



### Service Agreement

The following paragraphs of this Service Agreement (the "Agreement") outline the agreements and understandings by and between

**BETHAM TECHNOLOGY INC  
("BTI")**

An American Samoa corporation,  
with offices at:  
6769 Nuuuuli Street  
Pago Pago, AS 96799

and

\_\_\_\_\_  
("CUSTOMER")

\_\_\_\_\_  
STREET  
PAGO PAGO AS 96799

This Agreement expresses and outlines the services, roles, and responsibilities of the parties. If additional locations are added to the scope of this Agreement, consistent terms and services will be maintained. These promises for such services and their related payments form the basis of this Agreement, made this \_\_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2007.

**Term:** Service will begin on the \_\_\_th day of \_\_\_\_\_ 200\_ and shall continue for a period of two (2) year(s). At the expiration of this Agreement, this Agreement shall automatically be extended for successive like periods unless terminated by either party on sixty (60) days written notice prior to the next anniversary date. CUSTOMER agrees that BTI is the exclusive provider for these services for the facilities contained herein.

**CUSTOMER and BTI agree to the following:**

Schedule for Services: Conjunctive, sequential on route pickup and delivery of items at the following location(s) to/from CUSTOMER'S designated mutual agreed upon location(s):

Customer Bank	Location	Liability Coverage	Service Frequency	FEE for Services

**Waiting Time:** In the event the CUSTOMER requires additional time and BTI agrees to stay, a charge of \$3.50 per one (1) minute will be assessed after the first seven (7) minutes. Over fifteen (15) minutes, BTI may elect to depart from the CUSTOMER'S location. Should BTI be requested to return, the pick-up will be rescheduled as a Special Pick-up and will be charged at an agreed to fee prior to rendering service.

**Research Fee:** A fee of \$50.00 per hour will be charged for research of BTI's documents or receipts that have aged over sixty (60) days, unless it is determined to be solely an error of BTI

**Excess Item Handling:** A fee of \$1.00 per item is assessed when the numbers of items or containers exceed 5 items per shipment.

**Excess Liability:** A fee of \$1.00 per \$1,000 or fraction thereof for any amounts which exceed the Liability Coverage per Shipment Amount.

If CUSTOMER does not desire Excess Liability Coverage, the CUSTOMER must decline Excess Liability Coverage by initialing the box below;

DECLINE

The undersigned individual, signing this Agreement on behalf of the CUSTOMER acknowledges, accepts and understands that these services are provided by BTI under the attached Terms and Conditions, which CUSTOMER hereby acknowledges receiving, and further represents that he or she has the authority to sign the Agreement on behalf of and to bind the CUSTOMER.

'CUSTOMER'		'BTI'	
By	_____	By	_____
Print Name	_____	Print Name	_____
Title	_____	Title	_____
Date	_____	Date	_____



## Service Agreement

1. **Service:** BTI agrees to pick up, receive from, and/or deliver to CUSTOMER, or any designated agent, securely sealed or locked shipments which may contain any or all of the following: currency, coin, checks, securities, or other valuables. If the shipment container(s) does not appear to be securely locked or sealed, BTI reserves the right to refuse to accept such container(s) and will not receive said container(s) from the CUSTOMER or its designated agent. If BTI accepts sealed container(s), BTI will give CUSTOMER a receipt for said sealed container(s), transport and deliver such sealed container(s) to the consignee designated by the CUSTOMER. CUSTOMER agrees that it will not conceal or misrepresent any material fact or circumstances concerning the property delivered to BTI pursuant to this Agreement. The fee payable by CUSTOMER to BTI is based upon the agreed upon liability limit(s) and level(s) of service provided by BTI as stated in this Agreement. If additional or special services are required, CUSTOMER and BTI agree to negotiate fees for these other services. Before these other services commence, a written amendment will be attached to this Agreement confirming these additional services. If other services are provided prior to the execution of a written amendment, the fees to be charged will be the standard fees quoted for such service by BTI

2. **Billing and Payment:** CUSTOMER agrees to pay BTI within fifteen (15) days of presented periodic invoices which shall include any applicable federal, state or local taxes. In addition, BTI may, at its discretion, impose a service charge of one and one-half percent (1.5%) per month or eighteen percent (18%) per annum or such lesser rate as may be required by law, of the amount unpaid by CUSTOMER, as is due and payable to BTI on all invoices not paid in full by invoice due date. CUSTOMER further agrees that undisputed portions of any invoice shall be remitted to BTI in accordance with normal payment terms. However, should CUSTOMER fail to pay any undisputed amounts within thirty (30) days of the invoice date, BTI may, at its sole option, terminate this Agreement upon ten (10) days written notice to CUSTOMER. CUSTOMER agrees to notify BTI of dispute(s) arising from any invoice within thirty (30) days after such invoice has been presented to CUSTOMER, or else such claim shall be deemed waived.

