



MASTER TELESERVICES AGREEMENT

BETWEEN

AMERICAN EXPRESS
TRAVEL RELATED SERVICES COMPANY, INC.

AND

CONVERGYS CUSTOMER MANAGEMENT GROUP INC.

DATED: FEBRUARY 1, 2017

AGREEMENT NUMBER: CW2408047

TEMPLATE VERSION: JULY 2015

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MASTER TELESERVICES AGREEMENT

This Master Teleservices Agreement (“**Agreement**”), Agreement number CW2408047 is made and entered into as of February 1, 2017 (“**Effective Date**”) by and between AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC., a New York corporation, having its principal place of business at American Express Tower, World Financial Center, 200 Vesey Street, New York, New York, 10285, its participating subsidiaries and affiliates (collectively, “**AXP**”) and, CONVERRGYS CUSTOMER MANAGEMENT GROUP, INC., an Ohio corporation, having its principal place of business at 201 East Fourth Street, Cincinnati, Ohio 45201 (“**Provider**”); each hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”. With respect to the Services (as defined below) to be provided to AXP hereunder, AXP shall be deemed to mean “AXP and/or its Affiliates”, as the context requires. The Parties mutually and knowingly enter into this Agreement and upon its Effective Date agree to and do terminate the Master Teleservices Agreement No. CW231716, dated as of August 1, 2011 (“**MTA**”). All Service Agreements entered into pursuant to the MTA and in effect as of the Effective Date, shall remain in effect until the earlier of the expiration or termination of their respective terms or such time as the Parties enter into new Service Agreements which by their terms replace such existing Service Agreements; provided that, as of the Effective Date, such Service Agreements shall be governed by the terms of this Agreement, and references in a Service Agreement to provisions in the MTA shall be construed to refer, *mutatis mutandis*, to the same provision as set forth in the Agreement.

1. Scope of Services:

1.1 Commencing on the Effective Date, Provider shall provide to AXP certain services related to AXP’s business, as such services may be supplemented, enhanced, modified or replaced during the Term of this Agreement (collectively, the “**Services**”). The Services shall be performed in accordance with the terms of this Agreement and pursuant to (i) separate agreements for specific services entered into by AXP, or its respective Affiliates, and Provider (each, a “**Schedule**” and/or “**Work Order**” and/or Statement of Work (“**SOW**”), collectively or individually “**Service Agreement(s)**”) or (ii) Purchase Orders (as defined below). Each fully executed Service Agreement shall form a separate agreement which incorporates by reference this Agreement, provided that the AXP entity entering into the respective Service Agreement shall be solely liable for all of the obligations and liabilities set forth therein. Provider shall directly bill and invoice each such AXP entity and each such AXP entity shall pay for all services or products rendered pursuant to the particular Service Agreement. Provider agrees that each Service Agreement entered into by AXP, or its Affiliates, and Provider, and will be, at a minimum, in the form of a template as prescribed by AXP.

1.2 AXP may also procure Services via an AXP-issued Purchase Order. “**Purchase Order**” or “**PO**” means any supplemental document (physical or electronic) issued by AXP that AXP uses to order Services from Provider. Each fully executed Purchase Order will form a separate agreement which incorporates by reference this Agreement, provided that the AXP entity entering into the respective PO shall be solely liable for all of the obligations and liabilities set forth therein. Purchase Orders may include additional documents attached to the PO (e.g., a description of Services) and made a part of the PO. Upon acceptance of a PO and/or the provision of Services, Provider shall be bound by the terms of this Agreement and the PO.

1.3. The terms “**Statement of Work**”, “**Service Agreement**” or “**SOW**” are used interchangeably with the terms “**Purchase Order**” or “**PO**” throughout the Agreement and shall be construed accordingly. In the event of any inconsistency between this Agreement and any PO, the terms of this Agreement will govern such PO. As used in this Agreement, the term “**Program**” or “**Capability**” means any business activity or product or service for which AXP requests Provider to perform the Services. If the Services or any other activities under this Agreement involve Provider interacting with AXP customers, then Exhibit S (Customer-Facing Requirements) shall apply to Provider.

2. **Term:**

2.1 **Initial Term.** This Agreement shall commence as of the Effective Date and continue in full force and effect for five (5) years from the Effective Date, unless terminated on an earlier date as permitted hereunder (the “**Initial Term**”).

2.2 **Agreement Renewal and Expiration.** AXP may renew this Agreement for two (2) additional one (1) year renewal terms (each one (1) year term a “**Renewal Term**”) upon at least thirty (30) days’ notice to Provider prior to the expiration of the Initial Term or a Renewal Term (“**Renewal Term**”, and together with the Initial Term, the “**Term**”). If AXP elects to renew this Agreement, this Agreement shall renew in accordance with the terms and conditions of the Agreement and Service Agreements including amendments to such agreements thereof. If AXP does not provide Provider with notice pursuant to this Section of its desire to renew this Agreement, this Agreement shall expire accordingly.

2.3 **Service Agreement Term.** The duration of a Service Agreement shall be specified in such Service Agreement (each, a “**Schedule Term**” or “**Work Order Term**”). If the Agreement’s Initial Term or a Renewal term expires or the Agreement is terminated pursuant to Section 3 (Termination) prior to the end of a Service Agreement term, then the term of such Service Agreement shall continue in full force and effect until such Service Agreement expires or is terminated unless the parties, pursuant to mutual agreement, elect to allow the Service Agreements to concurrently expire or terminate with the Agreement.

3. **Termination:**

3.1 **Termination for Convenience.** Notwithstanding any other provision(s) of this Agreement to the contrary, AXP may elect to terminate this Agreement or any Service Agreement for its convenience, without penalty, by giving Provider not less than sixty(60) day’s prior written notice of such election, at which time AXP may invoke its right to the Phase Out Services as specified in Section 29.2.

3.2 **Termination for Cause.** AXP may terminate this Agreement and/or any applicable Service Agreement, in whole or in part (reserving cumulatively all other rights or remedies it may have under this Agreement, any Service Agreement, or at law or in equity) as follows, at which time AXP may invoke its right to the Phase Out Services as specified in Section 29.2 (Phase Out Services): (x) if Provider breaches this Agreement and/or any Service Agreement (i) immediately upon notice if such breach is not capable of being cured within thirty (30) days, or (ii) upon thirty (30) days’ prior notice if such breach is capable of being cured within thirty (30) days (Provider may preclude termination by curing such breach); or (y) immediately upon notice if the Office of the Comptroller of the Currency formally directs AXP or its affiliates to so terminate. If AXP fails to pay any undisputed fees under a particular Service Agreement in accordance with the payment terms of this Agreement, Provider may (reserving cumulatively all other remedies and rights under this Agreement, at law and in equity) terminate the applicable Service Agreement(s) involved by giving thirty (30) days prior notice thereof; provided, however, that any such termination shall not be effective if AXP has cured such failure prior to the expiration of such thirty (30) day period.

3.3 **Service Agreement Right to Terminate.**

3.3.1 **Service Agreement.** Each Service Agreement may include conditions under which a party may terminate the Service Agreement including, as applicable, termination by AXP for Provider’s failure to meet the service level and/or the performance metric terms of the Service Agreement.

3.3.2 **Agreement.** Notwithstanding any other provision herein, and without prejudice to any other remedy available to AXP in law or at equity, AXP may terminate this Agreement and all Service Agreements immediately without obligation or liability of any kind, upon written notice to Provider, in the event of a critical or persistent Performance Metric breach of the Service Agreement, as determined by the Service Agreement.

3.4 Termination for Insolvency. If either Party (i) becomes insolvent, (ii) voluntarily becomes the subject of any insolvency proceeding, whether under the United States Bankruptcy Code or other applicable insolvency law, (iii) involuntarily becomes the subject of any insolvency proceeding, whether under the United States Bankruptcy Code or other applicable insolvency law, that is not dismissed within sixty (60) days, (iv) makes any assignment for the benefit of a Party's creditors, (v) consents to or is subject to the appointment of a receiver, liquidator or trustee of any of a party's assets, (vi) generally fails to pay its obligations as they come due, or (vii) experiences the liquidation, dissolution or winding up of its business (each, an "**Event of Insolvency**"), then the Party affected by any Event of Insolvency must immediately give notice of the Event of Insolvency to the other Party, and the other Party may terminate this Agreement by notice to the affected Party.

3.4 Bankruptcy Code Section 365(n) Applicability. Anything to the contrary contained herein notwithstanding, the parties specifically acknowledge and agree that all licenses granted herein are subject to the Code, and if Provider as a debtor in possession or a trustee in bankruptcy in a case under the Code rejects this Agreement, or any part thereof, AXP may elect to retain its rights under this Agreement as provided in Section 365(n) of the Code, provided AXP complies with the terms of Section 365(n) of the Code.

3.5 Additional Termination Rights of AXP. In the event (a) of a sale or distribution of all or substantially all of the assets of Provider or a sale; (b) of a sale or distribution of a Controlling interest in Provider; (c) another entity that is not an Affiliate of Provider, directly or indirectly, in a single transaction or series of related transactions, acquires control of Provider or all or substantially all of the assets of Provider; or (d) Provider is merged with or into another entity that is not an Affiliate of Provider, then AXP may terminate this Agreement or any Service Agreement by giving Provider at least thirty (30) days prior written notice.

3.6 In the event of any termination hereunder, AXP will pay Provider at the agreed-upon rates for Services performed up to the effective date of termination, subject to a refund of any unearned, prepaid fees, but will not be liable for any other termination-related charges unless otherwise specified in the applicable Service Agreement.

3.7 Effect of Termination. Upon termination or expiration of this Agreement or any Service Agreement for any reason, in addition to the requirements set forth in this Section, each Party shall promptly return to the other Party all Confidential Information of the other Party and AXP Data in its possession or within its custody or control. Provider shall, in accordance with AXP's reasonable requirements, perform testing to establish its ability and efficiency to return AXP Confidential Information and AXP Data upon the termination or expiration of this Agreement or any Service Agreement.

