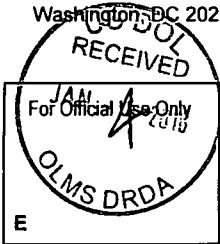


FORM LM-20 AGREEMENT AND ACTIVITIES REPORT

Form approved
Office of Management
and Budget
No. 1245-0003
Expires 08-31-2016



This report is mandatory under P.L. 86-257, as amended. Failure to comply may result in criminal prosecution, fines, or civil penalties as provided by 29 U.S.C. 439 or 440. Required of persons, including Labor Relations Consultants and Other Individuals and Organizations, Under Section 203(b) of the Labor-Management Reporting and Disclosure Act of 1959, as amended. (LMRDA)

602656

READ THE INSTRUCTIONS CAREFULLY BEFORE PREPARING THIS REPORT.

1. File Number:

c- 66725

Person Filing

2. Name and mailing address (include ZIP Code):

Name James F Spurlock

Title President

Organization Spurlock Advisory Services, LLC

P.O. Box, Bldg., Room No., if any

Street 1498 Gunnison Street

City Mount Pleasant

State South Carolina

ZIP Code + 4 29466-8395

3. Any other address where records necessary to verify this report are kept:

Name

Title

Organization

P.O. Box, Bldg., Room No., if any

Street

City

State

ZIP Code + 4

4. Date fiscal year ends:

Dec / 31

5. Type of person:

a. ☐ Individual b. ☐ Partnership c. ☐ Corporation d. ☒ Other (Specify): LLC

Nature of Agreement or Arrangement

6. Full name and address of employer with whom made (include ZIP Code):

Name

Organization Brink's, Incorporated

Trade Name, if any

P.O. Box, Bldg., Room No., if any

Street 555 Dividend Drive

City Coppell

State Texas

ZIP Code + 4 75019

7. Date entered into:

10 / 7 / 2015

8. Name of person(s) through whom made:

Name J.P. Elliott

Name

Name

Name

Name

Signatures

Each of the undersigned declares, under penalty of perjury and other applicable penalties of law, that all of the information submitted in this report (including the information contained in any accompanying documents) has been examined by the signatory and is, to the best of the undersigned's knowledge and belief, true, correct, and complete. (See Section VII on penalties in the instructions.)

13. Signed

James F. Spurlock

President
(If other title, see
instructions)

Title President

14. Signed

James F. Spurlock

Treasurer
(If other title, see
instructions)

Title Treasurer

On

12/22/15
Date

817/600-0088

Telephone Number

On

12/22/15
Date

817/600-0088

Telephone Number

9. Check the appropriate box to indicate whether an object of the activities undertaken, is directly or indirectly:

- a. ☒ To persuade employees to exercise or not to exercise, or persuade employees as to the manner of exercising, the right to organize and bargain collectively through representatives of their own choosing.
- b. ☐ To supply an employer with information concerning the activities of employees or a labor organization in connection with a labor dispute involving such employer, except information for use solely in conjunction with an administrative or arbitral proceeding or a criminal or civil judicial proceeding.

10. Terms and conditions (Explain in detail; see instructions. Written agreements must be attached.):

See attached Consultant Agreement

Specific Activities to be Performed

11. For each activity, separately list in detail the information required (See instructions):

a. Nature of activity:

To lawfully persuade employees of Brink's to vote "no" in the representation election.

11.b. Period during which performed:

10/7/2015 ~ 11/20/2015

11.c. Extent performed:

Completed

11.d. Name and address through whom performed:

Name James F Spurlock

Organization Spurlock Advisory Services, LLC

P.O. Box, Bldg., Room No., if any

Street 1498 Gunnison Street

City Mount Pleasant

State South Carolina ZIP Code + 4 29466-8395

Additional Name and address through whom performed, if any:

Name

Organization

P.O. Box, Bldg., Room No., if any

Street

City

State ZIP Code + 4

12.a. Identify subject groups of employees:

All full-time and regular part-time drivers, messengers, and turret guards performing guard functions as defined by Section 9(b)(3) of the Act, employed by the Employer at its 481-495 New Jersey Railroad Avenue, Newark, New Jersey and 25 Cotters Lane, East Brunswick, New Jersey facilities, but excluding all office clerical employees, managers, professional employees, employees performing guard functions as defined by Section 9(b)(3) of the Act who do not have a job title of driver, messenger, or turret guard, and supervisors as defined in the Act, and all

12.b. Identify subject labor organizations:

Armored Guard Association of New Jersey

Item 12.a Continuation From Page 2

other employees.

