of locations thereunder. Should Customer request a reduction of 10% or more to the total number of locations (in the aggregate) or service stops, the Fees will be subject to a revision.

NEW BRAUNFELS UTILITIES

BRINK'S, INCORPORATED

By: _____
(Authorized Representative)

By: _____
(Authorized Representative)

Name: _____

Name: _____

Title: _____

Title: _____



EXHIBIT A
ARMORED TRANSPORTATION SERVICES SOW
LOCATIONS & FEES

AGREEMENT # 10000136167 SOW # 30922

This Exhibit A to the Armored Transportation SOW, entered into as of November 1, 2026, by and between Brink's and Customer, sets forth the locations and Fees for armored transportation Services. This Exhibit A and the Armored Transportation SOW are Attachments to the Services Agreement by and between Customer and Brink's, dated November 1, 2026 (the "Agreement") and: (i) are incorporated by reference into the Agreement, (ii) apply only to the Armored Transportation Services and not to products or services covered by any other SOW or Attachment under the Agreement, and (iii) amend and supplement the terms of the Agreement as set forth herein. Capitalized terms not defined herein shall have the same meaning as set forth in the Agreement.

I. Service Locations

Service		Day or Date	Liability
(A) Call at:	Customer's locations listed in Section II	Service days as shown in Section II	Maximum : \$350,000.00
Deliver to:	Designated local bank for deposit into Customer's account	Same or following banking day	
(B) Call at:	Customer's bank account at Designated local bank	At same time as Item A	Maximum : \$350,000.00
Deliver to:	Customer's locations listed in Section II	Next scheduled day	

II. Rates

PRICE LIST	LOCATION ID	SERVICE ADDRESS	BRINK'S FACILITY	CONJ	FREQ	ZONE	SERVICE DAY(S)	RATE/ MO.	RATE/ TRIP	EXCESS ITEMS	EXCESS LIAB	EXCESS PREMISES
Price List 001	NEW BRAUNFELS UTILITIES_1	1488 SOUTH SEGUIN AVENUE, NEW BRAUNFELS, TX, 78130-3853	SCHERTZ	No	Weekly	URB	M T W Th F	\$1,801.21		10	\$350,000.00	8 minutes - 00:01 - 23:59

Price List 001**Monthly Billed Service**

CIT Service	Urban	Rural	Over the Road
1 day a week	\$360.24	\$381.30	\$467.96
2 day a week	\$720.48	\$762.61	\$935.93
3 day a week	\$1,080.72	\$1,143.91	\$1,403.89
4 day a week	\$1,440.97	\$1,525.22	\$1,871.86
5 day a week	\$1,801.21	\$1,906.52	\$2,339.82
6 day a week	\$2,161.45	\$2,287.82	\$2,807.78
7 day a week	\$2,521.69	\$2,669.13	\$3,275.75
Every other Week	\$189.13	\$200.18	\$245.68
Once a month	\$95.61	\$101.20	\$124.20

Usage Billed Service

Service Description	Urban	Rural	Over the Road
Excess Items	\$2.50	\$2.50	\$2.50
Excess Liability per \$1000	\$0.50	\$0.50	\$0.50
Excess Time	\$4.00	\$4.00	\$4.00
Holiday Service	\$89.00	\$89.00	\$89.00
Unscheduled Service	\$141.00	\$150.00	\$184.00

Service Description	Urban		Rural		Over the Road	
Emergency Service - Per Hour	\$175/Hr	(0-1)/Hrs	\$400/Hr	(0-2)/Hrs	\$1000/Hr	(0-4)/Hrs
	\$175/Hr	(1-2)/Hrs	\$200/Hr	(2-3)/Hrs	\$250/Hr	(4-5)/Hrs
	\$175/Hr	(2-3)/Hrs	\$200/Hr	(3-4)/Hrs	\$250/Hr	(5-6)/Hrs
	\$175/Hr	(3-4)/Hrs	\$200/Hr	(4-5)/Hrs	\$250/Hr	(6-7)/Hrs
	\$175/Hr	(4-5)/Hrs	\$200/Hr	(5-6)/Hrs	\$250/Hr	(7-8)/Hrs
	\$175/Hr	(5-6)/Hrs	\$200/Hr	(6-7)/Hrs	\$250/Hr	(8-9)/Hrs
	\$175/Hr	(6-7)/Hrs	\$200/Hr	(7-8)/Hrs	\$250/Hr	(9-10)/Hrs
	\$175/Hr	(7-8)/Hrs	\$200/Hr	(8-9)/Hrs		
	\$175/Hr	(8-9)/Hrs	\$200/Hr	(9-10)/Hrs		
	\$175/Hr	(9-10)/Hrs				

Security Surcharge - Customer shall pay surcharge equal to 6.50% of the monthly invoice for services provided under the Agreement.

Environmental Surcharge - Customer shall pay surcharge equal to 2.50% of the monthly invoice for services provided under the Agreement.

*Hourly rates are charged for round-trip hours - Portal to Portal

Holiday List

New Year's Day; Martin Luther King Day; Presidents Day; Memorial Day; Juneteenth; Independence Day; Labor Day; Columbus Day; Veterans' Day; Thanksgiving Day; Christmas Day