4. Priority.

4.1 Except for the Sections below titled "Subcontractors", "Acceptance", "Migration of Services", "Data and System Security", "Proprietary Rights", "Audit and Examination", "Taxes", "Insurance", "Encryption/Export", "Transition Services", "Reporting and Compliance", "Law and Regulation", "Representations and Warranties", "Indemnification" and "Limitation of Liability", if there is a conflict between the terms and conditions of this Agreement (inclusive of its Exhibits) and the terms and conditions of any Service Agreement, the terms and conditions of the applicable Service Agreement shall govern the provision of the Services involved. In the event of any conflict between a Schedule and Work Order or SOW, the terms and conditions of the Work Order or SOW shall take a higher precedence and govern the Services involved.

5. Third Party Services.

5.1 Notwithstanding the provisions of this Agreement, AXP reserves the right to perform for itself or to have a third party designated by AXP (including any competitor of Provider) perform all or any portion of the Services, as the Services may be supplemented, enhanced, modified or replaced. If AXP exercises its right to either perform itself or have a third party perform any of the Services, Provider shall, using commercially reasonable efforts, cooperate with AXP in good faith and any such third party to the extent reasonably required

by AXP, including by providing: (a) written requirements, standards, procedures and processes for Services operations so that the Services, enhancements or developments may be operated by AXP or its designated third party, (b) assistance and support services to AXP and/or such third party with respect to any new service at rates to be negotiated if and where applicable, and (c) AXP and/or third party access to the Provider Service Location(s) as may be reasonably required in connection with the Services, provided however that with respect to granting access to the Provider Service Location(s) to any third party that Provider identifies as one of its competitors, the parties shall first in good faith discuss any reasonable restrictions or other conditions with respect to such third party access, following which AXP's designated third party will comply with any mutually agreed upon reasonable requirements regarding operations, confidentiality and security. Section 29.1 provides the terms and conditions for Implementation Services. Section 29.2 provides the terms and conditions for Phase Out Services.

6. Help Desk.

6.1 Provider shall provide a Help Desk staffed by qualified Provider personnel who are familiar with the Programs, Infrastructure, Systems and Hardware for which Provider provides the Services to AXP, to respond to inquiries from AXP. Such Help Desk shall be available twenty-four (24) hours per day, seven (7) days per week at the Service Location during servicing hours and on call during off-hours and at all other Provider sites from which all or any part of the Services are performed. Provider shall cause its personnel to respond to any inquiry initiated by AXP no later than fifteen (15) minutes from the time the inquiry was directed by AXP to Provider. Provider shall provide a dedicated toll-free telephone number for AXP's use in contacting the Help Desk at no additional charge to AXP.

7. Web Hosting Services:

7.1 Exhibit M and related attachments, attached hereto, shall be effective as part of, and incorporated into this Agreement where Web Hosting Services are delivered by Provider as the term Web Hosting Services is defined within Exhibit M.

8. Reports.

8.1 On a reasonable basis as requested by AXP, Provider shall, at its expense, provide to AXP (x) access to call center data via Call Management Systems (CMS) switch level, where such data access should be available near real time and (y) written status reports with data fields and frequency to be determined by AXP describing activities, including: (a) systems availability daily reporting of all downtime experienced by Provider's systems, including the cause(s) thereof, (b) other reports including, but not limited to performance, security, regulatory compliance, AXP compliance, quality, etc., (c) if stated in a Service Agreement, Bank Secrecy Act/Anti-Money Laundering and Office of Foreign Assets Control and suspicious activity reports; and (d) Provider shall provide additional documentation and information to verify accuracy, as may be requested by AXP in a form agreed upon by AXP and Provider as set forth in this Agreement, an applicable Service Agreement (collectively, the "**Reports**"). Upon request, Provider will meet with AXP management to review the status of Provider's activities.

8.2 Provider will give AXP prompt written notice of any threat, warning or notice of any claim or action against Provider, or Provider internal discovery which, to Provider's reasonable knowledge, could have a material adverse impact on AXP, including, without limitation: (a) Service or related system interruptions (over and above Force Majeure Events), (b) compliance lapses, enforcement actions, or other regulatory actions, (c) mergers, acquisitions, joint ventures, divestitures, or other business activities that could affect the activities contemplated under this Agreement, (d) unauthorized acts, breaches or threatened breach of the terms and conditions herein; (e) any material change in project, performance, technology or business practice, and (f) any change in reputation, audit, accounting standards, financial, credit, liquidity, insurance, third parties, Subcontractors, staffing or capacity.

8.3 Provider shall provide to AXP immediate access to the Service, associated systems, AXP Work Product and Deliverables, AXP Fixed Assets, AXP Software, AXP Data and Confidential Information, as well as on a weekly basis and following immediate notification in accordance with Section 8.2, written status reports specific to the invocation of Provider's risk management program, process, or other; unless otherwise expressly agreed based upon factors such as conditions, severity, impact and required report frequency.

9. Service Locations:

9.1 Location of Services. The Services shall be performed by Provider at the Provider service location(s) identified in the applicable Service Agreement that has/have been pre-approved by AXP (each, a "**Service Location**"). If Provider wishes to move a Service Location, add an additional Provider facility as a Service Location, and/or migrate the performance of the Services from one Service Location to another, Provider shall do so at its own expense and must obtain AXP's prior written consent. In the event of a Service migration, Provider shall perform all functions and services within its control in such a manner so as to accomplish the migration without causing a material disruption of the Services or of AXP's operations.

9.2 Safety and Security Procedures. Provider shall maintain and enforce at each Service Location safety and security procedures, including security procedures described in Exhibit H (Information Protection Contract Requirements), and safety procedures that are at least equal to industry standard for such Service Location.

10. Work Policy:

10.1 Compliance. Provider's employees, Subcontractors and agents shall observe and comply with AXP's applicable security procedures, rules, regulations, policies, regulatory obligations (as applicable), working hours and holiday schedules. Provider shall use its best efforts to minimize any disruption to AXP's normal business operations at all times. AXP shall only provide working space, resources and materials to Provider if specified in the applicable Service Agreement.

11. Program Management and Personnel:

11.1 Provider is to provide an adequate management team to meet both qualitative and quantitative demands and appoint an individual to be a single point of contact at the program level. This team shall include systems personnel as well as systems development personnel. Unless otherwise specifically set forth in the applicable Service Agreement, Provider shall provide all Program management. For each Service Agreement, if requested by AXP, Provider shall designate a Program Manager to serve as the main contact with AXP and to handle day to day management of the programs. Program Manager ensures the team has adequate resources to meet AXP needs. Provider will ensure that supervisors, managers and directors, as the case may be, are involved in handling customer issues. The scope and conduct of Provider's services under each Schedule Service Agreement must be coordinated with AXP's Program Manager or other representative at all times. Customer Care Professionals ("**CCPs**") are defined as Provider's front line personnel handling customer contacts. Only those CCPs dedicated to AXP programs full time will be assigned to AXP programs. CCPs will not be allowed to work on AXP programs on a shared basis with other clients' programs unless approved in writing by AXP prior to such assignment. Provider shall use its best efforts to ensure the continuity of Provider's employees and/or Subcontractors (as applicable) assigned to perform services or provide deliverables under each Service Agreement. There shall be no charge to AXP for any replacement personnel assigned by Provider unless and until AXP and Provider first agree that each such replacement has the necessary skills and acquired the necessary orientation and background to make a productive contribution.

11.2 Continuity of Provider Personnel. Provider shall use best efforts to ensure the continuity of Provider's personnel assigned to perform the Services. Except for causes beyond the reasonable control of Provider (including employment termination, serious injury or death), Provider warrants and covenants that the Dedicated Provider Personnel shall be dedicated to the Services and shall perform the Services on a full-time basis. For purposes hereof, "**Dedicated Provider Personnel**" shall mean those Provider Personnel specifically set forth in

the applicable Work Order or Statement of Work. Provider shall use its best efforts not to reassign or replace any personnel during their first year of assignment of performing the Services. If a reassignment or replacement is deemed necessary and appropriate and within the reasonable control of Provider, upon no less than ten (10) business days written notice to AXP, Provider shall obtain AXP's advance written approval, such approval not to be unreasonably delayed or withheld. AXP may change its designated Program Manager or relationship leader from time to time upon prior written notice to Provider.

11.3 Unsatisfactory Performance. In the event any of Provider's Personnel at any time during the Term of the Service Agreement are found by AXP, in AXP's sole judgment, to be unsatisfactory in performance of the Services, upon written notice from AXP to Provider, Provider shall remove such person from performing and providing Services and assess in Provider's sole determination, no later than 48 hours, whether such person will no longer be assigned to perform services for AXP and will notify AXP of such decision. Removal by Provider shall be and remain subject to the reassignment and replacement prohibitions specified in Section 11.2 – Continuity of Provider personnel. There shall be no charge to AXP for any replacement personnel assigned by Provider until AXP and Provider agree that each such replacement has the necessary skills and has acquired the necessary orientation and background to make a productive contribution.

11.4 Staffing. Provider warrants and covenants that it shall appropriately staff and allocate its personnel among AXP Programs as necessary to achieve the performance standards and/or business results as specified in the applicable Service Agreement(s). Provider shall ensure that staffing ratios for its essential functions, including Provider's supervisory, systems/business analysts, operations, security, compliance, training, quality, programming functions and volume allocations are maintained to achieve such required business results. AXP reserves the right to review Provider's staffing ratios for purposes of recommending changes relating its performance of the Services and any corresponding corrective action. Notwithstanding the foregoing, any such AXP recommendations and/or corrective action shall not in any way excuse, limit or relieve Provider from any of its responsibilities or obligations under this Agreement or any Service Agreement.

11.5 Personnel Qualifications. Provider shall maintain personnel (a) highly trained and skilled to perform its obligations under the Agreement and (b) possessing at least such qualification, knowledge and experience in the provision of the tasks to which they are assigned as is industry standard. Subject to and in conformity with this Agreement, Provider shall comply with all applicable laws and regulations with respect to the personnel assigned to perform the Services.

