

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934**

Date of Report (Date of Earliest Event Reported): May 2, 2019

THE BRINK'S COMPANY

(Exact name of registrant as specified in its charter)

Virginia

(State or other jurisdiction of
incorporation)

001-09148

(Commission File Number)

54-1317776

(IRS Employer Identification No.)

**1801 Bayberry Court
P. O. Box 18100
Richmond, VA 23226-8100**

(Address and zip code of
principal executive offices)

Registrant's telephone number, including area code: **(804) 289-9600**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Securities Act.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On May 2, 2019, Amit Zukerman, Executive Vice President of The Brink's Company (the "Company"), resigned his position as Executive Vice President, effective June 28, 2019. To ensure a smooth near-term transition of his current responsibilities and to support the continued long-term execution of the Company's strategy, Mr. Zukerman will remain an employee consultant of the Company through March of 2021 pursuant to the terms of a Consulting Agreement (the "Agreement") executed by Mr. Zukerman and the Company.

Effective July 1, 2019, Michael Beech will have responsibility for the Company's South America reporting segment. Dominik Bossart, who previously reported to Mr. Zukerman and had responsibility for South America, excluding Brazil, will assume responsibility for the Rest of World reporting segment, with the exception of the Company's France business (which will report to Ron Domanico), and for the Brink's Global Services business.

Pursuant to the terms of the Agreement, Mr. Zukerman is eligible to receive, among other things, one year's base salary, a 2019 annual incentive award for the period through June 30, 2019 and continued vesting of certain outstanding equity. In exchange for such compensation, and in addition to other customary terms of separation, Mr. Zukerman will agree not to engage in certain competitive activities during the period ending on March 31, 2022. Mr. Zukerman will not receive any payments under the Company's Severance Pay Plan.

The foregoing description of the Agreement is not complete and is qualified in its entirety by reference to the text of the Agreement, a copy of which is attached as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

Item 5.07. Submission of Matters to a Vote of Security Holders.

On May 2, 2019, the Company held its Annual Meeting of Shareholders. At this meeting, the Company's shareholders (i) elected each of the persons listed below as a director for a term expiring in 2020, (ii) approved an advisory resolution on named executive officer compensation; and (iii) approved Deloitte and Touche LLP as the Company's independent registered accounting firm for 2019.

The Company's shareholders voted as follows:

Proposal 1 – Election of Directors for terms expiring in 2020

	<u>For</u>	<u>Against</u>	<u>Abstain</u>	<u>Broker Non-Votes</u>
Paul G. Boynton	45,581,076	80,745	36,493	1,371,050
Ian D. Clough	45,580,945	78,948	38,421	1,371,050
Susan E. Docherty	45,506,115	156,110	36,089	1,371,050
Reginald D. Hedgebeth	45,415,784	246,377	36,153	1,371,050
Dan R. Henry	45,511,377	149,192	37,745	1,371,050
Michael J. Herling	45,363,813	297,840	36,661	1,371,050
Douglas A. Pertz	45,579,598	82,619	36,097	1,371,050
George I. Stoeckert	45,346,694	314,453	37,167	1,371,050

Shareholders elected the nominees with at least 99% of the votes cast in favor of each of the nominees.

Proposal 2 – Approval of an advisory resolution on named executive officer compensation

<u>For</u>	<u>Against</u>	<u>Abstain</u>	<u>Broker Non-Votes</u>
45,333,466	333,755	31,093	1,371,050

Shareholders approved the advisory resolution on named executive officer compensation with approximately 99% of the votes cast in favor.

Proposal 3 – Approval of Deloitte and Touche LLP as the Company’s independent registered public accounting firm for 2019

<u>For</u>	<u>Against</u>	<u>Abstain</u>	<u>Broker Non-Votes</u>
46,989,032	44,070	36,262	0

Shareholders approved Deloitte and Touche LLP as the Company’s independent registered public accounting firm with approximately 99% of the votes cast in favor.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

10.1 Consulting Agreement dated May 8, 2019, by and between The Brink's Company and Amit Zukerman

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

THE BRINK'S COMPANY
(Registrant)

/s/ Dana O'Brien

By: Dana O'Brien
Senior Vice President and General Counsel

Date: May 8, 2019

EXHIBIT INDEX

EXHIBIT

DESCRIPTION

10.1

[Consulting Agreement dated May 8, 2019, by and between The Brink's Company and Amit Zukerman](#)

CONSULTING AGREEMENT

This CONSULTING AGREEMENT, dated as of May 8, 2019 (this “Agreement”), is made by and between The Brink’s Company (the “Company”) and Amit Zukerman (the “Consultant”). The parties have mutually agreed that, contingent upon execution of this Agreement by the parties, Consultant’s tenure as Executive Vice President, Brink’s Global Operations and Brink’s Global Services of the Company will end effective June 28, 2019, and in consideration of the mutual covenants, undertakings, and consideration set forth herein, the parties hereby agree to certain changes to the terms of Consultant’s continued employment with the Company as follows:

1. Term of Employment. The Company agrees to continue to employ Consultant for a period commencing on July 1, 2019 (the “Transition Date”) and ending on March 31, 2021 (such period, the “Term”). Notwithstanding the foregoing, Consultant’s employment hereunder (and thus the Term) may be terminated (x) by either party at any time and for any reason upon thirty (30) days’ written notice or (y) by the Company for Cause (as defined below) without any notice. For the avoidance of doubt, the Company may terminate Consultant’s service under this Agreement at any time, but may terminate the Term, and Consultant’s employment under this Agreement, only as expressly provided in this Agreement. Consultant shall remain entitled to all benefits and compensation that accrue to him prior to the Transition Date, including (without limitation) his current base salary through the Transition Date.