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (this "Agreement") is made effective for all purposes and in all respects as of the date referenced below, by and between Brink's, Incorporated and its affiliates (hereinafter referred to as "Brink's") and James Spurlock (hereinafter referred to as "Consultant").

WHEREAS, Brink's desires to engage Consultant to perform certain tasks, duties and/or services as shall be assigned to Consultant by Brink's from time to time;

WHEREAS, Consultant desires to be so engaged by Brink's; and

WHEREAS, Brink's and Consultant desire to set forth in writing the terms and conditions of their agreements and understandings.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally to be bound, hereby agree as follows:

1. **Duties of Consultant.** Consultant shall perform such tasks, duties and/or services as shall be assigned to Consultant by Brink's, including, but not limited to, those duties described in Schedule A attached hereto and made a part hereof, as it may be amended from time to time. Consultant agrees to perform his work in a prompt, efficient and professional manner. Nothing contained herein shall require Brink's to engage Consultant for a minimum number of hours/days or be deemed to be a guarantee to Consultant of a minimum number of hours/days of engagement by Brink's.
2. **Term of Engagement.** The term of Consultant's engagement hereunder (the "Term") shall commence as of October 7, 2015 and shall continue until the Expiration Date in Schedule A or until either party shall provide written notice to the other of its desire to terminate such engagement, whichever occurs first. Notwithstanding the foregoing, the termination of this Agreement for any reason shall not terminate or in any way affect Consultant's covenants and obligations set forth in sections 5, 6, 7 and 10 hereof. Consultant further agrees to submit to and execute any required releases associated with any criminal and other background checks required by Brink's and understands that commencement of the Term shall be contingent on satisfactory completion of any such background investigation(s).
3. **Compensation.** Subject to compliance by Consultant with this Agreement, Brink's shall pay Consultant the compensation specified in Schedule A. During the Term, Brink's shall not be obligated, under any circumstances, to pay for, or keep in effect, any hospitalization, health, life or other insurance for the benefit of Consultant, to pay any

employment or similar taxes, to make any tax withholdings or to provide any benefits that Brink's provides to its employees.

4. Expenses Incurred. During the Term, Brink's shall pay or promptly reimburse Consultant for all reasonable business expenses paid or incurred by Consultant in connection with the performance of Consultant's duties hereunder (as determined at the sole discretion of Brink's), upon presentation of expense statements, vouchers or other evidence of expenses as required by Brink's Travel and Entertainment Policy. Consultant shall submit a weekly report, in a form to be determined by Brink's, of his eligible incurred expenses to the attention of J.P. Elliott, or his/her designee.

5. Treatment of Information.

- A. Consultant acknowledges that Consultant shall or may be making use of, viewing and adding to confidential information of a special and unique nature and value relating to such matters as Brink's business practices, plans and controls, pricing information, payroll and benefit information, trade secrets, systems, designs, methods, computer software programs, documentation, manuals, white papers, financial reports, forecasts, budgets, other confidential reports and communications and lists of and information and data relating to employees and their families and/or dependents, suppliers, customers and prospects ("Confidential Information"). Consultant further acknowledges that any information and materials received by Brink's from third parties in confidence shall be included in the definition of Confidential Information. Consultant agrees that Consultant shall not directly or indirectly, disclose, divulge, reveal, report, publish, transfer or use, for any purpose whatsoever, any Confidential Information to any third party. As any breach by Consultant of its covenants and agreements in this section may cause irreparable injury to Brink's that cannot be redressed by the payment of monies, Brink's shall be entitled to enjoin any such threatened or continuing violation. Consultant acknowledges that Brink's holds all right, title, and interest in and to all tangible and intangible incidents of the Confidential Information, including, without limitation, all business practices and plans, trade secrets, copyrights, patent rights and derivative works pertaining thereto, and that this agreement conveys to Consultant only a limited right to use the Confidential Information in the course of performing this Agreement. Such right is fully revocable in accordance with the provisions of this Agreement. Consultant further agrees that, except for such right of use, it shall not assert any right, title, or interest in or to the Confidential Information and shall hold all Confidential Information in strict confidence.