11.6 Review of Personnel. In order to ensure that it continues to meet or exceed the performance standards and requirements set forth herein, Provider shall regularly review the performance of its personnel, taking into account any feedback or comments from AXP or any other Provider customers. Provider shall take all necessary actions, as deemed appropriate by Provider, to ensure that Provider continues to perform in accordance with its obligations under this Agreement. Provider shall promptly notify AXP of any employee-related steps taken by Provider to improve or restore the quality of the Services.

11.7 Solicitation of Personnel. Unless otherwise agreed to in writing, neither Party shall solicit the employment of or hire the other Party's personnel who are involved in the performance and/or supervision of any Service Agreement, during the term of such Service Agreement and for a period of 6 months thereafter.

11.8 Non-Disclosure Agreements. Provider shall, in advance, require its personnel, Subcontractors, and Subcontractor's employees assigned to perform the Services to execute a Non-Disclosure and Workstation Rules Agreement in the form set forth in Exhibit A. Upon AXP's request, Provider shall provide AXP with a true copy of each such agreement. Provider further agrees to take any other steps reasonably required or appropriate to ensure compliance with the obligations set forth in this Section 11.8. AXP shall be a third party beneficiary of such agreements.

12. Subcontractors:

12.1 Use of Subcontractors. Provider may subcontract any of its obligations under this Agreement to a third party service provider, supplier or subcontractor (collectively “**Subcontractors**”, also defined as “**Sub-Vendor**” under Exhibit H (IPCR)) provided that: (a) Provider shall remain at all times solely responsible for the acts and omissions of any such Subcontractor and shall retain all such responsibility, obligation and liability under this Agreement as if such subcontracted activities were performed by Provider; (b) Provider has obtained AXP’s prior written consent to each such Subcontractor as to: (a) whether such Subcontractors may be engaged, (b) the obligations and activities of such Subcontractors, and (c) the locations of such Subcontractors, which consent may be granted or withheld for any reason in AXP’s sole discretion; provided, however, that Provider may, in the ordinary course of business and without obtaining AXP’s prior written approval, use third party services or products that are not dedicated to performance hereunder for AXP and that are not a material aspect of such performance; and (d) Provider shall not subcontract any of its obligations hereunder to any AXP Competitor or any affiliate thereof. Notwithstanding the terms of any agreement between Provider and any Subcontractor, nothing in such agreement shall increase the obligations of AXP or lessen or obviate any of the rights and privileges granted to AXP with respect to such items hereunder. In no event shall Provider’s entering into any subcontract result in an increase in agreed upon fees and Provider shall indemnify and hold harmless AXP from any new or increased taxes or other charges associated with any subcontract. No agreement between Provider and any Subcontractor may be used by Provider to: (i) explain or otherwise limit any of the provisions of this Agreement, or (ii) relieve Provider of any of its obligations under this Agreement. Provider, and not AXP, is solely responsible and liable for the compensation of its Subcontractors assigned to perform services hereunder, and payment of worker’s compensation, disability and other income and other similar benefits, unemployment and other similar insurance and for withholding income and other taxes and social security.

12.1.1 For any Subcontractor for which AXP has granted Provider consent, AXP reserves the right to review the terms and conditions (except pricing of a confidential nature) of any executed subcontracting agreement between Provider and such Subcontractor. Any such review shall be for the purpose of assessing AXP’s business and legal risk in connection with such agreement; provided that AXP’s review of such agreement shall not operate as a waiver of any remedy or right AXP may have against Provider or its Subcontractors. Provider is responsible for its Subcontractors’ full and strict compliance with the terms and conditions of this Agreement and all Service Agreement.

12.1.2 Provider shall fully inform and obligate each of its permitted Subcontractors with respect to all of the provisions and requirements of this Agreement and each Service Agreement relating to the work to be performed and/or the services or materials to be furnished under such subcontract. Without limiting the generality of the foregoing, Provider shall not disclose any AXP Confidential Information or AXP Data to any Subcontractor unless and until such Subcontractor has agreed in writing to protect the confidentiality of such AXP Confidential Information and AXP Data in a manner that is no less restrictive than that required of Provider herein, and then only to the extent strictly necessary for such Subcontractor to perform the services subcontracted.

12.1.3 Provider shall require that each Subcontractor assign to Provider all of its right, title and interest in and to all works and other inventions created by each Subcontractor which Provider is obligated to assign to AXP hereunder.

12.1.4 Upon the termination or expiration of this Agreement, Provider shall assign to AXP such of the agreements between Provider and its Subcontractors which relate to this Agreement as may be requested by AXP. Such assignment(s) shall include AXP’s right to enforce all obligations, rights, representations, warranties, covenants and indemnities made by the applicable Subcontractor(s) providing material, products or services to Provider that relate to the Services. Provider shall be responsible and liable for all of its obligations, including payment obligations, for work performed by such Subcontractor(s) prior to such assignment.

12.1.5 Provider shall maintain a commercially reasonable formal written Subcontractor management program to ensure the following: (a) Provider reports to AXP on the compliance of such Subcontractors

with (i) applicable laws, regulations and government-issued rules and guidance, (ii) this Agreement and (iii) any applicable Service Agreement; and (b) Provider performs adequate due diligence, ongoing monitoring and management of such Subcontractors at Provider's expense, including, without limitation, such Subcontractors' financial condition.

12.1.6 Provider shall retain responsibility under this Agreement for subcontracted activities as if such activities were performed by Provider.

12.1.7 Provider shall ensure such Subcontractors comply with this Agreement and Provider shall assume responsibility for such Subcontractors' breach of this Agreement as if such Subcontractors' acts and omissions were Provider's own.

12.1.8 Performance Outside of the United States. Provider's performance under this Agreement in any form shall not occur outside of the United States except as stated in a Service Agreement or as separately approved by AXP's Global Supply Management department per notification to Provider.

12.2 Changes in Subcontractor. Upon AXP's request, Provider shall provide AXP with a list of all Subcontractors and a reasonably detailed description of the services or products provided by such Subcontractors. Provider shall also provide AXP with at least sixty (60) days written notice of any change in a Subcontractor, any material change in the products or services provided by any Subcontractor and any material change to the Services. Provider shall use best efforts to minimize any material change to the Services and shall be solely responsible for reimbursing AXP for any costs incurred by AXP as a result of any change in Subcontractors, notwithstanding any other remedy available to AXP at law or in equity.

13. Background Checks and Drug Screening:

13.1 Provider acknowledges responsibility for the performance of its employees, and its Subcontractors, in furtherance of Services they perform under this Agreement. Provider further agrees to take reasonable preventative steps to ensure that its employees, and its Subcontractors, will not engage in inappropriate conduct while at or on any AXP designated facility. This will include being affected by illegal drugs or alcohol; the use, distribution, sale or possession of illegal drugs or alcohol; the possession of a weapon; harassment, threats or violent behavior.

13.2 The Provider agrees, and shall have its Subcontractors agree, to perform background checks on all of its employees assigned to AXP under this Agreement as permitted by applicable law. The Provider also is responsible for assuring that any Sub-contractors it utilizes to perform work under this Agreement undergo background checks. All of Provider's employees and Subcontractors assigned to perform work for AXP under this Agreement must undergo the following background checks in advance of assignment with AXP (other background check requirements may be specified in Master Exhibit L – Licensing Requirements):

13.2.1 Criminal Check: For U.S. based employees and Subcontractors; Criminal records searches should be conducted in all counties where the individual has resided in the last seven years. To find these counties, Provider must search the credit header using the social security number of at least two credit bureaus. The county searches should include all felony and misdemeanor convictions that exist as far back as the county holds such records (subject to applicable laws) to include pleas of guilty and nolo contendere and pending prosecutions, regardless of whether adjudication has been withheld. For Florida searches, Palm, Broward and Dade counties must all be searched if the individual has lived in any one of the three.

13.2.2 Provider agrees, as part of its background check process to: (1) verify the individual's Social Security Number; (2) screen such employees and Subcontractors against the lists of sanctioned individuals published by the Office of Foreign Asset Control (OFAC), of the United States Department

of Treasury and ensure that no matches exist between such individuals and those identified within the OFAC lists; and (3) verify any claimed licenses or certifications.

13.2.3 Provider agrees that when reviewing criminal conviction records it will conduct an individualized assessment and consider the nature and gravity of the criminal offense(s); the time that has passed since the conviction and/or completion of the sentence; the age at the time of conviction, any rehabilitation efforts and the nature of the job held or sought. If Provider wishes to assign an employee or subcontractor who has a criminal conviction to AXP, it agrees to contact AXP's Director of Security and receive approval prior to assignment. Provider also agrees to contact local AXP Security regarding individuals whose social security numbers cannot be verified and obtain AXP approval prior to assigning them to the AXP account.

13.2.4 For personnel based in countries outside the U.S., Provider will perform and have its Subcontractors perform, background investigations in accordance with Provider's standard background investigation procedures, unless revised or amended by a Local Enabling Agreement.

13.2.5 Drug Screening: Provider agrees to have all of its employees, Subcontractors of Provider and such Subcontractor's employees assigned to AXP tested for the presence of the following substances prior to assignment in accordance with applicable law. The test required under this policy will consist of NIDA 5 Panel: i) Amphetamines, ii) Cocaine, iii) Marijuana, iv) Opiates, and v) Phencyclidine. Provider agrees not to assign to AXP, directly or indirectly (through its agents or subcontractors), those individuals who test positive for controlled substances not lawfully prescribed or for misuse of a lawfully prescribed controlled substance.

13.2.6 AXP reserves the right to audit Provider's, and its subcontractors' performing Services hereunder, background check/drug screening files (including its applicable subcontractors files) and Provider agrees to make these files available to AXP within five (5) business days of AXP's request.

13.2.7 Without AXP's express written consent, Provider may not use any Provider Personnel in the United States pursuant to the B-1 category of visa (or any successor category).

