EXECUTION COPY

AMENDED AND RESTATED
ABM BAILMENT AGREEMENT

THIS AMENDED AND RESTATED ABM BAILMENT AGREEMENT is made effective as of November 1, 2013

BETWEEN: **DIRECTCASH PAYMENTS INC.**
a company organized and existing under the laws of Alberta, having an office located at Bay #6, 1420 – 28th Street NE, Calgary, Alberta T2A 7W6
(hereinafter called "**DCPI**")

OF THE FIRST PART

AND: **CANADIAN IMPERIAL BANK OF COMMERCE**,
a Canadian chartered bank organized and existing under the laws of Canada, having an office located at 199 Bay Street, Toronto, Ontario M5L 1G9
(hereinafter called "**CIBC**")

OF THE SECOND PART

WHEREAS DCPI owns, operates, manages and/or provides management services in connection with certain automated teller machines located at various public access locations set forth in Schedule A (such automated banking machines and such locations, each as amended and updated from time to time, being respectively the "**Deployed ABMs**" and the "**Locations**") which are to be covered by this Agreement;

AND WHEREAS the Parties hereto have entered into an ABM Bailment Agreement dated as of November 1, 2013 providing for a bailment relationship between CIBC, as bailor, and DCPI, as bailee, for the bailment of the Bailed Cash up to an authorized limit of $60,000,000 (the "$**60MM Bailment Agreement**");

AND WHEREAS Threshold Financial Technologies Inc. ("**Threshold**") and the Parties hereto have entered into an ABM Bailment Agreement dated as of November 1, 2013 providing for a bailment relationship between CIBC and Threshold up to an authorized limit of $40,000,000 (the "**$40MM Bailment Agreement**");

AND WHEREAS Threshold and DCPI amalgamated under Section 181 of the *Business Corporations Act* (Alberta) as of January 1, 2014 and continue as DCPI;

AND WHEREAS CIBC has agreed to increase the aggregate authorized limit to $150,000,000, and the Parties wish to amend, consolidate and restate the terms of the $60MM Bailment Agreement and $40MM Bailment Agreement on the terms set forth below;

NOW THEREFORE, in consideration of the mutual agreements, covenants, terms and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree together as follows:

ARTICLE 1 - DEFINITIONS

1.1 **Definitions**. In this Agreement the following words and phrases will have the meanings set forth below:

"**ABM**" means automated banking machine or automated banking machines, as the context requires;

"**Agreement**" means this agreement, including schedules, as the same may be amended, varied, restated, renewed or replaced at any time and from time to time;

"**Armoured Car Carrier**" or "**ACC**" means each of Brink's Canada Limited and G4S Cash Solutions (Canada) Limited or such other armoured car carrier nominated by DCPI as an "Armoured Car Carrier" for the purposes of and in accordance with this agreement;

"**Armoured Car Carrier Acknowledgement**" means the form of armoured car carrier acknowledgement set out in Schedule B that is to be executed by DCPI and acknowledged and agreed to by the Armoured Car Carrier and CIBC;

"**Armoured Car Carrier Agency Agreement**" means agreement(s) in form and substance satisfactory to CIBC in its sole discretion establishing the Armoured Car Carrier(s), as agent of DCPI, as the Armoured Car Carrier for purposes of this Agreement and setting out the rights and obligations of DCPI and the Armoured Car Carrier in respect of the transactions contemplated by this Agreement.

"**Authorized Limit**" has the meaning ascribed thereto in Section 2.1 of this Agreement;

"**Authorized Signatories**" means those individuals authorized by DCPI to provide direction to CIBC who are identified as such in Schedule D together with such other signatories as DCPI may designate in Schedule D from time to time;

"**Bailed Cash**" means the Currency owned and bailed by CIBC to DCPI pursuant to this Agreement that is required to be deposited into the Deployed ABMs by the Armoured Car Carrier, as agent of DCPI;

"**Bailed Cash Settlement Account**" means one (1) or more Canadian Dollar denominated accounts owned and opened and maintained by CIBC at a CIBC branch for use solely for the purposes identified herein, from which accounts:

(a) amounts of Bailed Cash denominated in Canadian Dollars; and

(b) amounts of Bailed Cash denominated in Foreign Currency that have been converted by CIBC at the applicable Exchange Rate to Canadian Dollars;

may be withdrawn by DCPI as bailee for deposit by the Armoured Car Carrier, as agent of DCPI, in the Deployed ABMs, which account will be funded by CIBC at the request of DCPI, all in accordance with and subject to the terms and conditions of this Agreement;

"**Business Day**" means a day on which CIBC is open for business in Toronto, Ontario;

"**CDN $ Usage Fee**" has the meaning ascribed to it in Section 4.1(a)of this Agreement;

"**CIBC**" means Canadian Imperial Bank of Commerce;

"**CIBC Prime Rate**" means the variable reference interest rate per year declared by CIBC from time to time to be its prime rate for Canadian dollar loans made by CIBC in Canada;

"**Claim**" means a claim, demand, liability, allegation, assertion, offset, defence, counterclaim, proceeding, action, suit or other right of action;

"**Confidential Information**" has the meaning ascribed thereto in Section 9.7 of this Agreement;

"**Currency**" means Canadian Dollars or Foreign Currency, all as more particularly set out in Schedule F;

"**Daily Rate**" means the daily rate for a day that is equivalent to, on a per annum basis, the [redacted] that is in effect on that day;

"**DCPI Switch**" means certain hardware and software operated by DCPI for the purpose of connecting ABMs to the *Interac*, *Cirrus*, *Plus* and other applicable networks;

"**Deployed ABMs**" has the meaning ascribed thereto in the preamble to this Agreement;

"**Designated Service Provider**" means a third party service provider designated by DCPI from time to time to provide equipment maintenance services in respect of the Deployed ABMs;

"**Designated Service Provider Acknowledgement**" means the form of acknowledgement set out in Schedule C that is to be executed by DCPI and acknowledged and agreed to by a Designated Service Provider and CIBC;

"**DCPI**" means DirectCash Payments Inc.

"**Disclosing Party**" has the meaning ascribed thereto in Section 9.7 of this Agreement;

"**Effective Date**" means November 1, 2013;

"**Exchange Rate**" means, in respect to a particular Foreign Currency and subject to Section 4.3 of this Agreement, the Spot Rate for it plus the spread in basis points, all as more particularly set out in Schedule F;

"**Fees**" has the meaning ascribed thereto in Section 4.1 of this Agreement;

"**Fee Statement**" has the meaning ascribed thereto in Section 4.2 of this Agreement;

"**Force Majeure Event**" has the meaning ascribed thereto in Section 9.25 of this Agreement;

“**Foreign Currency**” means any one (1) or more of the Foreign Currencies set out in Schedule F;

“**Foreign Currency Usage Fee**” has the meaning ascribed to it in Section 4.1(d) of this Agreement;”

“**General Account**” means the current account owned and opened and maintained by DCPI with CIBC from which Fees will be paid by DCPI to CIBC and to which the transactions described in Section 3.4 of this Agreement will be posted;

“**Governmental Authority**” means any government, any province or any other political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, in each case whether federal, provincial or local;

“**Industry Regulations**” means all agreements, memoranda, by-laws, regulations, directives, rules, guidelines, instruments and policies made, promulgated, agreed to, issued, passed, ratified and/or confirmed from time to time by each of the networks of which DCPI is a member or in accordance with applicable law in respect of or relating directly or indirectly to shared cash dispensing, as all of the foregoing may be amended, supplemented, replaced, restated or otherwise modified from time to time;

“**Initial Term**” has the meaning ascribed thereto in Section 6.1 of this Agreement;

“**Locations**” has the meaning ascribed thereto in the preamble to this Agreement;

“**Monthly List**” has the meaning ascribed thereto in Section 3.4(a) of this Agreement;

“**Parties**” means CIBC and DCPI, and “**Party**” means any one of them;

“**Person**” means and includes any individual, sole proprietor, partnership, joint venture, corporation, trust, unincorporated organization, government or any department, agency or instrumentality thereof or any other person whatsoever, and the heirs, executors, administrators or other legal representatives of an individual;

“**Receiving Party**” has the meaning ascribed thereto in Section 9.7 of this Agreement;

“**Reconciliation Report**” has the meaning ascribed thereto in Section 8.4 of this Agreement;

“**Renewal Term**” has the meaning ascribed thereto in Section 6.2 of this Agreement;

“**Residual Cash**” means the Currency which has been withdrawn from the Deployed ABMs by the Armoured Car Carrier as part of the replenishment process and returned to the treasuries held at the Armoured Car Carrier;”;

“**Schedule A**” means Schedule A annexed hereto and forming part of this Agreement;

“**Schedule B**” means Schedule B annexed hereto and forming part of this Agreement;

"**Schedule C**" means Schedule C annexed hereto and forming part of this Agreement;

"**Schedule D**" means Schedule D annexed hereto and forming part of this Agreement;

"**Schedule E**" means Schedule E annexed hereto and forming part of this Agreement;

"**Schedule F**" means Schedule F annexed hereto and forming part of this Agreement;

"**Settlement Day**" means the period of time commencing at 9:00PM (Toronto time) on each Business Day and concluding at 9:00PM (Toronto time) on each subsequent Business Day;

"**Settlement Funds**" means:

(a) Currency in the form of Canadian Dollars; and

(b) the Canadian Dollar equivalent of Currency in the form of Foreign Currency;

which has been withdrawn from the Deployed ABMs during a Settlement Day and which is in the process of being settled back by DCPI into the Bailed Cash Settlement Account as part of the Settlement Process;"

"**Settlement Process**" means the reconciliation and settlement of Settlement Funds into the Bailed Cash Settlement Account in respect of Transactions completed at the Deployed ABMs based on a net position at the end of a Settlement Day;

"**Spot Rate**" means, at any particular time, the spot rate at which CIBC acquires a Foreign Currency;

"**Term**" has the meaning ascribed thereto in Section 6.2 of this Agreement;

"**Transaction**" means a financial transaction message request processed by DCPI emanating from a Deployed ABM.