2. Title; Reporting Structure; Authority. (a) Effective as of the close of business on June 28, 2019, Consultant shall cease to be Executive Vice President, Brink’s Global Operations and Brink’s Global Services, of the Company. Further, Consultant hereby, without any further action, effective as of the close of business on June 28, 2019, resigns from all offices and board memberships with any Company subsidiaries, including but not limited to, BVC Brink’s Diamond & Jewellery Services LLP, Brink’s Macau Limited, Brink’s (Israel) Limited, Brinks (Southern Africa) (Pty) Ltd (RF), Brink’s C.I.S., Inc., Brink’s Global Services (BGS) Botswana (Proprietary) Limited, Brink’s Global Services International, Inc., Brink’s Holdings Limited, Brink’s India Private Limited and Brink’s Kenya Limited, and Consultant shall execute and deliver to the Company any documents reasonably requested by the Company to implement such resignations. Throughout the Term, Consultant shall have the title of “Consultant” and shall report to the Chief Executive Officer of the Company. Consultant shall provide the following services as an employee of the Company, with hours to be mutually agreed between the parties, during the Term: (i) serving as a non-executive advisor to the Chief Executive Officer and (ii) assisting with special projects, in each case as reasonably requested and mutually agreed from time to time. Consultant shall be permitted to commence full-time employment with another employer at any time on or after October 1, 2019.

(b) During the Term, Consultant shall not be an executive officer of the Company, shall have no reports and shall work from a location, convenient for Consultant, to be mutually agreed from time to time. Under no circumstances shall Consultant have or claim to have power of decision hereunder in any activity on behalf of the Company, nor shall Consultant have the power or authority hereunder to obligate, bind or commit the Company in any respect. During the Term, Consultant shall not (i) make any management decisions on behalf of the Company, or (ii) undertake to commit the Company to any course of action in relation to third persons.

(c) Following the Transition Date, and upon the Company's request, Consultant shall promptly: (x) vacate his then current office at the Company (if any) and (y) surrender all property of the Company (including, without limitation, computers, iPads, cell phones and other electronic products, credit cards and the like). At any point during the Term, the Company reserves the right to (i) exclude Consultant from any of its premises and (ii) limit or deny Consultant access to Company email, intranet or other information systems. Notwithstanding the foregoing, during the Term and at all times following Consultant's termination of employment hereunder other than for Cause, Consultant shall be permitted to keep the mobile phone (including, if Consultant so requests, Consultant's mobile phone number), computer and iPad issued to Consultant by the Company (the "Electronics"); provided, however, that Consultant must, upon request by the Company, promptly provide the Electronics to the Company for data screening protection.

3. Continued Employment. Throughout the Term, Consultant shall remain an employee of the Company (regardless of title). The parties currently anticipate that Consultant will experience a "separation from service" for purposes of "Section 409A" (as defined below) as of the Transition Date. Consultant shall have no duties following the Transition Date that are inconsistent with his having had a "separation from service" on or before the Transition Date. The Company shall promptly pay, or reimburse Consultant for, any business expenses he reasonably incurs in connection with performing his duties under this Agreement in accordance with applicable Company policies.

4. Compensation. (a) The Company agrees to pay Consultant, and Consultant agrees to accept, as compensation for the services and obligations set forth herein during the Term, the compensation and benefits described below, subject only to (x) Consultant's executing the release of claims in substantially the form attached as Exhibit A hereto (a "Release of Claims") in accordance with Section 6 and (y) Consultant's not having committed a material breach of his obligations under Sections 7 through 9 below, which breach has caused (or would reasonably be expected to cause) significant harm to the Company; provided that, upon any termination of the Term prior to March 31, 2021, Consultant shall remain entitled to the payments and benefits described below, as if the Term had not ended until March 31, 2021, except as otherwise provided in Section 5, 6 or 10(a):

- i. *Consulting Fee.* A consulting fee equal to \$29,762 U.S. dollars per month during the Term, payable pursuant to the Company's payroll arrangements for Swiss employees and on the Company's regular payroll dates, less applicable taxes and withholding.
- ii. *Benefits.* Continued treatment during the Term as a full-time employee of Brink's Schweitz AG in Switzerland for purposes of determining his rights to retirement/pension benefits (including accident and daily sickness insurance), medical benefits, and other welfare and fringe benefits.
- iii. *Equity Awards.* Any unvested compensatory awards (including, without limitation, stock option awards) denominated in shares of common stock of the Company granted to Consultant prior to January 1, 2019, that are held by Consultant on the date of this Agreement, (including any one-off or special awards or other awards that were not granted in connection with the Company's ordinary long-term

incentive award grant cycle) shall continue to vest as if Consultant had remained a full-time employee of the Company during the Term, and shall otherwise continue to be governed by the terms and conditions of the applicable plans and award agreements; provided, however, that any performance-based vesting conditions applicable to such awards shall be deemed achieved based on actual performance. Any stock option awards granted to Consultant prior to January 1, 2019, that are, or become, exercisable during the Term shall remain exercisable at least through the 90th day after the end of the Term (but no later than the expiration date of such stock options awards), and shall otherwise be treated as provided in the immediately preceding sentence. Exhibit B hereto sets forth a schedule of outstanding equity incentive awards (including applicable vesting dates) granted to Consultant prior to January 1, 2019 and held by Consultant as of the date hereof.