14. Performance Standards:

14.1 Performance Metrics. Provider shall provide the Services for each Program in accordance with the performance standards and requirements set forth in the applicable Service Agreement. Provider's overall performance shall be measured quarterly based on, among other things, the Provider scorecard produced by AXP and based on the metrics established for the required service levels (collectively, "**Performance Metrics**"). Provider shall receive from AXP an overall performance rating which will be computed based on the median scores received by Provider for the various items on the scorecard. If Provider's overall performance rating falls below "Meets Expectations" (as specified in the applicable Service Agreement or Provider scorecard) for any quarter, or as otherwise requested by AXP, Provider shall perform a root-cause analysis as defined in Section 14.6 herein.

14.2 Establishment and Modification of Performance Metrics. For Programs with insufficient data or for new Programs, Performance Metrics shall be specified in the applicable Service Agreement effective after an observation period of a minimum of three (3) months and a maximum period of nine (9) months prior to instituting the program. Such specification shall not preclude AXP from establishing Performance Metrics which have to be met by Provider during the implementation stage of a new Program. If advertising or other promotional activities affect performance temporarily, separate Performance Metrics shall be mutually agreed upon for a specified period during which such advertising or promotions occur. AXP reserves the right to (a) revise and establish mutually agreed upon new Performance Metrics if Provider's performance results in the payment of a bonus for Performance Metrics for three (3) consecutive months or any four (4) months in a six (6) month period, or (b) adjust Performance Metrics to reflect changes in factors affecting performance, including

but not limited to technology, market conditions, product/benefit features and changes in law and regulations, provided that with respect to subsection (b), AXP shall, before implementing any such Performance Metric adjustments, discuss the contemplated adjustments with Provider and permit Provider an opportunity to comment upon such adjustments. AXP agrees to give due consideration to any such Provider comments.

14.3 Performance Metrics During Migration. Provider shall maintain (and improve to the extent contemplated by this Agreement) the Performance Metrics set forth in any Service Agreement during any migration.

14.4 Performance Incentives/Credits. If Provider provides Services which are above or below the applicable Performance Metrics, Provider shall receive performance incentive payments or AXP shall receive performance credits, as applicable, if set forth in the applicable Service Agreement. If Provider provides Services which are below the applicable Performance Metrics, or violates or is not in compliance with any performance standards or requirements, as determined by AXP, in any manner related to this Agreement, AXP shall receive performance credits if set forth in Exhibit J or an applicable Service Agreement. Provider agrees that AXP will remit the award payments to Provider as an entity, and not under any circumstances to any individual, including but not limited to, a Provider director, officer, employee, agent, consultant, representative, or other third party. AXP will make payments in accordance with Section 23 of the Agreement.

14.4.1 Where Provider Maintains Incentive at Corporate Level. Provider agrees to accept incentive payments from AXP as consideration for achieving certain pre-determined performance results or sales or promotional targets for AXP products or services as set forth in a Service Agreement. Provider agrees that it will not redistribute the incentive awards to Provider's director, officer, employee, agent, consultant, representative or other third parties without the prior written consent of AXP. If Provider and AXP agree that Provider will redistribute corporate incentive payments to individual employees, Provider agrees that the provisions in 14.4.2 will apply.

14.4.2 Where Provider Redistributes Incentive(s) to Individual Employees. Provider warrants that the funds received from AXP for this purpose will be used solely to provide incentive awards to individual recipients determined to be eligible pursuant to this Agreement and not for any other purpose and:

14.4.2.1 Application of Eligibility Criteria: Provider agrees that it will in its discretion apply the eligibility criteria as set forth in this Agreement and will have sole control over and responsibility for distribution of incentive awards to eligible individuals. Under no circumstances will AXP be involved in the selection of individual award recipients or distribution of awards to such recipients.

14.4.2.2 No Ability by Recipient to Influence: Provider warrants that no award recipient is or will be in a position to influence the contractual relationship between AXP and Provider or to influence any regulatory or other approvals AXP may seek.

14.5 Capture of Customer Interactions

As further described in Exhibit S (Customer Facing Requirements) Provider shall use commercially reasonable efforts to capture and retain records for all interactions with customers Provider shall monitor its actual performance of the Services against any service levels set forth in a SOW ("**Service Levels**"). Provider shall do so using automated tools that are reasonably capable of measuring the relevant Service Level. Provider shall collect and provide to AXP the data made available by such tools. Provider shall also provide AXP with a set of hard- and soft-copy reports to verify Provider's performance and compliance with the Service Levels. Detailed supporting information for all reports shall be provided to AXP in spreadsheet form, or such other form as reasonably requested by AXP. The Service Levels consist of the following including, but not limited to: digital voice and data recordings from phone calls, and transcriptions from written correspondence such as; faxes,

emails, Live Chat exchanges, instant messages, Short Message Service (“SMS”) exchanges, etc. (all collectively “**Customer Interactions**”).

14.5.1 Digital Voice and Data Recording. Provider shall use commercially reasonable efforts to implement, and shall cause each of its Subcontractors to implement, at its or their expense, in accordance with AXP’s requirements, and pursuant to Section 14.8 herein, 100% digital voice and 100% data recording (i.e. screen capture) for all sales and servicing calls without exception unless otherwise specified in a Service Agreement.

Provider will maintain a digital voice and data recording system reasonably acceptable to AXP. The preferred digital voice and data recording system is Nice Perform at a version level to be determined by AXP during contract negotiation. Provider may be required to procure and install a digital voice and data recording system reasonably acceptable to AXP. AXP acknowledges that the Verint digital voice and data recording system is an acceptable system.

14.5.2 Transcription Retention. Provider shall use commercially reasonable efforts to implement, and shall cause each of its Subcontractors to implement, at its or their expense, in accordance with AXP’s reasonable requirements, systems and/or processes to capture, record, and retain 100% of the transcriptions related to Customer Interactions exchanges, etc. without exception with specific duration to be specified within the applicable Record Retention Schedule.

14.6 Continuous Improvement Program. Provider shall establish and implement a continuous improvement program for quality, cost and delivery of the Services to determine whether such factors are best in class (the “**Continuous Improvement Program**”). Provider, at no cost to AXP, shall develop an analysis of such Continuous Improvement Program results and a plan for reaching any higher level of service or better price performance identified by the Continuous Improvement Program. Provider may be asked to share such plan with AXP upon request.

14.6.1 Automation of Manual Processes. As part of Provider’s Continuous Improvement Program Provider will annually evaluate the possibility of automating Provider’s manual processes at no cost to AXP. Where opportunities to automate are identified, Provider shall outline a plan for achieving this process improvement. Provider and AXP shall meet to discuss the plan, determine if the modification is appropriate, and then identify the best strategy to implement the plan.

14.6.2 Performance Improvement Gain Sharing. The parties agree that if independent or joint actions of either Party cause an increase in Provider personnel productivity and/or quality above the pre-defined levels then such gains in productivity/quality will be shared between the parties as further defined in a Work Order. Such description will include the measurement for the productivity/quality improvement for a specific process including a definition of a sustained improvement, if necessary. The parties agree that to the extent the improvement resulted directly from an investment by either Party, the parties will assess such investment and the opportunity for such investment to be recovered by gains realized by the improvement.

14.7 Root-Cause Analysis and Resolution. Unless otherwise agreed by the Parties, within twenty-four (24) hours of Provider detecting performance below any performance standard or requirement, or AXP providing notice of a performance issue such as (a) Provider’s material failure to provide the Services, or (b) Provider’s repeated failure to provide any of the Services in accordance with the Performance Metrics, Provider shall (i) perform a root-cause analysis to identify the cause of such failure, and (ii) provide AXP with a remedial report detailing the cause of, and procedure for correcting, such failure. As promptly as reasonably possible Provider shall: (A) correct such failure, and (B) provide AXP with reasonable evidence that such failure will not recur. Such efforts shall be subject to, as determined by AXP in its sole discretion, Section 14.4 and/or Section 3.3 herein.

14.8 Monitoring and Call Recording by AXP. Subject to acceptable PCI security processes and standards, AXP shall have the right to remotely monitor, and Provider shall provide to AXP secure access therefore, in accordance with AXP's requirements, all inbound and outbound teleservices calls ("Calls") performed by Provider at any time without notice to Provider and, at AXP's sole discretion, to monitor any Calls at its selection or to roam and acquire the next Call on the vector that is being monitored. AXP shall have the right to record Calls and Provider shall notify its Personnel that AXP may record Calls. AXP shall have the right to monitor AXP Data in any manner determined by AXP to prevent the improper or unauthorized use of AXP Data, and such monitoring may include the use of decoy names and addresses. Provider shall not use any method to detect, alter or eliminate decoy names or information embedded by AXP in AXP Data.

14.8.1 Monitoring and Call Recording of Provider's Subcontractor Employees: Provider acknowledges that AXP shall have the right to remotely monitor and record Calls performed by their Subcontractors in accordance to this Section 14.8. Provider shall ensure that its Subcontractors notify their employees that AXP may record Calls.

15. Acceptance:

15.1 Verification. Each deliverable provided in connection with the Services, including but not limited to software, systems, interfaces, information, data and reports (collectively, "**Deliverables**"), shall be subject to a verification of acceptability by AXP to ensure that such Deliverable satisfies the agreed-upon specifications (the "Specifications"), as well as any representations, warranties and performance standards provided in this Agreement. Unless otherwise specified in the applicable Service Agreement, the acceptability of each Deliverable shall be based on satisfaction or non-satisfaction of such Deliverable with the Specifications ("**Acceptance**"). Provider personnel reasonably required by AXP during Acceptance shall be made available by Provider, at no cost to AXP. If any Deliverable is not acceptable, AXP shall notify Provider and specify its reasons in reasonable detail, and Provider shall, at no additional cost, ensure conformity of such Deliverable to the Specifications. When a Deliverable is acceptable, AXP will promptly notify Provider in writing of Acceptance. If, within five (5) days of AXP's notification (or such other period as set forth in the applicable Service Agreement), any Deliverable or any portion thereof is still not acceptable, AXP shall have the option, in AXP's sole discretion to:

15.1.1 Extend Provider's right to continue attempting to cure the failures for a specified period of time, at no additional cost to AXP; provided that in no event shall such extension exceed a period of ten (10) days for each such extension.