ARTICLE 2 - GENERAL AGREEMENT

2.1 **Amount of Bailed Cash**. CIBC will make Bailed Cash available to DCPI, as bailee, and DCPI shall cause Armoured Car Carrier, as agent of DCPI, to deposit the Bailed Cash in the Deployed ABMs. CIBC's obligation to make Bailed Cash available shall be limited to the cumulative maximum amount of One Hundred and Fifty Million Canadian Dollars (CDN $150,000,000.00) (the "**Authorized Limit**"). The Authorized Limit may be increased or decreased at any time during the Term by the mutual written agreement of CIBC and DCPI setting out the revised Authorized Limit and the period during which it will remain in effect. If the outstanding Bailed Cash at any time includes Currency denominated in Foreign Currency or a combination of some or all of those Currencies, the Foreign Currency will be converted to Canadian Dollars by CIBC at the Spot Rate for purposes of determining whether the aggregate amount of Bailed Cash outstanding at such time is below or exceeds the Authorized Limit.

2.2 **Funding Requests**. CIBC will provide Bailed Cash to DCPI in such amounts and for such Deployed ABMs as DCPI may, in its sole discretion, request from time to time, provided that the total amount of Bailed Cash outstanding will not at any time exceed the Authorized Limit.

DCPI will submit requests for Bailed Cash to CIBC via facsimile transmission or such other method agreed to by CIBC and DCPI from time to time. Upon CIBC's satisfaction in its sole discretion that the Authorized Limit has not and will not be, following the satisfaction of the request, exceeded, CIBC shall make the Bailed Cash available for pick up by the Armoured Car Carrier, as agent of DCPI, by not later than the next Business Day after such request has been received by CIBC (in respect of requests made by 11:00AM (Toronto Time) on a Business Day), or by no later than two (2) Business Days after such request has been received by CIBC (in respect of any request made on a non-Business Day or after 11AM (Toronto Time) on a Business Day). DCPI will provide a list of Authorized Signatories to CIBC authorized to issue funding requests on behalf of DCPI in accordance with this Agreement.

Currency requests submitted by DCPI to CIBC will be fulfilled by CIBC in the denominations set out in Schedule F.

The Armoured Car Carrier Agency Agreement shall set out appropriate arrangements with the Armoured Car Carrier to receive the Bailed Cash as the agent of DCPI and deliver such Bailed Cash to the Deployed ABMs in the manner contemplated herein. The Armoured Car Carrier will execute a receipt confirming the amount of Bailed Cash received by it from CIBC, which receipt the Parties may rely upon in the absence of a manifest error.

2.3 **Armoured Car Carrier**. DCPI will enter into an Armoured Car Carrier Agency Agreement with each Armoured Car Carrier to, among other things, appoint the Armoured Car Carrier as agent of DCPI to transport and deliver the Bailed Cash from CIBC to the Deployed ABMs designated by DCPI and to provide the additional services contemplated herein. DCPI shall not appoint an agent to act as Armoured Car Carrier without the prior written consent of CIBC and without satisfying the terms and conditions specified by CIBC in the granting of any such consent, including any requirement to enter into a written agreement with such Person on substantially the same terms as the Armoured Car Carrier Agency Agreement.

DCPI will arrange, pursuant to the Armoured Car Carrier Agency Agreement, for the Armoured Car Carrier to transport Bailed Cash, as agent of DCPI, from CIBC to the Deployed ABMs designated by DCPI. The Armoured Car Carrier shall be properly insured in accordance with Section 5.8 hereof. The cost of the Armoured Car Carrier services will be borne by DCPI, all without recourse to or compensation from CIBC.

2.4 **Reconciliation Procedures**. The reconciliation procedures to be applied to the Bailed Cash during the operation of this Agreement are fully described in Schedule E and each of DCPI and CIBC shall comply with those reconciliation procedures that apply to it at all times.

2.5 **Condition Precedent**. Notwithstanding any other provision of this Agreement, the obligation of CIBC to make Bailed Cash available to DCPI as bailee pursuant to this Agreement is subject to the prior receipt by CIBC of the following items or documents:

(a) DCPI and CIBC shall have agreed on a form of a funding request contemplated under Section 2.2 hereof;

(b) establishment of the Bailed Cash Settlement Account in accordance with Section 3.1 hereof;

(c) establishment of the General Account;

(d) DCPI and CIBC shall have agreed on a form of report to be provided in respect of cash overages/cash shortages as more particularly described in Section 3.4(a) hereof;

(e) a fully executed original of an Armoured Car Carrier Acknowledgement for the Armoured Car Carrier that DCPI has retained, as agent, to transport and deliver Bailed Cash from CIBC to the Deployed ABMs;

(f) a fully executed original of a Designated Service Provider Acknowledgement for each Designated Service Provider that DCPI has retained to provide equipment maintenance services for the Deployed ABMs;

(g) a list of Deployed ABMs contemplated by Section 8.1 hereof;

(h) DCPI and CIBC shall have agreed on a form of Reconciliation Report contemplated by Section 8.4 hereof;

(i) a list of authorized signatories as more particularly set out in Schedule D hereof;

(j) proof of all insurance required under Section 5.8 hereof; and

(k) the waiver/estoppel letters more particularly described in Section 5.1 hereof.

ARTICLE 3 - SETTLEMENT, BALANCING AND RELATED MATTERS

3.1 **Nature of Bailed Cash Settlement Account**. CIBC will open and maintain a Bailed Cash Settlement Account for the sole purpose of providing the Bailed Cash to DCPI, as bailee, to be delivered in the Deployed ABMs by the Armoured Car Carrier, as agent of DCPI, as designated by DCPI. The Bailed Cash Settlement Account will only have the following transactions posted to it:

(a) advances by CIBC of Bailed Cash to DCPI, as bailee of CIBC, to be transported and delivered by the Armoured Car Carrier, as agent of DCPI, to Deployed ABMs;

(b) deposit by DCPI of Settlement Funds; and

(c) deposit of Residual Cash in the event that the Armoured Car Carrier has a surplus of funds in its treasury which exceed its day to day operating requirements.

The Bailed Cash, Settlement Funds, Residual Cash and any other contents of the Bailed Cash Settlement Account will at all times remain the sole and exclusive property of CIBC, and CIBC shall have sole authority to process all deposits, withdrawals and other transactions in respect of the Bailed Cash Settlement Account.

For certainty, DCPI shall have no authority to draw or claim on the Bailed Cash Settlement Account or any funds deposited therein, and no funds shall be made available to DCPI except as contemplated by the delivery of a funding request in Section 2.2 hereof.

3.2 **Connection Arrangements**. DCPI may switch ABM Transactions through the DCPI Switch, provided DCPI, as applicable, complies with the following requirements:

(a) DCPI will each be switch providers and members of Interac Association in good standing at all times during the Term and will be in compliance with all Industry Regulations applicable to a switch provider and an operator of ABMs; and

(b) Each Settlement Day, DCPI will process all Settlement Funds related to Transactions processed through the DCPI Switch as bailee for and on behalf of CIBC and will deposit all such Settlement Funds to the Bailed Cash Settlement Account by no later than one (1) Business Day following the Settlement Day. In the event of a settlement delay affecting participants in the Canadian payment system generally and not caused by or directly or indirectly related to the negligence or wilful misconduct of DCPI as the case may be, DCPI will use its best efforts to ensure that such Settlement Funds are settled to the Bailed Cash Settlement Account by not later than two (2) Business Days following the Settlement Day.

3.3 **Balancing**. DCPI will ensure that a physical counting of the Bailed Cash in each Deployed ABM will be completed by the Armoured Car Carrier not less than once per calendar month.