- B. Confidential Information shall not include information which is or becomes publicly available without breach of (i) this Agreement, (ii) any other agreement or instrument to which Brink's is a party or a beneficiary or (iii) any duty owed to Brink's by Consultant or any third party; provided, however, that Consultant hereby acknowledges and agrees that if Consultant shall seek to disclose, divulge, reveal, report, publish, transfer or use any Confidential Information to any third

party, Consultant shall bear the burden of proving that any such information shall have become publicly available without any such breach. Disclosure of Confidential Information shall not be prohibited if such disclosure is directly pursuant to a valid and existing order of a court or other governmental body or agency; provided, however, that (i) Consultant shall first have given prompt notice to Brink's of any such possible or prospective order (or proceeding pursuant to which any such order may result) and (ii) Brink's shall have been afforded a reasonable opportunity to prevent or limit any such disclosure. Consultant agrees to return all Confidential Information in Consultant's possession or under Consultant's control at the request of Brink's or, in the absence of such a request, upon the termination of this Agreement.

6. Ownership of Information and Materials. Consultant covenants and agrees that all right, title and interest in any findings, reports, inventions, writings, disclosures, discoveries, computer code, developments and improvements written, invented, made or conceived by Consultant in the course of or arising out of this Agreement (hereinafter referred to as "Work Product") shall remain the sole and exclusive property of Brink's and shall be a work made for hire. Consultant agrees to disclose all Work Product to Brink's and agrees to execute any instruments and to do all other things reasonably requested by Brink's (both during and after Consultant's engagement by Brink's) in order to vest more fully in Brink's all ownership rights in Work Product. Consultant shall have written confidentiality and assignment of intellectual property rights agreements in place with any of its employees, agents, contractors or consultants who do any work related to this Agreement so as to make this Agreement enforceable against such its employees, agents, contractors or consultants.

Any provision of materials or equipment to Consultant by Brink's shall be at Brink's sole discretion. However, to the extent they are provided, Consultant understands and agrees that any such materials or equipment provided by Brink's to him for use in connection with this Agreement, (including but not limited to any computers) are the sole property of Brink's. Consultant agrees that all such materials and equipment will be used only for the provision of services to Brink's under this Agreement and will be immediately returned to Brink's upon the termination of this Agreement or upon request from Brink's.

7. No Prior Agreements. Consultant represents that Consultant's performance under this Agreement does not and shall not breach any fiduciary or other duty or any covenant, agreement or understanding (including, without limitation, any agreement relating to any proprietary information, knowledge or data acquired by Consultant in confidence, trust or otherwise prior to Consultant's engagement by Brink's) to which Consultant is a party or by the terms of which Consultant may be bound. Consultant covenants and agrees that Consultant shall not disclose to Brink's, or induce Brink's to use, any such proprietary information, knowledge or data belonging to any previous employer or client or others.
8. Independent Contractor. Consultant shall at all times be an independent contractor hereunder, and not an agent, employee or representative of Brink's, and no act, action or omission to act of Consultant shall in any way be binding upon or obligate Brink's. No

change in Consultant's duties as a consultant of Brink's shall result in, or be deemed to be, a modification of the terms of this Agreement. Consultant shall not be treated as an employee for Federal tax purposes. Consultant hereby represents and warrants to Brink's that Consultant is an independent contractor for Federal, state and local tax purposes. Further, Consultant hereby covenants and agrees to pay any and all Federal, state and local taxes required by law to be paid by an independent contractor, including, without limitation, any taxes imposed by the Self Employment Contribution Act.