15.1.2 Terminate the applicable Service Agreement, in whole or in part, without obligation or liability of any kind on the part of AXP to Provider for any such terminated portions, whether or not already ordered or performed on AXP's behalf; provided that, without prejudice to any other remedy available to AXP in law or at equity, within ten (10) days after the effective date of such termination, all monies paid by AXP relating to such Service Agreement shall either be returned to AXP or applied as a credit to other work being performed by Provider, at AXP's sole discretion.

15.2 Accuracy of Data and Correction of Errors. Provider shall determine and be responsible for the accuracy and completeness of all data and information submitted by Provider or a Subcontractor to AXP and any errors in and with respect to such data and information. Unless otherwise agreed by the Parties, Provider shall use best efforts to correct, within twenty-four (24) hours after notification, but if not possible shall promptly correct, at no additional cost to AXP, any errors or inaccuracies in the data or information for which Provider is responsible. If Provider requires additional time, AXP must be notified and provide written approval in advance of the due time. If AXP, in its discretion, determines that AXP must handle the correction of such errors or inaccuracies, Provider agrees to reimburse AXP for AXP's reasonable cost of doing so. To the extent that errors arise as a result of data, services or systems provided by AXP, Provider shall resolve such errors at mutually agreed upon rates, unless AXP elects to resolve such errors itself at its sole cost.

15.3 **Remote Testing.** With respect to Deliverable of software or systems, AXP reserves the right to review and perform acceptance testing prior to the commencement of such use. The software or systems provided by Provider for such purposes shall be the same version and release for the systems then in use for performance of the Services. Subject to acceptable PCI security processes and standards, Provider shall provide to AXP the ability to remotely access the testing software or systems to be reviewed and tested at no additional charge to AXP; provided, however, that AXP will pay any telecommunications charges for long distance access.

15.4 **No Deemed Acceptance.** Notwithstanding anything to the contrary in this Section 15 (Acceptance), AXP may pay for a Deliverable before it has been accepted. Any payment made by AXP with regards to any Deliverable shall not be deemed to be acceptance of such Deliverable.

16. Change Control Principles:

16.1 **No Changes Without AXP Approval.** Provider shall not make any of the following changes without first obtaining AXP's written approval, which approval AXP may grant or withhold in its sole discretion: (a) a change adversely affecting the function or performance of, or decreasing to any significant degree, the resource efficiency of the Services, (b) a change increasing AXP's charges or other costs under this Agreement or any Service Agreement, (c) a change that materially and adversely affects AXP and is inconsistent with AXP's specifications, standards or strategic direction, or (d) a change materially impacting the way in which AXP conducts its business or operations. Provider may make temporary changes required by an emergency if Provider is unsuccessful, after using commercially reasonable efforts, in contacting the AXP contact specified in the Service Agreement to obtain approval therefore. Provider shall document and promptly report any such emergency changes to AXP, which changes then shall be subject to AXP's approval in accordance with this Section 16. Prior to materially modifying the Services, Provider shall verify that the proposed modification is consistent with AXP's specifications, standards and strategic direction.

16.2 **Requested Changes.** At any time during the Term, either Party may request changes or enhancements to the Services through a change order proposal substantially similar to the form included in Exhibit O ("**Change Control Request Form**"), and if applicable, include a statement of any additional charges (the "**Additional Charges**") to fulfill the changes (i.e. training hours or programming to be billed at the then current rates). AXP may use the change control process to make modifications to performance metrics and goals, service levels and other operational or process related requirements (i.e. training, hiring requirements or servicing hours) and policies specific to the Services. Upon mutual agreement and execution, the Change Control Request Form shall become a part of the applicable Service Agreements governed by this Agreement. Any additional Deliverables or changes to the Services described in the Change Order Form shall be subject to Section 15 herein (Acceptance). The Change Control Principles of this Section 16 do not apply to changes or enhancements impacting the material terms of the agreement, including but not limited to: rates, terminations, renewals, expiration dates, effective dates and legal terms and conditions.

16.3 **Updates.** Provider shall: (a) provide updates as necessary to maintain at least competitive parity with the Services (including any software or systems provided by Provider hereunder) and similar offerings by Provider or third parties; and (b) promptly notify AXP in writing of any and all updates, and shall promptly, using commercially reasonable efforts, at its expense, to implement into the Services such updates as have been approved in advance by AXP in writing.

17. Crisis Preparedness Program:

17.1 Provider shall take, and shall cause its Subcontractors (as applicable) to take, at its or their expense, all necessary actions within sixty (60) days following the execution of this Agreement to develop, implement, and administer a Crisis Preparedness Program ("**CPP**") for the Services contemplated hereunder at no additional cost to AXP. The requirements for Provider's CPP are included in Exhibit I attached hereto. Provider shall provide to AXP a copy of those portions of its actual CPP that are specific to the AXP Services for each

Provider location involved with the Services contemplated hereunder, including the location(s) of its recovery site(s), annually for each year Provider is performing the Services.

17.2 Provider shall at least once per annum during the Term of this Agreement and subject to final approval of AXP, update and exercise the operability of the CPP in effect, to include any changes in projects, systems, and Provider personnel supporting the Services contemplated hereunder, certify to AXP that the CPP is disseminated to Provider personnel associated with the Services contemplated hereunder and is fully operational, and provide a copy of the actual CPP test results and related documentation. All actions or recommendations resulting from Provider's updating and testing of the CPP shall be actioned and closed by Provider within sixty (60) days of any such exercise.

17.3 Provider shall, immediately provide AXP with notice and ongoing status updates as requested, in the event of an actual or perceived threat, emergency, service disruption and/or disaster, and implement the CPP immediately upon the occurrence of any such event affecting the Services contemplated hereunder.

17.4 Provider shall use best efforts to reinstate the Services contemplated hereunder upon the occurrence of any such event referenced in Section 18.1 herein. If the Services contemplated hereunder are not reinstated in accordance with the established recovery time objectives set forth in the CPP, AXP may terminate this Agreement immediately upon notice to Provider without regard to the termination provisions contained herein.

17.5 If any event referenced in Section 18.1 (Force Majeure) herein causes Provider to allocate limited resources between or among Provider's customers and/or affiliates, AXP shall receive at least the same priority in respect of such allocation as Provider's affiliates and Provider's other preferred commercial customers.

17.6 Provider shall, within the later of five (5) business days of the occurrence of any event referenced in Section 17.3 or Section 18.1 herein, and subsequent to implementation of the CPP, provide to AXP a post-incident report that includes a detailed account of the event, impact assessment, identified process or plan deficiencies and recommendations, action plan with associated activity timelines, etc. unless otherwise approved by AXP. All actions and recommendations relating to Provider's ability to implement the CPP, and to reinstate the Services in accordance with the established recovery time objectives set forth in the CPP, shall be actioned and closed by Provider within thirty (30) days or as mutually agreed upon as soon as possible but in no event later than sixty (60) days following the occurrence of any such event.

17.7 In addition to, and not in lieu of, Section 25 (Audit and Examination) and Section 26 (Record Retention), AXP shall have the right itself or through its agents to audit Provider's and its Subcontractors' (as applicable) actual CPP specific to AXP Services, test results thereof, post-incident reports and relevant records relating to same, and as applicable, Provider shall comply and shall cause its Subcontractors to comply at its or their expense with all reasonable AXP recommendations resulting from any such audit.

18. Force Majeure:

18.1 Except for payment of sums due, neither Party shall be liable to the other Party nor be deemed in default hereunder for any delay, failure in performance, loss or damage due to fire, explosion, power blackout, earthquake, flood, the elements, strike, embargo, labor dispute, civil disorder, riot, act of civil or military authority, act of public enemy, terrorist threat or activity, war (declared or undeclared), act of God, act or omission of carriers or suppliers, restriction of law, regulation, order or other acts of regulatory or governmental agency(ies), interruption or failure of telecommunication or digital transmission link, Internet failure or delay, or any other cause beyond the Party's reasonable control, provided that (i) such delay, failure, loss or damage (a) could not have been avoided by commercially reasonable precautions, and (b) could not have been reasonably circumvented by the non-performing Party through the use of commercially reasonable alternate sources, work-around plans or other means, (ii) such Party promptly notified the other party of the Force Majeure Event where reasonably feasible, (iii) such Party did not contribute in any way to such event, and (iv) such Party continues to

use all commercially reasonable efforts to recommence performance whenever and to whatever extent possible (each, a “**Force Majeure Event**”).

18.2 If the performance of Provider’s services is delayed or impacted by a Force Majeure Event, Provider shall immediately notify AXP of the occurrence of a Force Majeure Event and describe in reasonable written detail its nature. If the performance of Provider’s services is delayed or impacted by a Force Majeure Event which continues for more than five (5) business days, AXP may terminate this Agreement and/or any Service Agreement without obligation or liability of any kind, as of the date specified by AXP in a written notice to Provider; notwithstanding anything to the contrary herein.

18.3 This Section 18 shall not in any way relieve Provider of its responsibilities and obligations relating to the CPP requirements herein. The occurrence of a Force Majeure Event with respect to another customer of Provider shall not constitute a Force Majeure Event under this Agreement. If a Force Majeure Event or a Disaster causes Provider to allocate limited resources between or among Provider customers and Affiliates, AXP shall receive no lower priority than Provider itself or any other customer or affiliate of Provider.

19. Confidentiality:

19.1 Confidential Information. Each Party (the “**Disclosing Party**”) may from time to time during the term of this Agreement disclose to the other Party (the “**Receiving Party**”) certain non-public, commercially proprietary or sensitive information, whether or not designated as “confidential” or “proprietary” or similar designation, that relates to the past, present or future business activities of the Disclosing Party or its subsidiaries or affiliates, or their respective employees, customers or third party suppliers or contractors, including technical, marketing, financial, employee, planning, and other confidential and proprietary information (“**Confidential Information**”).