- iv. *Annual Incentive Award.* Consultant shall be entitled to receive an annual incentive payment with respect to 2019 (the “2019 Incentive Payment”) based on Consultant's target annual incentive opportunity as in effect on the date hereof and otherwise subject to the terms and conditions of the Company's applicable annual incentive plan; provided, however, that (x) such payment shall be determined based on the Company's actual achievement of applicable performance goals through the applicable performance period, (y) any applicable individual performance multiplier shall be deemed satisfied at 100% and (z) the amount payable to Consultant shall be pro-rated for the period from January 1, 2019 through June 30, 2019 (i.e. such amount shall be reduced by 50%). The amount due shall be paid in cash on the earlier of March 15, 2020, and the date that continuing senior executives of the Company are awarded this annual incentive award for 2019.

(b) Consultant agrees and acknowledges that, other than the amounts and benefits described in Section 4(a), Consultant shall not be entitled to (i) any future annual incentive awards (other than the 2019 Incentive Payment), (ii) any future grants of equity incentive awards, (iii) to vest in or otherwise earn any portion of any equity incentive award granted in 2019, or (iv) to any payments or benefits pursuant to the Company's Severance Pay Plan or Consultant's Change in Control Agreement. In addition, Consultant agrees that by entering into this Agreement, Consultant hereby waives his right to receive any statutory notice period payments or severance payments under any applicable Swiss laws, including but not limited to, the Swiss Code of Obligations (OR).

5. Termination of Employment Prior to March 31, 2021. (a) Upon a voluntary termination of his employment hereunder by Consultant (except as provided in Section 5(b), below), or the Company's termination of such employment for Cause (as defined below), in each case prior to March 31, 2021, the Company shall cease to provide the payments and benefits described in Section 4(a) with respect to any period after the date that Consultant's employment terminates; provided, however, that upon such a voluntary termination of employment by Consultant, and notwithstanding anything elsewhere to the contrary, (i) if Consultant's employment so terminates on or after January 1, 2020 and prior to May 15, 2020, then Consultant shall receive continued consulting fee payments under Section 4(a)(i), and continued benefits participation under Section 4(a)(ii), through the later of such termination of employment and May 15, 2020, (ii) Consultant shall receive, to the extent not previously paid, Consultant's 2019 Incentive Payment, paid as provided in the last sentence of Section 4(a)(iv), and (iii) any outstanding equity incentive awards set forth in Exhibit B shall continue to vest through March 31, 2021, and shall (in the case of stock options) remain exercisable, in each case as if the Term had extended through March 31, 2021. For purposes of this Agreement, “Cause” shall mean: (x) a material breach of this Agreement by Consultant that causes (or should reasonably be expected to cause) significant harm to the Company, (y) a material violation of the Company's policies by Consultant that causes (or would reasonably be expected to cause) significant harm to the Company, or (z) Consultant's conviction of a felony or of any crime involving moral turpitude, fraud or misrepresentation.

(b) If (1) the Company terminates Consultant's employment hereunder other than for Cause, (2) Consultant resigns his employment hereunder within 60 days following (x) the Company's material breach of this Agreement, (y) notice of such alleged breach from Consultant to the Company within fifteen (15) days of his first learning of it, and (z) the Company's failure to cure such breach within thirty (30) days of such notice or (3) Consultant's employment hereunder terminates due to his death or disability, Consultant shall continue to receive all the payments and benefits to which he would have been entitled under Section 4(a) if he had remained employed through March 31, 2021, but only if (x) Consultant executes an additional Release of Claims (which must be executed and delivered in accordance with its terms within thirty (30) days of such termination or, in the case of his death, within sixty (60) days following the date of his death) and (y) Consultant has not committed a material breach of the restrictive covenants set forth in Sections 7 through 9, which breach has caused (or would reasonably be expected to cause) significant harm to the Company.

6. Release of Claims; Resignation of Officer Positions. Consultant's entitlement to the benefits described in Section 4(a) is conditioned on Consultant (i) executing on or before July 2, 2019, the Release of Claims described in Section 4(a) and (ii) at the request of the Company, executing such documents as the Company deems necessary to effectuate his removal from director and officer positions, committee memberships and any other positions he holds with any Company entity and assigning to the Company or its designee any shares of capital stock of any Company entity (other than shares of common stock of Company) which may be registered in his name in connection with his service in such positions. Should such Release of Claims not be executed by Consultant on or before July 2, 2019, Consultant shall be deemed terminated for Cause as of such date, and the Company shall, as of the date of such termination, cease to have any obligation to provide any payments or benefits under Section 4(a) of this Agreement (which, for the avoidance of doubt, includes any obligations set forth in Section 4(a) to which Consultant would have

otherwise been entitled upon a termination for Cause had Consultant complied with the requirements of this Section 6). For avoidance of doubt, Consultant may sign the Release of Claims described in Section 4(a) at the same time he signs this Agreement.