9. Governing Law and Venue. In view of the fact that the headquarters of Brink's is located in Virginia, the construction and interpretation of this Agreement shall at all times and in all respects be governed by the substantive laws of Virginia without regard to its rules regarding conflicts of law. Any legal action taken by either party shall take place in the Circuit Court of Henrico County, Virginia or the Federal District Court for the Eastern District of Virginia, Richmond Division, and the parties hereby submit to the jurisdiction of either such court for the adjudication of any dispute hereunder.
10. Notices. Any notice required to be given hereunder shall be sufficient if in writing, and received by overnight courier service (with proof of service) or certified or registered mail (return receipt requested, first-class postage prepaid), in the case of Consultant, to Consultant's address, ADDRESS in the case of Brink's, to P.O. Box 18100, 1801 Bayberry Court, Richmond, Virginia 23226-8106, attention "Brink's Legal Department."
11. General. This Agreement contains the entire agreement and understanding by and between the parties with respect to the subject matter hereof, and no representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the party intended to be bound. This Agreement shall be binding upon, and shall inure to the benefit of, Brink's and Consultant, and their respective successors. However, Consultant may not assign this agreement or any duties hereunder without the express written authorization of Brink's. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof. The headings and other captions in this Agreement are for convenience and reference only and shall not be used in interpreting, construing or enforcing any of the provisions of this Agreement. Neither party shall be liable for the failure to perform its obligations under this Agreement due to events beyond such party's reasonable control including, but not limited to, strikes, riots, wars, fire, acts of God or acts in compliance with any applicable law, regulation or order (whether valid or invalid) of any court or governmental body. No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced; moreover, no valid waiver of any provision of this Agreement at any time shall be deemed a waiver of any other provision of this Agreement at such time or shall be deemed a valid waiver of such provision at any other time.

* * * * *

IN WITNESS WHEREOF, Brink's and Consultant have duly executed this Agreement intending to be bound thereby.

Brink's Incorporated

James Spurlock

By: J. Elliott

James Spurlock

Title: SVP - HR

47 4442219

Social Security or Taxpayer ID Number

DATED: 11/9/2015

SCHEDULE A

DATED: October 7, 2015

Duties: Consultant shall perform such special projects, tasks, duties and/or services as are requested by Brink's, to include, but not limited to, Human Resources, employee relations and consulting services with regard to Brink's operations and in other areas as needed. Unless otherwise directed by Brink's, Consultant will report to J.P. Elliott, or his/her designee(s), in connection with the performance of such tasks, duties and/or services. Prior to commencing performance of any tasks, duties and/or services under this Agreement, Consultant will obtain approval from Brink's regarding the general scope of and expected time needed to perform the tasks, duties and/or services to be performed. Payment will not be made for days and/or services performed by Consultant which were not requested and/or approved by Brink's.

Deadlines: Consultant's duties under this Agreement will commence on October 7, 2015 and will extend through and until November 20, 2015 or until either party shall provide written notice to the other of its desire to terminate such engagement, whichever occurs first.

Compensation:

Hourly Consulting Fee: During the Term, Consultant shall receive compensation in the form of an hourly fee, in the amount of \$120.00 for each hour Consultant spends performing the consulting duties and/or services required under the Agreement. (the "Hourly Consulting Fee"). Consultant will advise Brink's of the hours worked for which he is entitled to compensation under this provision on a weekly basis. This report of hours worked will be made in writing and delivered to J.P. Elliott or such other individual as designated by Brink's, and will include a summary of hours worked during each reported day of work. Upon request, Consultant will provide Brink's with such back up documentation or records as necessary to verify his reported hours worked. Nothing contained herein shall require Brink's to engage Consultant for a minimum number of hours or be deemed to be a guarantee to Consultant of a minimum length of engagement with Brink's. Payment of the Hourly Consulting Fee will be made contemporaneously with Brink's normal payroll schedule and may be broken into semi-monthly installments.

IN WITNESS WHEREOF, Brink's and Consultant have duly executed this Agreement intending to be bound thereby.

Brink's Inc.

James Spurlock

By: J.P. Elliott
Title: SVP - HR

James Spurlock

SCHEDULE B

DATED: October 7, 2015

By way of supplement to your Consulting Agreement, this Schedule B is to confirm Brink's, Incorporated's ("Brink's") agreement to indemnify and hold you harmless for any actions taken within the course and scope of your retention as a consultant for Brink's 2015 union organizing campaigns, to include, but not limited to, provision of legal representation for any administrative charges or litigation directed at you personally in conjunction with the above-referenced consulting activities.

IN WITNESS WHEREOF, Brink's and Consultant have duly executed this Agreement intending to be bound thereby.

Brink's Incorporated

James Spurlock

By: JP Elliott
Title: SVP - HR

James Spurlock