19.2 Duty of Care. The Receiving Party will hold such Confidential Information in trust and confidence for the Disclosing Party and, except as set forth in this Agreement or as otherwise may be authorized by the Disclosing Party in writing, will not disclose such information to any person, firm or enterprise. The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement, and will treat all Confidential Information of the Disclosing Party with the same degree of care that the Receiving Party treats its own confidential or proprietary information, but in no event less than reasonable care. The Receiving Party may disclose Confidential Information of the Disclosing Party to the Receiving Party’s employees, and to any of the Receiving Party’s contractors who are bound to the Receiving Party by confidentiality obligations substantially equivalent to those set forth in this Section, solely as required in order for the Receiving Party to perform under this Agreement, or in the case of AXP, as and to the extent necessary for the conduct of its business or to the extent necessary for performance of services for AXP. AXP may disclose Provider’s Confidential Information to its professional advisors, and to the employees and contractors of its parent, subsidiaries and affiliates. Except as expressly stated herein, Provider shall not resell, assign, or permit any third party access to AXP Confidential Information, any other AXP data, or AXP systems.

19.3 Exclusions. Information shall not be considered “Confidential Information” to the extent, but only to the extent, that such information: (i) was already known to the Receiving Party free of any restriction at the time it is obtained from the Disclosing Party; (ii) is subsequently learned from an independent third party free of any restrictions and without breach of this Agreement or any other agreements; (iii) is or becomes publicly available through no wrongful act of the Receiving Party; or (iv) is independently developed by the Receiving Party without reference to any Confidential Information.

19.4 Required Disclosures. The Receiving Party may disclose Confidential Information of the Disclosing Party if required to do so under applicable law, rule or order, provided that the Receiving Party, where reasonably practicable and to the extent legally permissible, provides the Disclosing Party with prior written notice of the required disclosure so that the Disclosing Party may seek a protective order or other appropriate remedy, and provided further that the Receiving Party discloses no more Confidential Information of the disclosing Party than is reasonably necessary in order to respond to the required disclosure.

19.5 Breach or Threatened Breach. In the event of a breach or threatened or attempted breach of the Receiving Party's obligations with respect to Confidential Information, the Disclosing Party may have no adequate remedy in damages and, accordingly, may immediately seek injunctive relief against such breach or threatened or attempted breach.

19.6 Return of Confidential Information. Each party may retain copies of the Confidential Information, as applicable, to the extent required to comply with applicable legal and regulatory requirements. Such Confidential Information, as applicable, will remain subject to the terms and conditions herein. Otherwise, at the request and option of the Disclosing Party, or in the event of termination or expiration of this Agreement (or any part thereof), the Receiving Party agrees to promptly: (a) return to the Disclosing Party the Confidential Information (and in the case of AXP as the Disclosing Party, all documentation, information, specifications, and data related to the Agreement, even if not Confidential Information); or (b) destroy or permanently erase on all forms of recordation the Confidential Information and, if requested by the Disclosing Party, acknowledge in writing that all such Confidential Information has been destroyed or permanently erased.

20. Data and System Security:

20.1 Security. Provider shall, and shall cause its Subcontractors and Affiliates, at its or their expense to, establish, maintain and enforce at each Service Location, and all other locations where services relating directly or indirectly to the Services are performed, physical safety and computer system security procedures that are at least (a) equal to industry standards for such types of service locations; and (b) as rigorous as those procedures in effect at the Service Location as of the effective date of this Agreement. Without limiting the generality of the foregoing, Provider shall use its best efforts to secure and defend the Services against "hackers" and others who may seek to breach the security of the Services including unauthorized access to the Service, or unauthorized modifications to the Services, and to immediately rectify any such breaches or modifications; giving immediate express notification to AXP thereof.

20.2 Shared Service Location. If Provider provides the Services to AXP from a location that is shared with one or more third parties, Provider shall develop a security process, subject to AXP's prior written approval, to restrict access in any such shared environment to that portion dedicated to the Services, and only to Provider's Personnel and Subcontractors engaged in performing any services relating to the Services ("**AXP Dedicated Area**"). Provider shall submit to AXP, within twenty-four (24) hours of AXP's request, the physical layout/floor plan applicable to Provider's performance of the Services for each Service Location and the corresponding AXP Dedicated Area, and shall obtain AXP's advance written approval for any subsequent layout/floor plan change to the AXP Dedicated Area. Provider represents, warrants and covenants that all Services at each Service Location will be secure and performed only within the AXP Dedicated Area.

20.3 Information Protection Contract Requirements. Notwithstanding any other provision in this Agreement or any Service Agreement, to the extent the performance of its obligations entail the access to, or use of, Covered Data (as defined in Exhibit H (Information Protection Contract Requirements)), Provider will comply with AXP's Information Protection Contract Requirements as applicable, attached as Exhibit H, as well as any other identified security processes and standards deemed necessary by AXP in its sole discretion (provided however that if any additional processes unique to AXP that materially exceed industry standards and are not otherwise required by applicable law, result in a material increase in the cost to Provider of performing the Services, AXP agrees to reimburse Provider for all such additional costs, subject to the Change Control process) and, to the extent Provider fails to comply with such requirements, Provider shall be subject to the credits outlined in Section 1 of Exhibit J. Provider shall take all necessary steps, at its expense, to retain, maintain and protect against the loss or alteration of all AXP Data provided to Provider or generated by Provider in connection with this Agreement.

20.4 Use, Disclosure, and Security of AXP Data. Notwithstanding anything to the contrary contained in this Agreement and in addition to and not in lieu of any other provisions in this Agreement regarding confidentiality and data security, the following shall apply:

20.4.1 Personally Identifiable Information. “**Personally Identifiable Information**” (“**PII**”) means any and all information regarding the customers, prospective customers or employees (referred to herein as “**Individuals**”) of AXP or any of its Affiliates, including without limitation, the accounts, account numbers, names, addresses, social security numbers or any other PII about such Individuals, or any information derived therefrom. Provider will only use and will cause all Provider employees, agents, Subcontractors and representatives to only use PII for purposes of performing the Services.

20.4.2 AXP Data. AXP Data means any AXP Confidential Information as defined in Section 19 (Confidentiality) and in addition, regardless of whether it constitutes Confidential Information, any Covered Data (as defined in Exhibit H (Information Protection Contract Requirements)) and any Personally Identifiable Information that Provider receives or is allowed access to in connection with this Agreement other than Provider’s Personally Identifiable Information.

20.4.3 Safeguarding PII. Provider agrees to:

20.4.3.1 implement appropriate measures designed to ensure the security and confidentiality of PII;

20.4.3.2 protect PII against any anticipated threats or hazards to the security or integrity of such information;

20.4.3.3 protect against unauthorized access to, or use of, PII that could result in substantial harm or inconvenience to any Individual;

20.4.3.4 cause all Provider agents, representatives, Subcontractors, or any other party to whom Provider may provide access to or disclose PII to implement appropriate measures designed to meet the objectives set forth in this Section 20.4;

20.4.2.5 immediately notify AXP in writing in the event of any unauthorized disclosure of or access to PII, or security breach thereof (such as through loss, or theft of laptop computers, theft of customer data, system security failures, etc.); and

20.4.3.6 provide AXP with copies of audits and test result information sufficient to assure AXP that Provider has implemented information security measures consistent with this Section 20.4.

20.4.4 Data Security Assessments. Prior to being provided access to any AXP PII, Provider shall complete the AXP data security assessment review process, and Provider shall implement system and process improvements identified by such process within a reasonable period of time as mutually agreed upon by Provider and AXP. Provider further agrees that AXP may, through a duly licensed firm designated by AXP, perform on-site and remote evaluations and assessments of Provider’s facilities and systems to determine whether Provider’s measures for safeguarding PII conform to AXP’s then-current Information Protection Contract Requirements.

20.4.5 Information Security Standards Training. Provider shall ensure all Provider employees, agents, Subcontractors and representatives having access to PII receive training with respect to AXP’s Information Security Standards prior to gaining access to PII.

21. Competitive Projects:

21.1 Non-Competition. Provider acknowledges that the Services performed for AXP may relate to past, present or future strategies, plans, business activities, methods, processes and information which afford AXP

certain competitive or strategic advantages. To further ensure the protection of AXP's interests, Provider agrees: (a) during the Term and for a period of one (1) year thereafter, Provider shall not assign or utilize the Dedicated Provider Personnel assigned to perform the Services for AXP to perform services for or in support of any AXP Competitor or a Competitive Service without AXP's prior written consent, which consent may be given or withheld for any reason in AXP's sole discretion, and (b) during the Term and for a period of six months thereafter, Provider shall not assign or utilize any Subcontractors assigned to perform the Services for AXP to perform services for or in support of any AXP Competitor or a Competitive Service without AXP's prior written consent, which consent may be given or withheld for any reason in AXP's sole discretion.

“Competitive Service” is defined as any task or work effort which intent or result is or will be substantially similar to the Services provided under this Agreement or any Service Agreement. If there is any doubt as to whether any person, firm or enterprise is deemed an AXP Competitor or whether any task or work effort is deemed a Competitive Service, Provider shall obtain AXP's approval, which decision shall be deemed final and controlling for all purposes hereunder. In addition, if Provider does provide services for any AXP Competitor or Competitive Service, Provider shall do so in a manner which will avoid any possibility that any proprietary, Confidential Information, or AXP Data will be exposed to or used for the benefit of any such AXP Competitor or Competitive Service.

21.2 Competitive Service. If any Competitive Service is undertaken by Provider, Provider shall conduct such Competitive Service in such a way as to avoid any possibility that the proprietary nature of the Services will be jeopardized. At a minimum, Provider agrees that (a) a separately segregated and designated area within the Service Location shall be utilized for the Services and access to such area shall be limited to AXP personnel and Provider personnel and Subcontractors performing Services solely for AXP; (b) software transferred to Provider by AXP at the time of migration, software specifically developed for any unique aspect of the Services, and/or any Deliverable shall not be utilized for such Competitive Service; and (c) any reports, systems, methods, manuals, procedures, scripts or other writings created in whole or in part by AXP for use in connection with any aspect of the Services shall not be utilized in connection with such Competitive Service.