3.4 **Cash Shortages/Overages**.

(a) **Reporting**: Except as otherwise provided below in this Section 3.4, DCPI will provide CIBC, via facsimile transmission or other such method that may be mutually agreed upon by DCPI and CIBC, within the first ten (10) Business Days of a month during the Term, with a listing (the “**Monthly List**”) of all cash shortages and overages for the previous month. The Monthly List will provide for the following:

- Individual ABM overages and shortages (in Currency);
- Total shortages (in Currency); and
- Total overages (in Currency).

In addition to providing the Monthly List, DCPI will notify CIBC, via facsimile transmission or other such method that may be mutually agreed upon by the DCPI and CIBC, of all cash shortages and overages exceeding:

(i) in the case of Currency that is Canadian Dollars, Two Thousand Five Hundred Dollars ($2,500.00); and

(ii) in the case of Foreign Currency, the amounts that are equivalent to Two Thousand Five Hundred Dollars ($2,500.00) in Canadian Dollars;

that have remained unresolved for five (5) Business Days and will also notify CIBC when a cash shortage or overage occurrence has been resolved. In addition, if any one (1) Currency cash shortage exceeds any of the Currency amounts specified hereinabove and remains unresolved by DCPI for five (5) Business Days, then, and notwithstanding Section 3.4(b) hereof, CIBC reserves the right to require, by giving notice to DCPI, immediate settlement of the Currency cash shortage from DCPI.

(b) **Netting**: CIBC shall net the aggregate cash shortage amount against the aggregate cash overage amount reported in the Monthly List to determine a net cash overage or net cash shortage, as applicable, and shall debit or credit the Bailed Cash Settlement Account or the General Account, as applicable, in accordance with and in satisfaction of the obligations set forth in Sections 3.4(c) and (d) hereof for that month.

(c) **Cash Shortages**: CIBC shall debit the General Account directly for all net cash shortages, if any, for the reported month, and provide notice of such debit to DCPI within five (5) Business Days of such debit having been made. Upon debiting such funds, CIBC will promptly deposit the funds obtained from the General Account to the Bailed Cash Settlement Account. In the event that, subsequent to the identification of any net cash shortage as set forth above, DCPI subsequently identifies any or all of the Bailed Cash originally giving rise to the cash shortage, then, upon DCPI depositing additional Bailed Cash to the Bailed Cash Settlement Account, CIBC will promptly credit the General Account with an equivalent amount and provide notice to DCPI of such credit within five (5) Business Days of such credit being made by CIBC.

(d) **Cash Overages**: CIBC shall debit the Bailed Cash Settlement Account directly for all net cash overages, if any, for the reported month, and provide notice of such debit to DCPI within five (5) Business Days of such debit being made. Upon debiting such funds, CIBC will promptly deposit the funds obtained from the Bailed Cash Settlement Account to the General Account. In the event that, subsequent to the identification of any cash overage as set forth above, DCPI subsequently identifies any or all of the Bailed Cash originally giving rise to the cash overage, then, upon DCPI depositing additional Bailed Cash to the General Account, CIBC will promptly credit the General Account with an equivalent amount and provide notice to DCPI of such credit within five (5) Business Days of such credit being made by CIBC.

(e) DCPI will keep sufficient funds (either through cash or credit availability) available in the General Account at all times in order to cover all debit transactions made by CIBC to the General Account pursuant to Sections 3.4(a) and 3.4(b) of this Agreement.

3.5 **<u>Reporting</u>**. DCPI will, at its own expense, provide CIBC, acting reasonably, with access to any and all reporting with respect to the Deployed ABMs and the Bailed Cash. DCPI will arrange for access to any other such reporting that CIBC may, at its sole discretion, reasonably request from DCPI from time to time.

ARTICLE 4 - FEES

4.1 **<u>Fees</u>**. DCPI will pay the following fees (collectively, "**Fees**") to CIBC each month during the Term in consideration for CIBC providing DCPI with Bailed Cash as bailee and performing its other obligations to DCPI hereunder:

(a) a monthly Bailed Cash usage fee based on the aggregate daily balance of the Bailed Cash denominated in Canadian Dollars that is outstanding during a month ("**CDN $ Usage Fee**"), such CDN $ Usage Fee for each such month to be calculated as follows:

(i) CIBC will calculate the daily CDN $ Usage Fee payable by DCPI to CIBC each day by multiplying the balance of the Bailed Cash denominated in Canadian Dollars that is outstanding at the end of that day by the Daily Rate, and

(ii) CIBC will calculate, at the end of the month, the sum of the daily CDN $ Usage Fees payable from that month to derive the CDN $ Usage Fee payable by DCPI to CIBC for that month;

(b) a Bailed Cash supply fee of [redacted] on each currency bundle (100 bills) of Bailed Cash denominated in Canadian Dollars that is supplied by CIBC to DCPI each month pursuant to Section 2.2 of this Agreement;

(c) a Bailed Cash currency delivery fee of [redacted] for each Bailed Cash note denominated in Foreign Currency that is supplied by CIBC to DCPI each month pursuant to Section 2.2 of this Agreement; and

(d) a monthly Bailed Cash usage fee based on the aggregate daily balance of the Canadian Dollar equivalent of the Bailed Cash denominated in Foreign Currency that is outstanding during a month ("Foreign Currency Usage Fee"), such Foreign Currency Usage Fee for each such month to be calculated as follows:

(i) CIBC will calculate the daily Foreign Currency Usage Fee payable by DCPI to CIBC each day by multiplying the balance of the Canadian Dollar equivalent of the Bailed Cash denominated in Foreign Currency that is outstanding at the end of that day by the Daily Rate, and

(ii) CIBC will calculate, at the end of the month, the sum of the daily Foreign Currency Usage Fees payable from that month to derive the Foreign Currency Usage Fee payable by DCPI to CIBC for that month;

The Fees, calculated and payable monthly as aforesaid, will be payable by DCPI to CIBC monthly in arrears.

4.2 **Fee Statement**. CIBC will prepare a fee statement for DCPI within ten (10) Business Days of the end of the month showing the calculation of the Fees payable by DCPI to CIBC for the immediately preceding month (the "**Fee Statement**"). CIBC will debit the General Account with the amount of the Fees earned by CIBC each month, all as shown in the applicable Fee Statement, on the last Business Day of the following month.

4.3 **Exchange Rate Review:** CIBC will review each Exchange Rate for Foreign Currency once the annual volume of Bailed Cash provided by CIBC to DCPI under this Agreement for all Foreign Currency reaches the Canadian Dollar equivalent of One Hundred and Forty Nine Million Dollars ($149,000,000.00)."

ARTICLE 5 - OWNERSHIP AND RELATED MATTERS; INSURANCE

5.1 **Bailed Cash Ownership and Receivable Ownership**. The Parties acknowledge and agree as follows:

(a) CIBC has all right, title and interest in and to and is the sole and exclusive owner of all Bailed Cash;

(b) Upon the withdrawal of Bailed Cash by any Person (other than DCPI or the Armoured Car Carrier) from a Deployed ABM in accordance with the usual and lawful operation of the Deployed ABM, all of CIBC's right, title and interest in and to the Bailed Cash shall vest in such Person;

(c) All right, title and interest in and to any receivable which becomes due or owing by any Person as a result of the withdrawal referred to in Section 5.1(b) hereof (an "FI Receivable") shall be solely and exclusively owned by CIBC;

(d) DCPI is a mere bailee of any Bailed Cash in its possession or in the possession of any agent or third party appointed by DCPI (including Armoured Car Carrier), and shall have no right, title or interest (including any legal, equitable or security interest) in any Bailed Cash at any time;

(e) DCPI has no right, title or interest (including any legal, equitable or security interest) in any FI Receivable;

(f) at the time of termination of this Agreement, CIBC will be entitled to recover from DCPI, without deduction, offset or counterclaim by DCPI, or any other party (as well as any Person claiming through DCPI), all Bailed Cash in its possession or in the possession of any agent or third party appointed by DCPI (including Armoured Car Carrier), or contained in any Deployed ABM.

Without limiting the generality of the foregoing, and notwithstanding that Bailed Cash may be in the physical possession or custody of a Person or something other than CIBC, including, without limitation, the Deployed ABMs and the Armoured Car Carrier, until the Bailed Cash is dispensed from a Deployed ABM to the user of the Deployed ABM, DCPI acknowledges and agrees that such Bailed Cash will remain the sole and exclusive property of CIBC. Any transfer of Bailed Cash by DCPI to any other Person prior to it being deposited into the Deployed ABMs will be deemed to be in a similar relationship as bailee in respect to such Bailed Cash, with CIBC being the bailor of such Bailed Cash, so that any such recipient of such Bailed Cash will hold such funds as bailee for and on behalf of CIBC as bailor.