7. Restrictive Covenants. In exchange for the consideration described herein, Consultant also expressly and voluntarily covenants and agrees that until March 31, 2022, Consultant shall not, directly or indirectly, by agency, as a director, officer, employee or consultant, through a corporation, partnership, limited liability company, or by any other artifice or device:

(a) Engage in activities or business, or establish any new businesses, in any geographic area of any state or country (i) in which Consultant was physically located at the time Consultant provided services in furtherance of the business interests of the Company, (ii) for which Consultant had supervisory responsibility (in whole or in part), if any, on behalf of the Company, or (iii) to which Consultant was assigned by the Company; provided, in each case, that Consultant provided such services or had such responsibility or assignment within twelve (12) months prior to the termination of Consultant's employment (any such area, the "Restricted Area"), that are substantially in competition with the business of the Company or any of its affiliates as of the date hereof, including (i) selling goods or services of the type sold by the Company or any of its affiliates in the Restricted Area, over which Consultant had management oversight and/or responsibility in his position as Executive Vice President, Brink's Global Operations and Brink's Global Services, except that Consultant may sell any goods or services that were not sold or to be sold by the Company or any of its affiliates at any time during Consultant's employment with the Company or any of its affiliates, (ii) soliciting any customer or client or prospective customer or client of the Company or any of its affiliates to purchase any goods or services sold by the Company or any of its affiliates from anyone other than the Company or any of its affiliates, or servicing any such customer or client or prospective customer or client in any way in connection with or relating to the goods or services sold by the Company or any of its affiliates, (iii) interfering with, or attempting to interfere with, business relationships between the Company or any of its affiliates and the suppliers, partners, members or investors of the Company or any of its affiliates, and (iv) assisting any person in any way to do, or attempt to do, anything prohibited by clauses (i), (ii) or (iii) above;

(b) Perform services in the business of armored vehicle transportation, secure international transportation of valuables, coin processing services, currency processing services, cash management services, safe and safe control services, cash payment services, security and guarding services, deposit processing services/daily overnight credit check imaging or jewel or precious metal vaulting for Garda, Loomis, Dunbar or any other direct competitor of the Company in the Restricted Area similar to the services Consultant performed for the Company or its affiliates; or

(c) Perform any action, activity or course of conduct that is substantially detrimental to the Company or any of its affiliates or to the business reputation of the Company or any of its affiliates, including (i) soliciting, recruiting or hiring any employees of the Company or any of its affiliates or persons who have worked for the Company or any of its affiliates, (ii) soliciting or encouraging any employee of the Company or any of its affiliates to leave the employment of the Company or any of its affiliates or intentionally interfering with the relationship of the Company or any of its affiliates with any such employee, and (iii) assisting any person in any way to do, or attempt to do, anything prohibited by clauses (i) or (ii) above.

Consultant specifically acknowledges that, during the course of his employment by the Company as Executive Vice President, Brink's Global Operations and Brink's Global Services, he was exposed to, and played a crucial role in, the development and implementation of the Company's strategic business operations, financial performance, marketing strategy, and plans for existing and future products and services in the Restricted Area. As such, Consultant agrees that

the geographic scope of the restrictions set forth in this Section 7 is no more broad than reasonably necessary to protect the Company's legitimate business interests.

8. Confidential Information. (a) Consultant acknowledges that, during the course of his employment by the Company, he had access to various confidential information of the Company and its affiliates, including but not limited to strategic plans, security and operational procedures, practices and data, company specific reports and/or data, routing information, performance related data and reports, salary/compensation information, customer lists, pricing practices and lists, marketing plans, operational processes and techniques, financial information including financial information set forth in internal records, files and ledgers or incorporated in profit and loss statements, financial reports and business plans, inventions, discoveries, devices, algorithms, as well as computer hardware and software (including source code, object code, documentation, diagrams, flow charts, know how, methods and techniques associated with the development of a use of any of the foregoing computer software), all internal memoranda, any other records of the Company or its affiliates (including electronic and data processing files and records) and any other information designated as a "trade secret" and/or constituting a trade secret under any governing law and any other proprietary information not generally available to the public that the Company or its affiliates consider confidential information (collectively called "Confidential Information"). In connection with this Agreement, Consultant agrees that all Confidential Information is and shall remain the property of the Company or its affiliates and that he shall not divulge or disclose any such Confidential Information to any third party or use any such Confidential Information without the prior written consent of the Company.

(b) In the event Consultant becomes, or believes he has become, in any way legally compelled to disclose any Confidential Information, Consultant shall provide the Company with prompt prior written notice of such requirement so the Company may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Section. In the event such protective order or other remedy is not obtained, or the Company waives compliance with this Section, Consultant agrees to furnish only that portion of the Confidential Information which he is legally compelled to disclose and agrees to exercise best efforts to request that confidential treatment will be accorded any such information so furnished. Consultant further agrees to return immediately to the Company any and all Confidential Information received or obtained during the course of Consultant's employment with the Company, including but not limited to all documents and records and computer databases and files, and all copies thereof.