22. Proprietary Rights:

22.1 AXP's Intellectual Property Rights. **“Intellectual Property”** means any patents, inventions, invention disclosures, Marks (as defined below), trade secrets, know-how, formulae and processes, software programs (except for programs purchased off-the-shelf), proprietary data and databases, copyrights and all other items of intellectual property, whether registered or unregistered, including any rights created by use thereof, all proceeds thereof (such as by way of example, licenses, royalties and proceeds of current infringements), and the right to sue for past, present and future infringements.

22.1.1 All inventions, methods, techniques, works of authorship, computer software, changes to computer software, change documentation, telemarketing scripts, computer screens, reports, data, training materials, curriculum and any other materials made, created, developed, written exclusively for use by AXP, conceived or first reduced to practice in the course of, arising out of, or as a result of Services performed under this Agreement or any Schedule, and related to the financial services industry shall be the sole and exclusive property of AXP (collectively, the **“Work Product”**). All Work Product shall be considered a “work made for hire” (as such phrase is defined in the United States Copyright Act) and shall belong exclusively to AXP, with AXP having the sole right to obtain, hold and renew, in its own name and/or for its own benefit, patents, copyrights, registrations and/or other appropriate protection. To the extent that exclusive title and/or ownership rights in such Work Product may not originally vest in AXP as contemplated hereunder (e.g., may not be deemed works made for hire), Provider hereby agrees, and shall cause its Subcontractors to agree, to irrevocably assign, transfer and convey to AXP all right, title and interest therein. AXP hereby grants Provider a limited, non-exclusive, non-transferable, revocable license, during the Term, to use, reproduce, operate and display the Work Product solely for the purpose of performing its obligations under this Agreement. Provider has caused, and shall in the future cause, each of its Provider personnel to enter into an agreement with Provider that

any Work Product created by such Personnel shall belong to Provider, and that such Personnel shall take all actions necessary to assign to Provider any rights such Personnel may have in such inventions. Provider, its personnel and Subcontractors, shall give AXP, and/or any AXP designee, all reasonable assistance, and execute all documents necessary to assist and/or enable AXP to perfect, preserve, register and/or record its rights in all Work Product.

22.1.2 All inventions, methods, techniques, works of authorship, computer software, changes to computer software, change documentation, telemarketing scripts, computer screens, reports, data, training materials, curriculum and any other materials jointly developed or jointly conceived by AXP and Provider exclusively for use in providing Services to AXP (the "**Developed Materials**") shall be the sole and exclusive property of AXP. Provider shall possess, both during the Term and after termination of this Agreement, a paid-up, royalty-free, world-wide perpetual, non-exclusive right under Developed Materials to practice the methods, techniques, works of authorship and systems involved in or resulting from the performance of the Services but not a right to utilize specific code (either source code or object code) which was both (1) developed for performance of the Services, if any, under this Agreement and (2) paid for by AXP pursuant to the Schedule and/or a Work Order (and provided that Provider may not use code if AXP was not given the option to pay for such code and such code may reasonably be considered to fall within the scope of programming contemplated in the Schedule and/or a Program Work Order).

22.2 Ownership of AXP Data. Provider acknowledges that, as between AXP and Provider (including any Subcontractors of Provider), AXP owns all AXP Data and AXP Confidential Information, in whatever form or format, and Provider hereby waives any interest, title, lien or other right with respect thereto. Any access to AXP Data and AXP Confidential Information by Provider shall be strictly for purposes of performing the Services. Provider shall not, without the express written consent of AXP, which may be withheld in AXP's sole discretion, (a) use AXP Data and AXP Confidential Information other than in connection with providing the Services, (b) disclose, sell, assign, lease or otherwise provide to third parties the AXP Data and AXP Confidential Information or (c) commercially exploit AXP Data or AXP Confidential Information.

22.2.1 As between AXP and Provider (including any Subcontractors of Provider), AXP owns, and has all right, title and interest in and to, all of the following information: (a) the contents of any reports generated for AXP under this Agreement, including all data contained therein; (b) all information based on or utilizing AXP Data; (c) all AXP information, including AXP Data and AXP Confidential Information, contained in Provider databases; and (d) all information relating to AXP and how it conducts its business.

22.2.2 Upon request by AXP at any time, Provider shall: (a) immediately return to AXP, in such format and on the media requested by AXP, all AXP Data and AXP Confidential Information, and/or (b) erase or destroy, under the supervision of AXP, all AXP Data and AXP Confidential Information in Provider's possession or control.

22.3 Ownership of AXP Fixed Assets. Provider acknowledges and agrees that all fixed assets used by Provider in performing the Services, wherever located, which are: (a) procured by AXP, or (b) procured by Provider and for which Provider is reimbursed by AXP ("**AXP Assets**"), are the sole and exclusive property of AXP. Provider itself, and on behalf of its Affiliates, hereby irrevocably assigns to AXP all its and their respective rights, title and interest in and to the AXP Assets. Provider agrees that it shall not encumber or attempt to encumber any AXP Assets and that it shall execute all such documents as may be reasonably necessary to evidence AXP's ownership thereof. Provider further agrees that it shall keep and maintain the AXP Assets in good operating condition, reasonable wear and tear excepted, at a minimum according to any applicable manufacturer's instructions. Provider shall insure, at its expense, all AXP Assets against damage, loss or other perils to the same extent that it insures its own fixed assets. Absent AXP's prior written approval, which may be given or withheld in AXP's discretion, Provider shall not use any AXP Assets to perform services for any of its other customers or for any other purpose not contemplated hereunder. Upon request by AXP at any

time, Provider shall promptly return to AXP all AXP Assets, and the transportation expenses arising in connection with such return shall be allocated as the Parties may then agree.

22.4 Ownership of AXP Software. AXP hereby grants to Provider, solely to provide the Services, a non-exclusive, non-transferable, revocable, limited right to have access to and: (a) operate (i) the AXP proprietary software operated by AXP prior to the Effective Date and (ii) to the extent agreed upon by the Parties, any AXP proprietary software acquired by AXP, or on behalf of AXP, in AXP's name after the Effective Date for use in connection with the Services, including Developed Materials [(i) and (ii) collectively, the "**AXP Proprietary Software**"], (b) operate (i) the software licensed or leased by AXP from a third party which was operated by AXP prior to the Effective Date and (ii) to the extent agreed upon by the Parties, any software (other than Provider Software) licensed or leased by AXP from a third party after the Effective Date [(i) and (ii) collectively, the "**AXP Third Party Software**"] and (c) use any related documentation in AXP's possession on or after the Effective Date [(1), (2) and (3) collectively, the "**AXP Software**"]. Provider shall pay all license and maintenance fees for AXP Third Party Software that Provider elects to use to perform the Services. If Provider desires to use other third party software and AXP insists that Provider use AXP Third Party Software, AXP shall pay the license and maintenance fees for such AXP Third Party Software. Provider may sublicense to Provider's Subcontractors the right to have access to, operate and use the AXP Software to the extent contemplated by this Agreement and as may otherwise be agreed to by the Parties. Upon the expiration or termination of this Agreement for any reason, (x) the rights granted to Provider and its Subcontractors in this Section 22.4 shall immediately revert to AXP and (y) Provider shall (A) deliver to AXP, at no cost to AXP, a current actual copy of all of the AXP Software in the form in use as of the date of such expiration or termination and (B) destroy or erase all other copies of the AXP Software in Provider's or its Subcontractor's possession or control.

22.5 Ownership of Provider Software. All software and related documentation (a) owned by Provider or its Affiliates prior to the Effective Date, or which Provider or its Affiliates acquire ownership of after the Effective Date, which is used in connection with the Services and (b) developed by Provider after the Effective Date which are not Developed materials hereunder [(a) and (b) collectively, the "**Provider Proprietary Software**"] and (2) licensed or leased from a third party by Provider prior to or after the Effective Date which will be used in connection with the Services (the "**Provider Third Party Software**") [(1) and (2) collectively, the "**Provider Software**"] is, or will be, and shall remain, the exclusive property of Provider or its third party licensor(s) and AXP shall have no rights or interests to the Provider Software except as described in this Section 22.5. Provider shall use the Provider Software to provide the Services to AXP during the Term for use in connection with the Services at no additional cost to AXP other than as expressly provided in this Agreement.

22.6 Changes and Upgrades to Software. Except as may be approved in advance in writing by AXP, Provider shall not make any changes or modifications to the AXP Software, the Developed Materials hereunder or the Provider Software (collectively, the "**Software**") that would adversely alter the functionality of the Software, degrade the performance of the Software or affect the day-to-day operations of AXP's business. Provider shall pay the cost of any modification or enhancement to, or substitution for, the AXP Software, the developed materials and any other resources or software used in connection with the Services necessitated by (a) unauthorized changes to the AXP Software or the Developed Materials or (b) changes to the Provider Software (except as AXP may request or as may result from the implementation of a new Service) or the operating environment of the Provider Software.

22.7 Marks. "**Marks**" means all right, title and interest in and to any United States or foreign trademarks, service marks and trade names, including any registration or application for registration of any trademarks and services marks in the United States Patent and Trademark Office or the equivalent thereof in any state of the United States or in any foreign country, as well as any unregistered marks, and any trade dress (including logos, designs, company names, business names, fictitious names and other business identifiers) in the United States or any foreign country. Except as provided in this Section 22, neither Party shall acquire a right to use, and shall not use without the other Party's prior written consent in each instance, the names, characters, artwork, designs, trade names, trademarks or service marks of the other Party in any advertising, client list, publicity, public announcement, press release or promotion, or in any manner tending to imply an endorsement of the other

Party's products or services and shall maintain all copyright, trademark, service mark or other proprietary notice on such Party's products or services and otherwise comply with such Party's reasonable quality control requirements. The restrictions in this Section include, without limitation, disclosures to financial institutions, investors or potential clients.