The Parties expressly acknowledge and agree that, the arrangement contemplated herein in no way constitutes a borrowing arrangement between the Parties. Notwithstanding, strictly to provide additional assurances to CIBC, and without prejudice to the bailment arrangement between the Parties as set out in this Agreement or CIBC's right to assert its ownership interest in all of the Bailed Cash and any FI Receivable, DCPI hereby pledges, charges, and grants a security interest in favour of CIBC in all of DCPI's right, title and interest in and to any present or after acquired Bailed Cash and any FI Receivable, if any, to secure the return of the Bailed Cash and the realization of the FI Receivable contemplated by this Agreement. DCPI agrees that it shall assist CIBC in obtaining waivers or estoppels from each of DCPI's prior secured creditors, if any, of any interest of such creditors in the Bailed Cash or any FI Receivable within thirty (30) days of the Effective Date.

DCPI will not create or permit the creation of any lien, encumbrance, security interest, charge or any other right or interest in any of the Bailed Cash, and will not assert or permit the assertion of any claim or right of set-off against or in connection with the Bailed Cash.

5.2 **Return of Bailed Cash**. At the time of termination of this Agreement, DCPI will return all of the outstanding Bailed Cash to CIBC.

5.3 **Proceedings**. If DCPI becomes the subject of any voluntary or involuntary proceedings in bankruptcy, liquidation, dissolution, receivership, attachment or composition for the benefit of creditors, DCPI confirms that it will have no claim to any Bailed Cash, that all Bailed Cash will not be part of DCPI's estate and that CIBC will immediately be entitled to demand the return of all Bailed Cash. In this regard, and to the extent permitted by applicable law, DCPI hereby consents and agrees not to contest or otherwise dispute CIBC's motion to lift the automatic stay (should the automatic stay be deemed applicable) in order for CIBC to obtain possession of Bailed Cash in any such proceeding.

5.4 **Change in Circumstance**. The Parties acknowledge and agree that if any Bailed Cash is dispensed from a Deployed ABM in accordance with the usual and lawful operations of the Deployed ABMs, in exchange for the dispensed Bailed Cash, CIBC immediately becomes entitled to an amount from DCPI equal to such Bailed Cash by the delivery from DCPI to CIBC of an amount of cash equal to the amount of the dispensed Bailed Cash through the Settlement Process into the Bailed Cash Settlement Account.

5.5 **<u>Acceptance of Bailment; Allocation of Risk</u>**. DCPI accepts the bailment of the Bailed Cash and agrees that from the moment the Armoured Car Carrier has secured such Bailed Cash within Deployed ABMs to the moment that it is settled into the Bailed Cash Settlement Account through the Settlement Process, DCPI accepts all responsibility and bears all risk of loss including, without limitation, loss suffered or created by theft, damage, destruction, fraud, dispute resolution or incorrect dispensing of the Bailed Cash being held within Deployed ABMs.

5.6 **<u>Use of Bailed Cash</u>**. No Bailed Cash will be used by DCPI for any purpose other than as stated in this Agreement and all Bailed Cash shall be delivered to the Deployed ABMs or deposited into the Bailed Cash Settlement Account in accordance with this Agreement, and shall at all times be held separate and apart from and shall not be co-mingled with any of DCPI's other funds.

5.7 **<u>Access to Bailed Cash</u>**. Access to the vaults of the Deployed ABMs will be limited to the Armoured Car Carrier and any Designated Service Provider. At no time during the Term will DCPI have any access to the Bailed Cash. The vaults of the Deployed ABMs will only be opened by Armoured Car Carrier or Designated Service Provider personnel. In addition, DCPI will not have possession or access to any of the combinations or keys to the vaults of the Deployed ABMs.

5.8 **<u>Insurance Requirements</u>**.

(a) The Parties acknowledge that DCPI is not an insurer. DCPI will, at its own expense, obtain and maintain in force during the Term "crime and fidelity", "errors and omissions" and "general liability" insurance (in the case of "general liability" insurance with coverage up to Two Million Dollars ($2,000,000.00) with insurers of recognized financial responsibility, in such amounts (in the case of "crime and fidelity" and "errors and omissions" insurance) and against such risks (including the risk of dishonesty of DCPI's employees and/or its representatives and contractors) as will adequately cover its liabilities for loss of any amount of Bailed Cash equal to the Settlement Funds under this Agreement. The Parties acknowledge that the Armoured Car Carrier will be required to obtain and maintain in force "all risk" insurance in the manner provided for in the Armoured Car Carrier Acknowledgment.

(b) Such insurance held by DCPI shall insure, up to the coverage limit, the Bailed Cash during the time such Bailed Cash is in the possession of DCPI or Armoured Car Carrier, as agent of DCPI, and/or held in the Deployed ABMs.

(c) Such insurance held by the Armoured Car Carrier shall insure all Bailed Cash during the time such Bailed Cash is held in its possession and under its custody and control.

(d) DCPI's "crime and fidelity", "errors and omissions" and "general liability" insurance specified in Section 5.8(a) of this Agreement will name CIBC as loss payee.

(e) DCPI will observe and comply with all terms and conditions set forth in the aforesaid insurance policies or imposed by DCPI's insurer(s).

(f) The liabilities and obligations of DCPI under this Agreement will not in any way be restricted to any sums mentioned in any of the insurance coverages set out in this Section 5.8 and such insurance amounts provided for herein will not be construed so as to relieve or limit the liability of DCPI to CIBC under this Agreement.

5.9 **Notice of Claim**. If:

(a) a Claim for Bailed Cash arises in circumstances in which there is evidence of forcible entry into a Deployed ABM; or

(b) any other circumstance arises in which a potential Claim could arise pertaining to the Bailed Cash (including a Claim for cash shortages),

then, subject to Section 3.4 above, DCPI will use every reasonable effort to immediately notify CIBC orally and will, in any case, notify CIBC orally within twenty-four (24) hours of becoming aware of the occurrence of such a Claim and in writing within forty-eight (48) hours after becoming aware of the occurrence of such a Claim.

ARTICLE 6 - TERM AND RENEWAL; EXPIRATION; TERMINATION

6.1 **Initial Term**. The term of this Agreement will begin on the Effective Date and will continue for a period of five (5) years thereafter (the "**Initial Term**"), unless terminated by either Party pursuant to Section 6.3 hereof, renewed by CIBC pursuant to Section 6.2 hereof or terminated by either Party by giving not less than one hundred and eighty (180) days (or such shorter or longer notice as the Parties may mutually agree to in writing) prior written notice of termination to the other Party during the Initial Term or any Renewal Term, as the case may be.

6.2 **Renewal Term**. Either CIBC or DCPI may request an extension of the term of this Agreement for additional periods of one (1) year each (each, a "**Renewal Term**") (all such Renewal Terms together with the Initial Term being called, collectively, the "**Term**"), provided that the requesting Party shall give not less than one hundred and eighty (180) days written notice of its intent to do so in advance of the end of the Initial Term or then current Renewal Term, as the case may be. Any extension of the Term will require the consent of CIBC or DCPI. The receiving Party will, within thirty (30) days of receiving such written notice from the requesting Party, provide written confirmation to the requesting Party of whether it has agreed or not to the Renewal Term. The Parties agree that there may be no more than three (3) Renewal Terms under this Agreement.

6.3 **Early Termination**. If any of the following events occurs, namely:

(a) if DCPI fails to pay any amount it owes to CIBC when due and such default continues for two (2) Business Days after written notice of such default has been given by CIBC to DCPI;

(b) if DCPI at any time grants or permits any lien, encumbrance, security interest, charge or any other right or interest against the Bailed Cash, or any Person asserts any lien, encumbrance, security interest, charge, right of set-off or counterclaim against the Bailed Cash;

(c) if DCPI ceases or threatens to cease to carry on business generally or admits its inability or fails to pay its debts generally;

(d) if DCPI:

(i) fails to make any payment when such payment is due and payable to any Person (excepting CIBC, to which the provisions of Section 6.3(a) will apply in the circumstances instead) in relation to any obligation for borrowed money (other than as contemplated in Section 6.3(c) hereof) and any applicable grace period in relation thereto has expired, or

(ii) defaults in the observance or performance of any other agreement or condition in relation to any obligation for borrowed money to any Person or contained in any instrument or agreement evidencing, securing or relating thereto or any other event occurs or condition exists, the effect of which default or other condition, if not remedied within any applicable grace period, would be to cause, or permit the holder of such obligation then to declare such debt to become due prior to its stated maturity date;

(e) if a decree or order of a court of competent jurisdiction is entered adjudging DCPI a bankrupt or insolvent or approving as properly filed a petition seeking the winding up of DCPI under the *Companies' Creditors Arrangement Act* (Canada), the *Bankruptcy and Insolvency Act* (Canada), or the *Winding-up and Restructuring Act* (Canada) or any other bankruptcy, insolvency or analogous laws or issuing sequestration or process of execution against any substantial part of the assets of DCPI, as the case may be, or ordering the winding up or liquidation of its affairs, and any such decree or order either:

(i) continues unstayed and in effect for a period of ten (10) Business Days, or

(ii) is being actively and diligently contested by DCPI, as the case may be in good faith and by appropriate proceedings, continues unstayed and in effect for a period of thirty (30) Business Days;

(f) if DCPI becomes insolvent, makes any assignment in bankruptcy or makes any other assignment for the benefit of creditors, makes any proposal under the *Bankruptcy and Insolvency Act* (Canada) or any comparable law, seeks relief under the *Companies' Creditors Arrangement Act* (Canada), the *Winding-up and Restructuring Act* (Canada) or any other bankruptcy, insolvency or analogous law, is adjudged bankrupt, files a petition or proposal to take advantage of any act of insolvency, consents to or acquiesces in the appointment of a trustee, receiver, receiver and manager, interim receiver, custodian, sequestrator or other Person with similar powers of itself or of all or any substantial portion of its assets, or files a petition or otherwise commences any proceeding seeking any reorganization, arrangement, composition or readjustment under any applicable bankruptcy, insolvency, moratorium, reorganization or other similar law affecting creditors' rights or consents to, or acquiesces in, the filing of such a petition;

(g) if proceedings are commenced for the dissolution, liquidation or voluntary winding up of DCPI, or for the suspension of the operations of DCPI unless such proceedings are being actively and diligently contested in good faith;

(h) if a final judgment or decree for the payment of money due has been obtained or entered against DCPI and such judgment or decree has not been and remained vacated, discharged or stayed pending appeal within the relevant appeal period under the laws of the applicable jurisdiction;

(i) there is a change of control in the current ownership of DCPI; or

(j) if a Party neglects to observe or perform any other covenant or obligation herein contained on its part to be observed or performed and such Party fails to remedy such default within fifteen (15) days from the date the other Party delivers written notice of the default to such Party; provided, however, that the defaulting Party may request a period of longer than fifteen (15) days upon providing the non-defaulting Party with a written request for a longer period together with an action plan and timetable for remedying such default, which request the non-defaulting Party will consider, acting reasonably,

then the non-defaulting Party may, upon providing written notice to the defaulting Party, declare that this Agreement will be terminated, such termination to be effective immediately upon the giving of such notice by the non-defaulting Party.

6.4 **Effect of Termination**. Upon the termination of this Agreement pursuant to Section 6.1 or Section 6.3 hereof, DCPI will arrange for all outstanding Bailed Cash to be returned to CIBC by the Armoured Car Carrier at DCPI's sole cost and expense and the Parties will follow such procedures as will be mutually agreed upon by the Parties so as to permit an orderly replacement of all outstanding Bailed Cash in such a manner that does not interfere unduly with the daily operation of the Deployed ABMs.

ARTICLE 7 - INDEMNIFICATION & LIABILITY

7.1 **Indemnification by the Parties**. Each Party will be responsible for and will indemnify and hold harmless the other Party from those Claims:

(a) arising out of or resulting from the failure of the former Party to perform its obligations under this Agreement; or

(b) caused by the negligence or wilful acts of the former Party, or of Persons for whom the former Party is legally responsible.

7.2 **DCPI's Limitation of Liability**. Nothing in this Agreement will be construed as relieving DCPI of any obligation it might otherwise have to return all outstanding Bailed Cash to CIBC or to obtain and maintain insurance, as contemplated herein, or for DCPI to pay Fees and other amounts to CIBC, as outlined herein. However, DCPI will not under any circumstances be liable for any special, incidental, consequential or other indirect damages for economic harm, lost profits, business or business opportunities, whether in contract, tort, strict liability or otherwise, even if DCPI has been made aware of the possibility of such damages; provided, however, that the foregoing limitations will not affect DCPI's liability or indemnification obligations relating to or arising out of potential third party Claims. Moreover, DCPI will not be liable for any losses suffered or incurred by CIBC that arise out of or result from any negligent act or omission by CIBC.

7.3 **CIBC's Limitation of Liability**. In no event will CIBC have any liability to DCPI for damages or losses sustained as a result of, or arising in connection with, any delay in processing or settlement of funds by third parties, or as a result of, or arising in connection with, any actions or omissions of any third parties. CIBC will not under any circumstances be liable for any special, incidental, consequential or other indirect damages for economic harm, lost profits, business or business opportunities, whether in contract, tort, strict liability or otherwise, even if CIBC has been made aware of the possibility of such damages; provided, however, that the foregoing limitations will not affect CIBC's liability or indemnification obligations relating to or arising out of potential third party Claims. Moreover, CIBC will not be liable for any losses suffered or incurred by DCPI that arise out of or result from any negligent act or omission by DCPI.

ARTICLE 8 - REPORTING REQUIREMENTS

8.1 **Deployed ABMs**. DCPI will, as soon as available and in any event within forty-five (45) days after the end of each calendar quarter, provide CIBC with a quarterly report identifying all currently Deployed ABMs and new Deployed ABMs installed during such previous quarter which report will include the location of such machines, nature of the business where such machines are installed and the anticipated utilization of such machines.

8.2 **Other Information**. DCPI will provide CIBC with such other information in connection with the subject matter of this Agreement as CIBC may reasonably request.

8.3 **Early Termination Event**. DCPI will promptly notify CIBC in writing of any event under Section 6.3 of which it becomes aware and provide details of the event to CIBC.

8.4 **Reconciliation Report**. DCPI will provide to CIBC, within fifteen (15) Business Days after the end of each calendar month, on a commercially reasonable efforts basis, and in no case later than the last Business Day of the following month, a report reconciling the balance of the Bailed Cash Settlement Account to the Armoured Car Carrier treasuries and the cash in the Deployed ABMs, for the preceding month (a "**Reconciliation Report**"). The Reconciliation Report will be provided by DCPI in accordance with the reconciliation procedures outlined in Schedule E.

ARTICLE 9 - MISCELLANEOUS

9.1 **Return of Cash**. CIBC and DCPI acknowledge that the Bailed Cash is fungible and that the Bailed Cash deposited in the Deployed ABMs which has been dispensed in accordance with the usual operation of the Deployed ABMs will be replaced and returned to CIBC through the Settlement Process and deposited into the Bailment Cash Settlement Account.

9.2 **Right to Investigate**. CIBC will be entitled to conduct all credit, financial and other investigations of DCPI as CIBC, at its sole discretion, considers appropriate to make a determination on the credit worthiness at DCPI and, notwithstanding anything contained in this Agreement to the contrary, CIBC will have no obligation to provide Bailed Cash or services under this Agreement until such investigation is completed and CIBC determines the results to be satisfactory.

9.3 **Notice**. Any notice required or permitted to be given under this Agreement will be in writing and will be sufficiently given if delivered personally, by prepaid overnight courier or by facsimile transmission tested prior to transmission at the address and facsimile numbers set out in this Agreement, and any notice:

(a) if delivered personally, will be deemed to have been given and received on the date on which the notice was received at such address; or

(b) if sent by prepaid courier, will be deemed to have been given and received on the date after the day on which the notice was bailed to a courier; or

(c) if transmitted by facsimile, will be deemed to have been given and received on the date after the day on which the notice was transmitted,

provided that if the date on which a notice is deemed to have been given and received is not a Business Day, then that notice will be deemed to have been given and received on the Business Day next following such day.

9.4 **Addresses**. All notices, payments and reports in connection with this Agreement will be mailed or delivered to the other Parties at the address set forth below, or at such other address as the Party may designate in writing.

If to CIBC: Canadian Imperial Bank of Commerce
25 King Street West, 15th Floor
Toronto, Ontario M5L 1E2
Attention: General Manager, Business Products
Facsimile number: (416) 214-0002

If to DCPI: DirectCash Payments Inc.
Bay #6, 1420 - 28th Street NE
CALGARY
ALBERTA T2A 7W6
Attention: Jeffrey J Smith
Facsimile Number: 1.(403).451.3050

9.5 **Legal Fees**. In the event of a dispute, controversy or claim arising out of or related to any provision of this Agreement, the prevailing Party will be entitled to recover all costs and expenses, including reasonable legal fees, incurred by it in defending any of its rights or remedies hereunder or enforcing any of the terms, conditions or provisions thereof.

9.6 **Singular/Plural/Interpretation**. Words used herein in the singular, where the context so permits, will be deemed to include the plural and vice versa. The definitions of words in the singular will apply to such words when used in the plural where the context so permits and vice versa. The terms “will” and “shall” shall receive the same interpretive meaning. The terms “including”, “includes” or similar words of inclusion shall mean “including, without limitation”.

9.7 **Confidentiality**. The terms of this Agreement, the proprietary information of a Party, and all information provided pursuant to or in connection with any Party’s performance under this Agreement (“**Confidential Information**”) is confidential and proprietary to the Party providing the Confidential Information (“**Disclosing Party**”) to the other Party (“**Receiving Party**”). Without limiting the generality of the foregoing, the term Confidential Information includes business strategies and plans, all documents, concepts, contracts, materials, information and similar items for use or relating to the other Party or the Deployed ABMs or the Locations, as applicable.