3. **Rate Adjustment:** BTI reserves the right to increase the service fee(s) based upon the year to year changes in the Consumer Price Index (CPI) or other applicable economic factor(s). Subject to CUSTOMER'S consent, BTI may adjust the fee(s) based on increased cost(s) of operations. Such consent may be evidenced verbally, in writing or by the actions and practices of the parties. In the event that CUSTOMER refuses to consent to such adjustment, BTI shall have the right to terminate this Agreement upon thirty (30) days written notice to CUSTOMER.

4. **Liability:** BTI agrees to assume the liability for any loss, according to the terms of this Agreement of the securely sealed bag(s) or container(s) from the time BTI signs for and receives physical custody of the sealed bag(s) or container(s). BTI's responsibility terminates when the CUSTOMER or its designated consignee takes physical possession of the sealed bag(s) or container(s) and signs BTI's receipt. If it is impossible to complete the delivery, BTI shall be responsible for any loss until the sealed bag(s) or container(s) is returned to the CUSTOMER or its designated agent and a signed receipt obtained. While the sealed bag(s) or container(s) is stored in the CUSTOMER'S premises, BTI does not assume the liability for any loss. If CUSTOMER conceals or misrepresents any material fact or circumstance concerning

the property or container, or the contents thereof, BTI will have no liability for any loss in any way related to such fact or circumstance.

5. **Excess Liability:** The following terms will apply if CUSTOMER did not decline excess liability coverage on the signature page. If BTI shall accept tender of a shipment in excess of the Liability Coverage per Shipment Amount, CUSTOMER agrees to pay BTI, the excess liability fee set forth on the signature page. CUSTOMER, by paying this additional fee, will obtain full dollar coverage of any or all losses, subject to the other provisions of this Agreement. If CUSTOMER declines Excess Liability Coverage, liabilities covered under this Agreement are limited to the Liability Coverage per Shipment Amount.

6. **Indemnity:** CUSTOMER agrees to indemnify, defend and hold harmless BTI from all claims, costs or expenses arising out of any third party's threatened or actual claim, suit, demand, garnishment or seizure of any funds or property provided by CUSTOMER hereunder that is in BTI's custody due to a claim, demand or suit against CUSTOMER by such third party or through governmental seizure. BTI agrees to give CUSTOMER prompt notice of any such claim, suit, demand or seizure and to provide CUSTOMER reasonable cooperation on the defense.

7. **Claim Procedures:** The following provisions shall control in the event of any loss or claim, notwithstanding anything to the contrary contained in this Agreement:

a) In the event of a loss, CUSTOMER agrees to notify BTI in writing within four (4) calendar days after the loss is discovered or should have been discovered in the exercise of due care. CUSTOMER agrees that any loss shall be reported by CUSTOMER to BTI within forty-five (45) days after the pick-up by BTI of the securely sealed container in connection with which the loss is asserted. Unless such notice has been received by BTI within this forty-five (45) day period, such claim shall be deemed waived and released by the CUSTOMER. It is agreed that both parties will work together to determine the extent of the loss, and if possible, the cause of loss.

b) The sole liability of BTI (except as stated in this Agreement) in the event of a loss, from whatever cause, shall be subject to the Liability Coverage per Shipment Amount set forth in this Agreement or the Excess Liability Coverage, if not declined by the CUSTOMER.

c) Subject to the provisions of 7(b) above, CUSTOMER agrees it will cooperate and assist in reconstructing lost, damaged, or destroyed checks constituting a part of any loss. BTI's liability, unless otherwise stated in this Agreement, shall be the payment to the CUSTOMER for the costs necessary to reconstruct the checks, any necessary cost because of stop-payment procedures and the face value of checks which cannot be reconstructed. The term "Reconstruction" is defined to mean the identification of the checks only to the extent of determining the face amount of said checks and the identity of the maker or endorser of each. CUSTOMER agrees in the event of a loss, that any liability of BTI shall be reduced by the face value of reconstructed checks.

d) Upon the request of BTI, will furnish a proof of loss to BTI or its insurance. Once reimbursement has been made to CUSTOMER and its insurer shall receive any and all of the CUSTOMER rights and remedies of recovery.