(c) Notwithstanding anything in this Agreement, any Release of Claims or other Company Arrangement to the contrary, Consultant shall not be prohibited from: (i) making truthful statements, or disclosing documents and information, (x) to the extent reasonably necessary in connection with any litigation, arbitration or mediation involving Consultant's rights or obligations under this Agreement, any Release of Claims or other Company Arrangement or (y) when required by law, legal process or by any court, arbitrator, mediator or legislative body (including any committee thereof) with actual or apparent jurisdiction to order Consultant to make such statements or to disclose or make accessible such documents and information; provided, however, that Consultant shall continue to comply with Section 8(b) with respect to any such statements or disclosures; (ii) retaining, and using appropriately (including in compliance with Sections 7, 8(b)

and 9), documents and information relating to his personal employment (or termination thereof) and compensation and his rolodex (and electronic equivalents); (iii) disclosing his post-employment restrictions in confidence in connection with any potential new employment or business venture; (iv) disclosing documents and information relating to his personal employment (or termination thereof) and compensation in confidence to any attorney, financial advisor, tax preparer, or other professional for the purpose of securing professional advice or to his spouse; (v) using and disclosing documents and information at the request of the Company or its attorneys and agents; or (vi) using and disclosing documents and information in connection with good faith performance of his duties under this Agreement.

9. Mutual Non-Disparagement; Positive References. (a) Consultant agrees that he shall not make any untrue, misleading or defamatory statements concerning the Company or Releasees (as defined in the Release of Claims) or any of its or their directors or officers, and shall not directly or indirectly make, repeat or publish any false, disparaging, negative, unflattering, accusatory or derogatory remarks or references, whether oral or in writing, concerning the Company or Releasees or any of its or their directors or officers, or otherwise take any action which might reasonably be expected to cause damage or harm to the Company or Releasees or any of its or their directors or officers. Nothing in this Agreement prohibits Consultant from communicating with or fully cooperating in the investigations of any governmental agency on matters within their jurisdictions. However, this Agreement does prohibit Consultant from recovering any relief, including without limitation monetary relief, as a result of such activities. In agreeing not to make disparaging statements regarding the Company or Releasees or any of its or their directors or officers, Consultant acknowledges that he is making a knowing, voluntary and intelligent waiver of any and all rights he may have to make disparaging comments about the Company or Releasees or any of its or their directors or officers, including rights under Swiss law or under the First Amendment to the United States Constitution and any other applicable federal or state constitutional rights. /s/ AZ [initialed]

(b) The Company agrees that none of the members of the Board of Directors of the Company (the "Board") or officers of the Company shall make disparaging statements concerning Consultant. Nothing in this Agreement prohibits the Company or any members of the Board or officers of the Company from communicating with or fully cooperating in the investigations of any governmental agency on matters within their jurisdictions.

(c) The Company agrees that, upon request by Consultant, the Chief Executive Officer and the Chairman of the Board shall promptly provide positive written professional references regarding Consultant in connection with any of Consultant's subsequent potential employers or business ventures.

10. Consultant Acknowledgements. (a) Consultant acknowledges that a violation by Consultant of any of the covenants contained in this Agreement would cause irreparable damage to the Company and its affiliates in an amount that would be material but not readily ascertainable, and that any remedy at law (including the payment of damages) would be inadequate. Accordingly, Consultant agrees that, notwithstanding any provision of this Agreement to the contrary, in addition to any other damages the Company is able to show, in the event of a material breach by Consultant of any of the covenants set forth in Sections 6 through 9 of this Agreement, which breach has caused

(or would reasonably be expected to cause) significant harm to the Company, the Company shall be entitled (without the necessity of showing economic loss or other actual damage) to (i) cease providing any payments or benefits under Section 4(a) to the extent not previously, and not yet due to be paid or provided, (ii) the prompt return by Consultant of any portion of such Compensation and the value of such benefits previously paid or provided (which returned amount may be reduced by the Company to reflect the tax consequences to the Consultant thereof), and (iii) injunctive relief (including temporary restraining orders, preliminary injunctions and permanent injunctions), without posting a bond, in any court of competent jurisdiction for any actual or threatened breach of any of the covenants set forth in this Agreement in addition to any other legal or equitable remedies it may have. The preceding sentence shall not be construed as a waiver of the rights that the Company may have for damages under this Agreement or otherwise, and all such rights shall be unrestricted.

(b) Consultant acknowledges that the Company and its affiliates have expended and will continue to expend substantial amounts of time, money and effort to develop business strategies, employee, customer and other relationships and goodwill to build an effective organization. Consultant acknowledges that the Company has a legitimate business interest in and right to protect its Confidential Information, goodwill and employee, customer and other relationships, and that the Company would be seriously damaged by the disclosure of Confidential Information and the loss or deterioration of its employee, customer and other relationships. Consultant further acknowledges that the Company and its affiliates are entitled to protect and preserve the going concern value of the Company to the extent permitted by law.