Notwithstanding the foregoing, Confidential Information will not include information which:

(a) is information that is or hereafter becomes part of the public domain through no fault of the Receiving Party;

(b) is received from or furnished to a third party without similar restriction on the third party’s rights;

(c) is independently developed by the Receiving Party; or

(d) is disclosed pursuant to a requirement of applicable law.

If the Receiving Party asserts that any exception set out in the immediately preceding paragraph allows the disclosure of any Confidential Information, it will promptly submit to the Disclosing Party written documentation demonstrating the applicability of the claimed exception.

The Receiving Party will not use any Confidential Information provided by the Disclosing Party for any purposes other than as permitted or required under this Agreement and will not accumulate in any way or make use of the Disclosing Party’s Confidential Information for any other purpose other than as authorized by the Disclosing Party.

Without the express written consent of the Disclosing Party, the Receiving Party will not disclose or provide access to, directly or indirectly, and will not add to, modify, append, or alter in any way any Confidential Information provided by the Disclosing Party or any of the terms of this Agreement to any Person, with the exception of disclosure to its legal counsel and insurers or as required by its regulators or auditors, and to any affiliate, representative or contractor that has a need to know, for the purposes of complying with its obligations hereunder, the specific Confidential Information and that has agreed to keep confidential such Confidential Information. In doing so, the Receiving Party will notify the Disclosing Party of the name of the Person to whom any Confidential Information was provided, the date of the disclosure, and a description of the Confidential Information so provided, and the purpose for the disclosure.

The Receiving Party will take reasonable measures, using the same care taken by such Party to safeguard its own confidential and proprietary information, to prevent disclosure by its representatives and contractors of any Confidential Information of the Disclosing Party.

Upon the termination of this Agreement, the Receiving Party will, upon reasonable request from the Disclosing Party, return or destroy all Confidential Information provided by the Disclosing Party relating to this Agreement, including any summaries thereof, and all copies and duplicates thereof (in whatever form maintained). Each Party may retain a single copy of all such Confidential Information for the term of any applicable statute of limitations under applicable law for purposes of complying with such Party's record retention policies, as required by applicable law or in connection with the prosecution or defence of any Claim related to this Agreement and for no other purpose, after which such Confidential Information will be destroyed or returned to the Disclosing Party at such Disclosing Party's option.

The Parties acknowledge that the Confidential Information provided by a Disclosing Party constitutes confidential and proprietary information of the Disclosing Party and that use or disclosure thereof by a Receiving Party or any representative or contractor of such Receiving Party, other than in accordance with the express terms of this Agreement or as otherwise authorized in writing by a senior officer of the Disclosing Party, constitutes a material breach of the Agreement or, after the termination of this Agreement, of such Disclosing Party's continuing rights. In such event, the Parties acknowledge that such Disclosing Party may be immediately and irreparably harmed, that money damages may not provide full and appropriate relief, and that such Disclosing Party may therefore seek to terminate this Agreement and obtain an order for appropriate injunctive relief.

Each Party will notify the other Party immediately of any loss or unauthorized disclosure or use of Confidential Information that comes to such Party's attention.

Except as required by law or as otherwise expressly permitted herein, neither Party will use the other Party's name or the name of an affiliate of the Party in any advertisement or make any public statement or respond to any third-party inquiry relating to the other Party or its affiliates without obtaining the other Party's prior written consent.

In the event that a Party receives a subpoena, court order or other similar process purporting to require it to disclose Confidential Information, it will provide the other Party with written notice and documentation thereof as soon as practicable, and will cooperate with the other Party in the event that such other Party determines to seek a protective order or other remedy with regard to such disclosure.

The provisions of this Section 9.7 will survive the termination of this Agreement.

9.8 **Audit by CIBC and/or Governmental Authorities**.

(a) DCPI will maintain true and complete books of account at its premises containing an accurate record of all data necessary to ascertain the proper computation of payments due by DCPI and other information and data required to be reported upon to CIBC under this Agreement. To verify DCPI's compliance with this Agreement, CIBC or its authorized representatives and contractors will have the right, at CIBC's sole expense, to conduct audits at DCPI's premises of DCPI's performance under this Agreement. CIBC will have the right to conduct an audit:

(i) on an annual basis, and

(ii) after each reasonably substantiated notice to CIBC that CIBC believes that DCPI has materially failed to comply with its obligations under this Agreement.

CIBC will give DCPI advance notice of any audit, and the Parties will schedule, within five (5) Business Days from the date of the notice, a mutually convenient time at which CIBC may commence its audit. CIBC may not conduct an examination during the first two (2) months following DCPI's fiscal year end. In addition, each audit will be conducted during DCPI's normal business hours and in a manner which will not materially interfere with DCPI's business. An audit may include inspection and review of all aspects of DCPI's business practices related to DCPI's implementation of this Agreement. DCPI will cooperate fully with CIBC in any audit and will give CIBC and its auditors access to its premises for conducting an audit.

(b) In addition to DCPI's obligations under Section 9.8(a) hereof, DCPI acknowledges and agrees that any Governmental Authority having jurisdiction and control over the business affairs and activities of CIBC has the right to conduct audits and/or investigations of CIBC's business affairs and activities as they relate to this Agreement at any time. Accordingly, DCPI will cooperate with and assist such Governmental Authority in conducting any such audit and/or investigation of CIBC at all reasonable times and upon reasonable prior notice having been given to DCPI, such co-operation and assistance to include, without limitation, providing such Governmental Authority (subject to agreement between DCPI and the Governmental Authority on reasonable confidentiality obligations), with access to, and allowing the Governmental Authority to make copies of, all documents, materials and reports (and any associated documentation) relating to the activities and transactions contemplated by this Agreement or otherwise relating to this Agreement.

(c) If an audit leads CIBC to conclude that DCPI has breached the provisions of this Agreement, or that any of DCPI's business practices related to its implementation of this Agreement presents a risk of unauthorized use or disclosure of CIBC's Confidential Information, DCPI will use commercially reasonable efforts to change such business practices promptly to the reasonable satisfaction of CIBC. DCPI will provide CIBC with regular status reports until resolution of the problem.

(d) For purposes of assisting CIBC and its auditors, DCPI will make available, upon reasonable advance notice in writing, a designated person from DCPI's internal auditing department (or another appropriate employee or outside accountant) for the purpose of reviewing DCPI's internal controls in connection with the subject matter of this Agreement.

(e) Notwithstanding anything to the contrary contained herein, neither CIBC nor DCPI will be required to provide the other Party with access to records to the extent that such access is prohibited by applicable law.

(f) Notwithstanding anything in this Section 9.8 to the contrary, DCPI may refuse access to its premises, books, and records to any Person who does not agree to execute a confidentiality agreement with DCPI as reasonably requested by DCPI. CIBC will ensure that any of its directors, officers, employees, or agents through which it exercises its right of access pursuant to this Section 9.8 complies with all reasonable security policies of DCPI.

9.9 **Governing Law**. The laws of the Province of Ontario, without regard to principles of conflicts of laws, will govern this Agreement.

9.10 **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous agreements between them with respect to the subject matter hereof.

9.11 **Assignment**. No Party may assign this Agreement without the prior written consent of the other Parties, such consent not to be unreasonably withheld, and this Agreement will enure to the benefit of and be binding upon each of the Parties and their respective successors (including successors by way of amalgamation or reorganisation) and permitted assigns.

9.12 **Time of Essence**. Time is of the essence in this Agreement.

9.13 **Waiver of Jury Trial**. The Parties waive all right to trial by jury in any action or proceeding to enforce or defend any rights under this Agreement.

9.14 **Counterparts**. This Agreement may be executed in two or more counterparts each of which will be an original, but all of which together will constitute one and the same instrument.

9.15 **Severability**. Wherever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is or becomes prohibited by or invalid under applicable law, such provision will be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

9.16 **No Joint Venture**. Nothing contained in this Agreement will be deemed or construed by the Parties or any third party to create the relationship of principal and agent, partnership, joint venture or of any association between the Parties, and no act of either Party will be deemed to create any such relationship. The Parties agree to such further actions as the other may request to evidence and affirm the non-existence of any such relationship.

9.17 **Obligations Subject to Law**. Notwithstanding any other provision of this Agreement, all of each Party's obligations under this Agreement will be subject to all applicable laws.

9.18 **Binding Effect; Effectiveness**. This Agreement will be binding on and will inure to the benefit of the Parties and their respective successors and permitted assigns.

9.19 **Waiver**. No waiver by a Party of any breach of any provision of this Agreement by another Party constitutes a waiver of any other breach, and no such waiver will be effective unless made in writing by an authorized officer of the waiving Party.