8. **Limitations & Force Majeure:**

a) The CUSTOMER agrees that BTI will not be liable for any loss or damage caused by or resulting from shortages



## Service Agreement

claimed in the contents of the sealed or locked shipment(s), for consequential or incidental damages or losses,

non-performance or delays, or for the breakage of statuary, marble, glassware, bric-a-brac, porcelains and similar fragile articles. Likewise, BTI shall not be liable to CUSTOMER for failure to render service if in BTI's judgment the same may endanger the safety of CUSTOMER'S property or personnel or BTI's vehicles or employees.

b) It is further agreed that BTI shall not be held accountable or liable for any damages or losses, caused by or resulting from illegal or fraudulent acts of CUSTOMER'S employees, agents, representatives, or third-party contractors.

c) CUSTOMER agrees that BTI shall not have any liability for losses of any documentation earned by BTI at CUSTOMER'S request without compensation.

d) It is further agreed BTI shall not be held accountable or liable for any damages or losses, whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to or aggravated by the peril(s) for which liability is assumed by BTI, resulting from:

(i) Hostile or warlike action in time of peace or war, including action hindering, combating or defending against an actual, impending or expected attack: (1) by any government or sovereign power (de jure or de facto) or by any authority maintaining or using military, naval or air forces; or (2) by military, naval or air forces; or (3) by any agent of any such government power, authority or forces.

(ii) Nuclear reaction, nuclear radiation, radioactive contamination or any weapon of war employing atomic fission or radioactive force or similar means, whether in time of peace or war.

(iii) Insurrection, rebellion, revolution, civil war, usurped power, acts of foreign or domestic terrorism, or action taken by governmental authority- in hindering, combating or defending against such an occurrence; seizure or destruction under quarantine or customs regulations; confiscation by order of any governmental or public authority; or risks of contraband or illegal transportation or trade.

(iv) Acts of God, named storms, tornadoes, flood, fire, earthquake, imposter pick-up or delivery, air piracy, strikes, labor disturbances, or other conditions or circumstances beyond BTI's reasonable control.

9. Disputes: CUSTOMER and BTI agree that any controversy or claim, including any claim of misrepresentation, arising out of or related to this Agreement, or the furnishing of any service by BTI to CUSTOMER, shall be settled by arbitration under the then current rules of the American Arbitration Association. The arbitrator shall be chosen from a panel of persons knowledgeable in the fields of financial institution security operations and armored car services. CUSTOMER and BTI agree to equally share in the cost and fees of this resolution process. The decision and award of the arbitrator shall be final, unappealable and binding. Judgment upon the award so rendered may be entered in any court having jurisdiction thereof. Any arbitration hereunder shall be held in American Samoa.

10. Container Value Limitation: CUSTOMER acknowledges and agrees that the maximum value which BTI will Transport in any individual container will not exceed two hundred fifty

thousand dollars (\$250,000). If the total value of a shipment which CUSTOMER seeks to tender to BTI exceeds two hundred fifty thousand dollars (\$250,000), such shipment must be broken down into separate shipment containers of two hundred fifty thousand dollars (\$250,000) or less.

**11. Holiday Service:** BTI agrees to provide service as stated in the Agreement with the following holiday exceptions: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Columbus Day, Thanksgiving Day, Christmas Day. Federal Banking and any local applicable observed holiday. Charges for service on such days will be mutually agreed upon in advance by the parties on a per pick-up basis, excluding Christmas Day. BTI will not provide Christmas Day service.

**12. Specials:** Unscheduled pickups or deliveries are available under the same conditions and provisions of this Agreement. Prices are quoted upon request.

**13. Excess Liability' Coverage:** BTI reserves the right to refuse tender of a shipment in excess of the Liability Coverage per Shipment Amount as set forth in this Agreement.

**14. Entire Agreement:** This Agreement: (a) shall be governed by and construed in accordance with the laws of American Samoa without reference to conflict of laws principles; (b) constitutes the entire agreement and understanding of the parties with respect to its subject matter, except that the terms of any agreement regarding confidential information of the parties shall be deemed to be a part of this Agreement; (c) and the fees set forth in it shall be treated as confidential information; (d) is not for the benefit of any third party; (e) may not be amended except by a written instrument signed by both CUSTOMER and BTI; (f) may not be assigned by CUSTOMER without BTI's prior written consent; (g) may be assigned by BTI, provided that BTI shall furnish written notice of such assignment to CUSTOMER; (h) shall be binding upon any assignees, and defined terms used in this Agreement to apply to either party shall be construed to refer to such party's assignee; (i) is the product of negotiation; (j) is subject to a contractually agreed one (1) year statute of limitations on all claims or the minimum allowable by applicable law; (k) shall not be deemed to have been drafted by either party; (l) may be executed in multiple counterparts, all of the same agreement which when taken together shall constitute one and the same instrument; (m) contains article and section headings which are for convenience of reference only and which shall not be deemed to alter or affect the meaning or interpretation of any provision of this Agreement; (n) does not make either party the agent, fiduciary or partner of the other; (o) does not grant either party any authority to bind the other to any legal obligation; (p) does not intend to nor grant any rights to any third party and (q) shall remain valid and enforceable despite the holding of any specific provision to be invalid or unenforceable, except for such specific provision. The waiver by either party of any rights arising out of this Agreement shall not cause a waiver of any other rights under this Agreement, at law or in equity. Any and all correspondence regarding this Agreement shall be delivered via certified mail (return receipt requested) or verifiable third-party courier (return receipt requested).