(c) In light of the foregoing acknowledgments, Consultant agrees that the covenants contained in this Agreement are reasonable and properly required for the adequate protection of the businesses and goodwill of the Company and its affiliates. Consultant further acknowledges that, although Consultant's compliance with the covenants contained in this Agreement may prevent Consultant from earning a livelihood in a business similar to the business of the Company, Consultant's experience and capabilities are such that Consultant has other opportunities to earn a livelihood and adequate means of support for Consultant and Consultant's dependents.

(d) Prior to execution of this Agreement, Consultant was advised by the Company of Consultant's right to seek independent advice from an attorney of Consultant's own selection regarding this Agreement. Consultant acknowledges that Consultant has entered into this Agreement knowingly and voluntarily and with full knowledge and understanding of the provisions of this Agreement after being given the opportunity to consult with counsel. Consultant further represents that, in entering into this Agreement, Consultant is not relying on any statements or representations made by any of the Company's directors, officers, employees or agents that are not expressly set forth herein, and that Consultant is relying only upon Consultant's own judgment and any advice provided by Consultant's attorney.

(e) In light of the acknowledgements contained in this Section 10, Consultant agrees not to challenge or contest the reasonableness, validity or enforceability of any limitations on, and obligations of, him contained in this Agreement.

(f) The Company represents that it knows of no claims or causes of action that it has or may have against Consultant as of the date of this Agreement.

(g) Notwithstanding anything in this Agreement to the contrary, nothing in or about this Agreement prohibits Consultant from: (i) filing and, as provided for under Section 21F of the Securities Exchange Act of 1934 (“Section 21F”), maintaining the confidentiality of a claim with the Securities and Exchange Commission (“SEC”), (ii) providing Confidential Information to the SEC, or providing the SEC with information that would otherwise violate Sections 8 or 9 of this Agreement, to the extent permitted by Section 21F, (iii) cooperating, participating or assisting in an SEC investigation or proceeding without notifying the Company, or (iv) receiving a monetary award as set forth in Section 21F.

(h) Notwithstanding any provision of this Agreement, this Agreement shall be construed and interpreted to comply with Section 409A, and if necessary, any provision shall be held null and void to the extent such provision (or part thereof) fails to comply with Section 409A. For purposes of Section 409A, each payment of the Compensation shall be treated as a “separate payment”. To the extent that the Company determines that any payment or benefit pursuant to this Agreement constitutes deferred compensation (within the meaning of Section 409A), such payment or benefit shall be made at such times and in such forms as the Company determines are required to comply with Section 409A (including, in the case of payments to a “specified employee” within the meaning of Section 409A, the six-month delay for amounts payable upon a separation from service). Except as specifically permitted by Section 409A or as otherwise specifically set forth in this Agreement, the benefits and reimbursements provided to Consultant under this Agreement during any calendar year shall not affect the benefits and reimbursements to be provided to Consultant under the relevant section of this Agreement in any other calendar year, and the right to such benefits and reimbursements cannot be liquidated or exchanged for any other benefit and shall be provided in accordance with Treas. Reg. Section 1.409A-3(i)(1)(iv) or any successor thereto. Further, in the case of reimbursement payments, reimbursement payments shall be made to Consultant as soon as practicable following the date that the applicable expense is incurred, but in no event later than the last day of the calendar year following the calendar year in which the underlying expense is incurred. Notwithstanding the foregoing, nothing in this Agreement shall be interpreted or construed to transfer any liability for any tax (including a tax or penalty due as a result of a failure to comply with Section 409A) from Consultant to the Company or to any other individual or entity, and the Company shall not pay any additional payment or benefit in the event that the Company changes the time or form of Consultant’s payments or benefits in accordance with this Section.

11. General. (a) This Agreement supersedes all understandings or agreements, whether oral or written, by and between the Company and Consultant relating to its subject matter and sets forth the entire agreement between the Company and Consultant with respect thereto; provided, however, that (x) any other non-competition and/or non-disclosure agreements between the Company and Consultant shall (except as otherwise expressly provided in this Agreement) continue unabated pursuant to their own terms and (y) Consultant shall remain entitled (except as otherwise expressly provided in this Agreement) to any benefits to which he is entitled, or becomes entitled as set forth herein, under the applicable terms of any applicable written employment, compensation or benefit plan, program, agreement or arrangement of the Company or any of its affiliates (collectively, “Company Arrangements”). The headings of the Sections and sub-sections contained in this Agreement are for convenience only and shall not be deemed to control or affect the meaning

or construction of any provision of this Agreement. Consultant shall be entitled, to the extent permitted under applicable law, to select and change a beneficiary or beneficiaries to receive any compensation or benefit hereunder following his death by giving written notice thereof to the Company. In the event of Consultant's death or a judicial determination of his incompetence, references in this Agreement or in any Release of Claims to Consultant shall be deemed, where appropriate, to refer to his beneficiar(ies), estate, executor(s), or other legal representative(s). For the avoidance of doubt, (x) any restrictive covenants contained in any understanding or agreement between Consultant and the Company, including any equity award agreement, shall (except as otherwise expressly provided in this Agreement) continue in effect and hereafter apply coextensively with the restrictive covenants contained in Sections 7 through 9 of this Agreement and (y) Consultant shall remain entitled to prompt indemnification, prompt advancement of legal fees and other expenses, and to directors and officers insurance coverage, with respect to services rendered by him prior to the date hereof, in each case to the maximum extent permitted under any Company Arrangement that applies to directors or officers generally. Consultant acknowledges and agrees that no oral agreement or representations have been made by the Company that are not contained in this Agreement. The parties agree that this Agreement may not be modified, except in writing, and signed by each of the undersigned. If a provision of this Agreement is declared invalid or is unenforceable in any other way, the other provisions shall remain in full force and effect. In such event, the parties shall replace the invalid provision with a valid provision in accordance with the object and the purport of this Agreement, in such manner that the new provision shall reflect the intention of the parties as much as possible. Each party affirms and warrants that it is fully authorized, by any person or body whose authorization is necessary, to enter into and carry out the terms of this Agreement and any Release of Claims.