9.20 **Authority**. Each Party represents and warrants to the other Parties that it has all the requisite corporate power and authority to enter into this Agreement and to fully perform its obligations hereunder.

9.21 **Headings**. The division of this Agreement into Sections and the inclusion of headings are for convenience of reference only and will not affect the interpretation or construction of this Agreement.

9.22 **Modification**. This Agreement may be modified only by a written amendment signed by all Parties.

9.23 **Currency**. Unless specified otherwise herein, all monetary amounts referred to herein are expressed and payable in Canadian Dollars.

9.24 **Performance on Holidays**. If any action is required to be taken pursuant to this Agreement on or by a specified date which is not a Business Day, then such action will be valid if taken on or by the next succeeding Business Day.

9.25 **Force Majeure Event**. No Party will be liable for non-performance or delays in performing its obligations hereunder caused by or resulting from strikes, lock-outs, work to rule or other labour unrest or labour-related disturbances, riots, authority of law, acts of God, weather condition, pandemics, traffic delays, terrorist attacks or other events of whatsoever kind or nature whether or not similar to the foregoing beyond such Party's control, the occurrence of any of which is called a "**Force Majeure Event**".

If CIBC or DCPI cannot perform all or any part of its obligations hereunder because of a Force Majeure Event, the other Party, at its sole option and expense, may retain an alternate provider for the obligations performed by such Party without liability to such latter Party. While the Force Majeure Event continues, the Fees payable pursuant to this Agreement for the obligations subject to the Force Majeure Event will be adjusted accordingly.

Upon written notice given by CIBC to DCPI following a Force Majeure Event, and to the extent that CIBC is able to resume performing such obligations, the obligation of DCPI to accept the performance of such obligations by CIBC will commence four (4) weeks following the receipt from CIBC of a notice of resumption permitting DCPI to cancel its alternative service arrangements.

[Signature page follows.]

IN WITNESS WHEREOF the Parties have executed this Agreement on the date first set forth hereinabove.

DIRECTCASH PAYMENTS INC.

By: ______________________

Name: Jeffrey J Smith
Title: President & CEO

CANADIAN IMPERIAL BANK OF COMMERCE

By: ______________________

Name: RAJ KHANNA
Title: Executive Director

Matthew Reis
Director

SCHEDULE A

LOCATIONS AND DEPLOYED ABMS

SCHEDULE B

ARMOURED CAR CARRIER ACKNOWLEDGEMENT

[LETTERHEAD OF DCPI]

●, 201 ●

[Armoured Car Carrier]
[ ]
[ ]
[ ]
[ ]

Attention: [Name]
[Title]

Dear Sir:

Re: ABM Bailment Agreement Between DirectCash Payments Inc. and Canadian Imperial Bank of Commerce

Please be advised that DirectCash Payments Inc.("**DCPI**"), and Canadian Imperial Bank of Commerce ("**CIBC**") have entered into an ABM Bailment Agreement dated as of ●, 2013 (such agreement, as replaced, extended, amended, varied or restated, being the "**ABM Bailment Agreement**"). The cash provided by CIBC to DCPI, as bailee, under the ABM Bailment Agreement (the "**Funds**") will be used to supply and replenish cash to those DCPI automated banking machines as set forth on Schedule A to the ABM Bailment Agreement (the "**ABMs**") **[which are serviced by [Armoured Car Carrier] ("[TBC]") under the ABM Services Agreement between** DCPI **and [ ] dated as of [ ], (such agreement, as replaced, extended, amended, varied or restated, being the "ABM Agreement")].** [***Armoured Car Carrier***] acknowledges that DCPI will be entitled to update, amend or replace Schedule A of the ABM Bailment Agreement at its sole option from time to time for the purpose of accurately reflecting those ABMs that contain the Funds furnished by CIBC.

The ABM Bailment Agreement provides for the terms on which CIBC will supply Funds to DCPI, as bailee, for use in the ABMs which [***Armoured Car Carrier***] services under the ABM Agreement as agent of DCPI. The rights and obligations of [***Armoured Car Carrier***] and DCPI, with respect to ABM services performed by [***Armoured Car Carrier***], including, but not limited to, [***Armoured Car Carrier***]liability to CIBC for the Funds, will be subject to and governed by the terms and conditions of the ABM Agreement.

[***Armoured Car Carrier***] hereby acknowledges the foregoing and covenants and agrees that:

(a) it is an independent contractor of DCPI; and

(b) it neither has nor at any time will have any claims against the Funds.

[***Armoured Car Carrier***] further covenants and agrees that upon receiving written notice from CIBC (the "**Notice**") that the ABM Bailment Agreement has been terminated, [***Armoured Car Carrier***] will promptly:

(a) deliver all Funds in [***Armoured Car Carrier***] vaults to CIBC at the address specified in the Notice within two (2) business days of receiving the Notice; and

(b) retrieve all Funds from the ABMs serviced by [***Armoured Car Carrier***] under the ABM Agreement and promptly deliver the Funds to CIBC on such terms as to the delivery service charges of [***Armoured Car Carrier***] and the timing of such delivery, as [***Armoured Car Carrier***] and CIBC may mutually agree to.

DCPI hereby irrevocably directs [***Armoured Car Carrier***] to rely upon all written notices from CIBC and confirms that [***Armoured Car Carrier***] will have no duty to make any inquiry as to whether the ABM Bailment Agreement has, in fact, been terminated.

[***Armoured Car Carrier***] hereby further acknowledges that:

(a) all right, title and interest in and to Funds made available by CIBC to DCPI as bailee under the ABM Bailment Agreement is and will remain the sole property of CIBC at all times, provided that any of such Funds withdrawn from any ABM at any time and from time to time in accordance with the ordinary and lawful operation of the ABM will cease to be the property of CIBC upon such withdrawal;

(b) all Funds made available by CIBC for the ABMs under the ABM Bailment Agreement, whether in the possession of DCPI, [***Armoured Car Carrier***] or in any ABM, will remain the sole and exclusive property of CIBC at all time. [***Armoured Car Carrier***] will not create or permit the creation of any lien, encumbrance, security interest, charge or any other right or interest in any of the Funds, and will not assert or permit the assertion of any claim or right of set-off in connection with the Funds. If, at any time or times, any lien, encumbrance, security interest, charge or any other right or interest is created, or any claim or right of set-off is asserted by any person, in connection with the Funds, CIBC may arrange for the immediate repossession of the Funds; and

(c) it will obtain and maintain during the term of the ABM Agreement "all risk" insurance with insurers of recognized financial responsibility, in such amounts and against such risks as will adequately cover its liabilities for loss of any Bailed Cash under the ABM Agreement.

CIBC acknowledges and agrees that all of its rights that it may have against [***Armoured Car Carrier***] with respect to the Funds are limited to and governed by the terms and conditions of this letter agreement.

Nothing in this letter agreement is intended to release DCPI from its obligations and liabilities under the ABM Agreement. DCPI agrees to indemnify [***Armoured Car Carrier***], as agent, against any liability it incurs while carrying out instructions set forth in a Notice from CIBC received hereunder. CIBC agrees to indemnify [***Armoured Car Carrier***] against any liability it may incur in complying with a Notice and to reimburse [***Armoured Car Carrier***] in accordance with the terms of the ABM Agreement (including rates of emergency ABM replenishment services, if applicable) or any separate agreement as set forth in this letter agreement, for work performed in complying with the Notice.

This letter agreement may be executed in counterparts, each of which when so executed will be deemed to be an original and such counterparts together will constitute one and the same instrument and notwithstanding the date of execution will be deemed to bear date as of the date written at the beginning of this letter agreement.

This letter agreement may be executed in counterparts, each of which when so executed will be deemed to be an original and such counterparts together will constitute one and the same instrument and notwithstanding the date of execution will be deemed to bear date as of the date written at the beginning of this letter agreement.

IN WITNESS WHEREOF, each of the undersigned acknowledges their agreement to the foregoing as of the date indicated.

DIRECTCASH PAYMENTS INC.

By: ________________________________
Name: Jeffrey J Smith
Title: President & CEO

Acknowledged and agreed to as of this _______ day of ____________, 201 ●.

[**ARMOURED CAR CARRIER**]

By: ________________________________
Name: ●
Title: ●

CANADIAN IMPERIAL BANK OF COMMERCE

By: ________________________________
Name: ●
Title: ●

SCHEDULE C

DESIGNATED SERVICE PROVIDER ACKNOWLEDGEMENT

[LETTERHEAD OF DCPI]

●, 201 ●

● [Designated Service Provider Name and Address]

Attention: **[Name]**
[Title]

Dear Sir:

Re: ABM Bailment Agreement

Please be advised that DirectCash Payments Inc. ("**DCPI**") and Canadian Imperial Bank of Commerce ("**CIBC**") have entered into an ABM Bailment Agreement dated as of ●, 201 ●, (such agreement, as replaced, extended, amended, varied or restated, being the "**ABM Bailment Agreement**"). The cash provided by CIBC to DCPI, as bailee, under the ABM Bailment Agreement (the "**Funds**") will be used to supply and replenish cash to those DCPI automated banking machines as set forth on Schedule A to the ABM Bailment Agreement (the "**ABMs**") which ABMs are serviced by **[Insert name of Designated Service Provider]** (the "**Designated Service Provider**"). The ABM Bailment Agreement provides for the terms on which CIBC will supply Funds to DCPI, as bailee, for use in the ABMs. The Designated Service Provider acknowledges that DCPI will be entitled to update, amend or replace Schedule A to the ABM Bailment Agreement at its sole option from time to time for the purpose of accurately reflecting those ABMs that contain the Funds furnished by CIBC to DCPI.

The Designated Service Provider covenants and agrees that:

(a) it is an independent contractor of DCPI;

(b) it neither has nor at any time will have any claims against the Funds; and

(c) upon receiving written notice from CIBC that the ABM Bailment Agreement has been terminated, it will facilitate and in no way impede CIBC's efforts to retrieve all Funds from the ABMs serviced by the Designated Service Provider.

The Designated Service Provider further acknowledges that:

(a) all right, title and interest in and to Funds made available by CIBC to DCPI as bailee under the ABM Bailment Agreement is and will remain the sole and exclusive property of CIBC at all times; and

(b) all Funds made available for the ABMs under the ABM Bailment Agreement, whether in the possession of DCPI, the Designated Service Provider or in any ABM, will remain the sole and exclusive property of CIBC at all times. The Designated Service Provider will not create or permit the creation of any lien, encumbrance, security interest, charge or any other right or interest in any of the Funds, and will not assert or permit the assertion of any claim or right of set-off in connection with the Funds. If, at any time or times, any lien, encumbrance, security interest, charge or any other right or interest is created, or any claim or right of set-off is asserted by any person, in connection with the Funds, CIBC may arrange for the immediate repossession of the Funds.

This letter agreement may be executed in counterparts, each of which when so executed will be deemed to be an original and such counterparts together will constitute one and the same instrument and notwithstanding the date of execution will be deemed to bear date as of the date written at the beginning of this letter agreement.

[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned acknowledges their agreement to the foregoing as of the date indicated.

DIRECTCASH PAYMENTS INC.

By: ________________________________
Name: Jeffrey J Smith
Title: President & CEO

Acknowledged and agreed to as of this _______ day of ____________, ●.

[DESIGNATED SERVICE PROVIDER]

By: ________________________________
Name: ●
Title: ●

CANADIAN IMPERIAL BANK OF COMMERCE

By: ________________________________
Name: ●
Title: ●

SCHEDULE D

AUTHORIZED SIGNATORIES

Name	**Title**
●	●
●	●
●	●
●	●
●	●

SCHEDULE E

RECONCILIATION PROCEDURES

Vault Cash Process and Funds Flow

The diagram on the following page outlines, at a high level, the entire vault cash process and funds flow.

1. ***Prepared Cash Orders Submitted by*** *DCPI* ***to CIBC*** - DCPI prepares the cash orders for submission to CIBC.

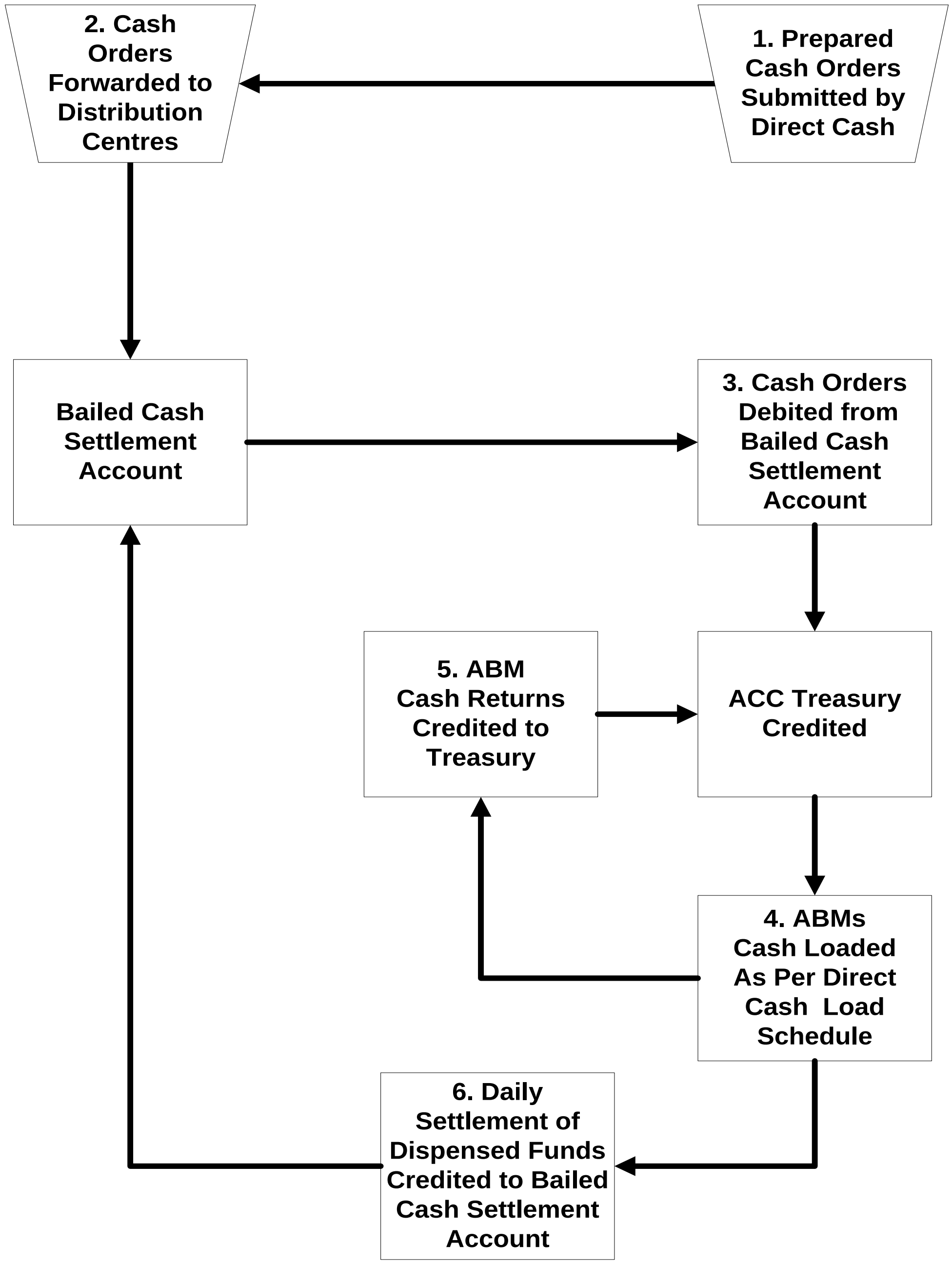
2. ***Cash Orders Debited from Bailed Cash Settlement Account*** - once the cash parcel is prepared for collection by the Armoured Car Carrier, the Bailed Cash Settlement Account is debited and, upon arrival at the Armoured Car Carrier's branch, the Armoured Car Carrier treasury is credited.

3. ***ABMs Cash Loaded as Per DCPI's Load Schedule*** - the Armoured Car Carrier counts the cash using its standard procedures, verifies the amount and then securely packages the cash ready for dispatch to the ABMs in accordance with DCPI's load schedule, generated by its cash forecasting system.

4. ***ABM Cash Returns Credited to Treasury*** - all amounts returned from the ABMs following the scheduled load will be verified and returned to the Armoured Car Carrier treasury for redeployment within the ABM network.

5. ***Daily Settlement of Dispensed Funds Credited to Bailed Cash Settlement Account*** - daily settlement funds (ABM funds dispensed) are settled back to the Bailed Cash Settlement Account the next business day.

Vault Cash Process and Funds Flow



SCHEDULE F

CURRENCY, DENOMINATIONS AND EXCHANGE RATES

Currency*	**Denominations****	**Exchange Rate**
Canadian Dollars (CAN $)	Twenty Dollar notes ($20.00)	n/a
United States Dollars (USD $)	Twenty Dollar notes ($20.00)	[redacted]
British Pound Sterling (GBP £)	Twenty Pound notes (£20.00)	[redacted]
Euro (EUR €)	Twenty Euro notes (€20.00)	[redacted]
Mexican Peso (MXN $)	Fifty Peso notes ($50.00) and One Hundred Peso notes ($100.00)	[redacted]

* Foreign Currency will also include other foreign currency or currencies that are agreed to by the Parties in writing from time to time.

** Currency denominated in any other currency will be provided in note values that are mutually agreed to by the Parties in writing from time to time.