(b) The parties acknowledge and agree that this Agreement shall be construed and interpreted according to the laws of Virginia without regard to conflict of law principles.

(c) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and signatures to this Agreement, and to the attached Release, may be delivered via facsimile, electronic mail or portable document format (PDF).

IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed as of the date indicated below.

AMIT ZUKERMAN

/s/ Amit Zukerman

Date: May 8, 2019

THE BRINK'S COMPANY

/s/ Douglas A. Pertz

By: Douglas A. Pertz

Its: President and Chief Executive Officer

Date: May 8, 2019

RELEASE OF CLAIMS

This Release of Claims is made by and among Amit Zukerman (the “Consultant”) and The Brink’s Company (the “Company”), as of May [●], 2019 (the “Release Date”) in connection with the Consulting Agreement by and between Consultant and the Company dated as of May 8, 2019 (the “Agreement”). Capitalized terms used but not defined in this Release of Claims shall have the meaning ascribed to them in the Agreement.

1. In consideration of the payments and benefits provided by the Company pursuant to the Agreement, Consultant, being of lawful age, on his behalf and on behalf of his heirs, legal representatives, agents, successors and assigns, hereby irrevocably and unconditionally agrees to release and forever discharge the Company, its parent, subsidiaries and affiliates, divisions, successors, assigns, health and retirement plans (and the fiduciaries and service providers to such plans) and its and their respective current and former directors, officers, shareholders, employees, agents and representatives (collectively, the “Releasees”) of and from, any and all claims, actions, demands and liabilities of whatever nature, kind or character, asserted or unasserted, known or unknown (collectively, “Claims”), which Consultant has or may have against the Company or any of the Releasees through the Release Date, including but not limited to, claims arising out of, related to, or in any way connected with Consultant’s employment by, and director and/or officer positions with, the Company or any of the Releasees, or from Consultant’s termination of employment with, or arising from the conduct, acts or omissions of, the Company or any Releasee or its or their agents or employees, or arising from any other transactions, agreements (including, but not limited to, the Change in Control Agreement between Consultant and the Company that is currently in effect), occurrences, acts or omissions, or any loss, damage or injury, known or unknown, resulting from any act or omission by or on the part of the Company or any of the Releasees or its or their agents or employees. This includes, but is not limited to, any claims for liability, wages (including but not limited to any payments, wages, benefits, notice period payments, severance or compensation of any kind under Title 40.1 of the Code of Virginia, as amended, or the Swiss Code of Obligations (OR), the loss of emoluments and equity, such as but not limited to incentive compensation, bonuses (including but not limited to any bonus under the Key Employees Incentive Plan) and/or any and all other emoluments, severance under the Company’s Severance Pay Plan or other payments (beyond those due under the Agreement), demands, losses, expenses, suits, fringe benefits, health insurance, costs, attorney’s fees, actions or causes of action based on any federal, state or local statute, law, ordinance or regulation of the United States or other jurisdictions (including Switzerland) in which the Releasees operate or the common law of Virginia or any other state or country (collectively, the “Statutes”), but specifically excludes Claims that arise under, or are preserved by, this Release of Claims or the Agreement. Consultant further states that he is unaware of any facts or circumstances that would give rise to liability against the Releasees under any Statutes, including without limitation any foreign, federal, state or local whistleblower statute, that he has not disclosed to the Company. Finally, Consultant agrees and represents that he has not filed in any foreign, state, federal, or local court or with any foreign, state, federal or other governmental agency or entity or any administrative tribunal, or any arbitration forum, any claim or complaint, of whatever kind or nature, that is released under this Release of Claims, whether in Consultant’s own capacity or as a member of a class or otherwise based upon any rights, privileges, entitlements or benefits arising out of or related to Consultant’s employment with the Company, and that any remedies for

such claims or complaints Consultant might have standing to assert are released by this Release of Claims. The foregoing shall not affect (x) Consultant's right to obtain whatever benefits Consultant is entitled to receive from the Company's health and retirement plans as of the Release Date or (y) any rights to salary, and other payments or benefits, that have accrued as of the Release Date but have not yet been paid/provided. The language of this Release of Claims shall not affect any right to indemnification, or advancement of legal expenses, that Consultant may have.

2. Consultant agrees he shall at all times, and from time to time, take all reasonable actions and, provide all information and support, reasonably requested by the Company to assist the Company, its affiliates, successors and assigns (including its counsel) in maintaining, contesting, defending against or settling any action, suit, proceeding, hearing, investigation, charge, complaint, claim or demand. Consultant further agrees that, other than pursuant to valid subpoena, process, or court order commanding attendance or testimony, Consultant shall not: (a) assist any other person or entity in any judicial, administrative, arbitral or other proceedings that in any way involve or relate to Consultant's employment with the Company, or (b) voluntarily participate or assist in any such litigation or proceeding of any nature brought by or on behalf of any present or previous employee or agent of the Company, unless requested by the Company, or except as may be required by law. Should Consultant file any claim or complaint against the Company or any of the Releasees in any court or with any governmental agency or entity or any administrative tribunal, or any arbitration forum, Consultant acknowledges that Consultant has irrevocably waived any right to recovery against the Company or any of the Releasees in connection with such claims or activities. In the event Consultant is commanded to attend any proceedings or provide testimony within the meaning of this Section, Consultant agrees to provide notice of such attendance or testimony to counsel for the Company, in writing, ten (10) days prior to such attendance or testimony, or the amount of prior notice of such attendance or testimony that Consultant received, whichever is less.

3. Notwithstanding anything in this Release of Claims or the Agreement to the contrary, nothing in or about this Release of Claims prohibits Consultant from: (i) filing and, as provided for under Section 21F, maintaining the confidentiality of a claim with the SEC, (ii) providing Confidential Information to the SEC, or providing the SEC with information that would otherwise violate Sections 8 or 9 of the Agreement, to the extent permitted by Section 21F, (iii) cooperating, participating or assisting in an SEC investigation or proceeding without notifying the Company, (iv) receiving a monetary award as set forth in Section 21F, or (v) enforcing any rights arising under, or preserved by, this Release of Claims or the Agreement.

4. By signing this Release of Claims, Consultant understands and agrees that his release of claims is completely voluntary. Consultant does not waive any rights or claims that may arise after the Release Date. Consultant has the right to consult with an attorney at his own expense regarding the terms of the Agreement and this Release of Claims, and Company urges Consultant to do so.

5. The parties agree that this Release of Claims may not be modified, except in writing, and signed by each of the undersigned. If a provision of this Release of Claims is declared invalid or is unenforceable in any other way, the other provisions shall remain in full force and effect. In such event, the parties shall replace the invalid provision with a valid provision in accordance with

the object and the purport of this Release of Claims, in such manner that the new provision shall reflect the intention of the parties as much as possible.

6. The parties acknowledge and agree that this Release of Claims shall be construed and interpreted according to the laws of the State of Virginia without regard to conflict of law principles.

7. This Release of Claims takes effect on the date Consultant signs it and delivers it to the Company. On that date, this Release of Claims becomes fully binding on Consultant and the Company.

8. This Release of Claims may be executed in counterparts, and signatures delivered by facsimile (including, without limitation, by PDF) shall be effective for all purposes.

IN WITNESS WHEREOF, the parties have executed or caused this Release of Claims to be executed as of the dates indicated below.

AMIT ZUKERMAN

Date:

THE BRINK'S COMPANY

By:

Its:

Date:

The Brink's Company
Summary of Amit Zukerman's Outstanding Equity

Grant Date	Award Type	Award Reason	Vesting Terms	Last Vesting Date	Original Shares Granted	Currently Unvested Shares	Exercise Price	Original Vesting Detail
7/28/2016	Stock Options	Promotion	3-Year Cliff From Grant Date	7/28/2019	95,907	95,907	\$32.69	Vests on 7/28/2019 if performance criteria achieved
2/17/2017	Stock Options	Annual	3-Year Cliff From Grant Date	2/17/2020	26,106	26,106	\$52.75	Vests on 2/17/2020 if performance criteria achieved
2/22/2018	Stock Options	Annual	3-Year Cliff From Grant Date	2/22/2021	17,438	17,438	\$73.45	Vests on 2/22/2021 if performance criteria achieved
7/28/2016	Time and Performance-Vested RSUs	Promotion	3-Year Cliff From Grant Date	7/28/2019	19,841	19,841	N/A	Vests on 7/28/2019 if performance criteria achieved
2/17/2017	Time-Vested RSUs	Annual	3-Year Ratable From Grant Date	2/17/2020	6,014	2,004	N/A	Vests in substantially equal installments on 2/17/2018, 2/17/2019 and 2/17/2020
2/22/2018	Time-Vested RSUs	Annual	3-Year Ratable From Grant Date	2/22/2021	4,323	2,882	N/A	Vests in substantially equal installments of 1,441 shares on 2/22/2019, 2/22/2020 and 2/22/2021
2/17/2017	Relative TSR PSUs	Annual	End of 3-Year Performance Period	12/31/2019	4,659	4,659	N/A	Vests in full on 12/31/2019 subject to performance
2/17/2017	Internal Metric PSUs	Annual	End of 3-Year Performance Period	12/31/2019	6,059	6,059	N/A	Vests in full on 12/31/2019 subject to performance
2/22/2018	Relative TSR PSUs	Annual	End of 3-Year Performance Period	12/31/2020	3,953	3,953	N/A	Vests in full on 12/31/2020 subject to performance
2/22/2018	Internal Metric PSUs	Annual	End of 3-Year Performance Period	12/31/2020	4,357	4,357	N/A	Vests in full on 12/31/2020 subject to performance