22.8 Toll-Free Telephone Numbers. All toll-free telephone numbers used in connection with Provider's performance of the Services shall be obtained by AXP and shall be the sole and exclusive property of AXP unless otherwise agreed to in the Service Agreement. Any toll-free telephone number used by Provider in connection with the Services shall not be used for any other purpose without the prior written consent of AXP, which may be given or withheld by AXP for any reason in its sole discretion. Provider hereby irrevocably assigns to AXP all its right, title and interest in and to the property described in this Section 22.8 and shall execute any and all documents necessary to transfer and/or evidence AXP's ownership rights including shared use agreements for the toll-free telephone numbers.

23. Fees and Invoicing:

23.1 Fees for Service. As consideration for Provider's performing the Services in accordance with this Agreement, AXP agrees to pay to Provider the fees set forth in the applicable Service Agreement(s) and/or relevant attachments thereto or otherwise invoiced by Provider in connection therewith (collectively, the "**Fees**").

23.1.1 Detail of Fees. Provider shall provide as appropriate to each responsible AXP contracting entity and by such entity's business unit, with the details of Fees and/or expenses on a form substantially similar in format to Exhibit K, and in accordance with AXP's travel and expense policy, located at the URL address provided herein. Provider shall submit supporting documentation satisfactory to AXP. Except as expressly set forth in this Agreement, any expenses related to the Services are included in the Fees and shall not be reimbursed by AXP unless agreed to by AXP in writing. To access and acknowledge AXP's travel and expense policy on the Internet use the following URL:

<https://www.americanexpress.com/us/content/legal-disclosures/contractor-travel-and-expense-policy.html>

23.1.2 Not to Exceed. Notwithstanding anything to the contrary contained herein, AXP shall not be liable for any charges and/or expenses in connection with any Service Agreement for work performed in excess of the maximum dollar amount, if any, specified therein.

23.1.3 Fee Increases. Except as otherwise set forth in the Services Agreement, Provider shall not increase the Fees during the Term.

23.1.4 Minimums. AXP shall not be obligated to provide any minimum purchase obligation on the part of AXP, minimum volume commitment, minimum amount of Services, or other guarantee of any kind under this Agreement or in any Service Agreement issued hereunder.

23.2 Telecommunications Carrier Charges. With respect to telephone numbers obtained by AXP, telecommunications carrier selection shall be made by AXP in its sole discretion; otherwise, AXP may identify its preferred carrier, in which event Provider shall use reasonable efforts to utilize the carrier identified by AXP. AXP shall provide sufficient prior notice to Provider of AXP's carrier selection (with respect to those telephone numbers obtained by AXP) or carrier preference (with respect to those lines that are not AXP-owned) so as to afford Provider a reasonable period of time to schedule and implement any transitional activities which may be necessary. All invoicing for telecommunication carriers will be billed by the carrier directly to AXP unless otherwise agreed to by both parties in geographic regions where a preferred carrier is not available. Should the Provider elect to use a different carrier than an AXP preferred carrier, all additional features and charges by the carrier for network services (e.g., toll-free service transport, long distance, and all other advanced features) shall

be sent to AXP for payment directly to the carrier unless otherwise agreed to by AXP. Provider shall ensure that AXP has access to the toll free numbers network data on any carrier network. AXP shall have the option, in its sole discretion, to install and own the access circuit(s) between the carrier's point of presence and the location, and to receive and pay directly to the carrier any installation and recurring charges therefore, provided however that subject to pre-approval by AXP, any costs associated with such installation and access, including but not limited to maintenance, shall be borne by AXP.

23.2.1 Provider's Fees shall be exclusive of the cost of telecommunications carrier charges. The cost of any telecommunications equipment installed at the Service Location (e.g., T1/ Private Branch Exchange ("**PBX**") interface cards, Automated Call Distributor ("**ACD**") and call handling programming) shall be borne by Provider, provided however, that it is not replacing or upgrading existing equipment that is required to support an existing service to AXP hereunder, AXP shall reimburse Provider for any costs related thereto, unless otherwise mutually agreed.

23.2.2 Dial Transfer International: The primary medium for dial transfers to US destinations will be via carrier-provided services. AXP will be responsible for bringing all Inbound/Outbound/Local Circuits to Provider's Data Center. Provider will be responsible for taking the calls to the International Call Center locations using compression Technology. Costs associated with transferring a call will be on the carrier invoices to AXP whether billed directly or indirectly to AXP.

23.2.3 Data Exchange/Management/Storage: As and to the extent set forth in the applicable Services Agreement, will include preparation of tapes and handling of tape exchanges and data transmission between AXP and/or AXP designated third parties and Provider, list management (data manipulation, suppression, de-duping, etc.), data storage and retrieval, maintenance of telephone numbers and source code matrix, transmission of manual faxes all at no cost to AXP.

23.3 Performance Incentives/Credits. AXP shall make performance incentive payments to or receive performance credits from Provider as provided in Section 14.4 herein and the applicable Service Agreement. Incentive payment amounts should be added to Provider's monthly invoice and credit amounts should be deducted from such invoice.

23.4 Unused Credits. Any unused credits against future payments issued to AXP by Provider pursuant to this Agreement shall be either credited to the next invoice or paid via check to AXP by Provider within forty-five (45) days of expiration or termination of this Agreement.

23.5 Reserved.

23.6 Payment Terms. AXP shall pay all undisputed Fees set forth in an invoice properly submitted to AXP via the Ariba Network. Unless other payment terms are specified in a Service Agreement, Provider shall invoice AXP monthly in arrears. All invoices, except for amounts disputed by AXP, shall be payable within sixty (60) days of AXP's receipt of the invoice. All payments to Provider shall be made by ACH (Automatic Clearing House). No requests for cash payments shall be accepted. All payments to Provider shall be payable to Provider in the country where it resides or where the work is performed, not to third parties or different countries. Any disputed amounts shall not affect payment of undisputed charges and expenses. Any non-disputed amounts remaining unpaid for more than sixty (60) days shall be subject to interest thereon equal to one percent (1.0%) per month until paid in full.

23.7 Invoices. AXP shall receive from Provider a master invoice on a legal entity basis for each AXP contracting entity and by such entity's business unit on invoices created through the Ariba Supplier Membership Program, an e-commerce tool (the "**Ariba Network**"). At Provider's own expense, Provider shall implement the Ariba Network in connection with this Agreement, and any implementation expenditures related thereto will be borne solely by Provider. AXP disclaims all liability associated with any errors, omissions or system failures that affect incorrect pricing and/or invoicing. Use of the Ariba Network as an invoice mechanism will not

modify or in any way change any of the requirements of this Section 23 or of any invoicing required in this Agreement. Invoices shall contain the applicable AXP contracting entity's business unit name, address and such other identifying information as shall be reasonably requested by AXP. In no event shall AXP be required to pay any invoice that is not received by AXP, unless otherwise agreed by AXP, within the earlier of: (a) six (6) months if in the same calendar year or three (3) months if after the current calendar year, of the completion of the performance of the applicable services or products; or (b) six (6) months if in the same calendar year or three (3) months if after the current calendar year, following the date when Provider was first entitled to issue an invoice hereunder.

23.8 Set Off. Upon notice to Provider, AXP shall be entitled to set off any amounts owing to Provider hereunder against any amounts owing to AXP under any other agreement(s) between AXP and Provider or its Affiliates.

23.9 Payment Disputes. AXP shall have sixty (60) days after receipt of each invoice hereunder to dispute such invoice, or any portion thereof, and withhold payment of that portion of any charges that AXP disputes in good faith, without such act constituting any breach of this Agreement or which shall relieve Provider of any of its responsibilities and obligations hereunder.

23.10 Alternative AXP Payment Methods. AXP may periodically review alternative AXP payment methods or technology platforms which have the potential to provide a mutual benefit to AXP and its providers without any impact to the Services or fees under this Agreement. Provider agrees to discuss with AXP such payment alternatives, which AXP may propose from time to time during the term of this Agreement. The current required purchase order platform is Ariba Network. The parties may revise in whole or in part the payment terms in Section 23.6 through a written amendment to this Agreement, signed by both parties.

23.11 Resolution of Customer Complaints. Provider shall, in the invoice for the month in which notice is given to Provider by AXP, reimburse AXP for all verified reasonable and mutually agreed upon fees and expenses incurred by AXP to research, address and resolve any AXP customer escalations or complaints attributable to Provider or its Subcontractors' performance or non-performance. Provider shall be subject to a credit in the amount as mutually agreed upon by the parties or determined by Section 14.4 (Performance Incentives/Credits) or Section 3.3 (Service Agreement Right to Terminate) herein.

23.12 Legal Compliance. Provider shall be responsible and liable for all fines and penalties which may arise from any noncompliance by Provider with applicable laws and regulations in connection with its obligations hereunder. If any changes in law, including, the imposition of any new taxes, materially affects Provider's cost for providing the Services, the Parties shall agree upon an appropriate adjustment of the fees to reflect the impact of such changes. Any such adjustment shall be made only to the extent necessary to reflect the impact of the change in law and shall promptly require a duly executed amendment to this Agreement.

24. Taxes:

24.1 Except to the extent that AXP has provided an exemption certificate, direct pay permit or other such appropriate documentation, Provider shall add to each invoice all applicable sales, use, excise, value-added, gross receipts, services, consumption and other similar transaction taxes (collectively, "**Taxes**"), however designated, that are properly levied by any taxing authority upon the Services and products provided under this Agreement and required by law, excluding, however, taxes based upon Provider's net income and any taxes or amounts in lieu thereof (including Michigan Business Tax, Ohio Commercial Activity Tax, and Washington B&O Taxes) paid or payable by Provider.

24.2 If after the Effective Date of this Agreement, Provider believes that it is required by law to collect any Taxes for which AXP would be responsible for paying pursuant to this Agreement, but which do not apply on the Effective Date, Provider shall notify AXP of such new or additional Taxes. After such notice has been received, if AXP concludes that there is a reasonable basis for not collecting any such Taxes in whole or in part,

and provides in writing such basis together with a request not to collect such Taxes and with an indemnification to Provider for such Taxes, then Provider shall not collect such Taxes. If AXP does not make a request to Provider to not collect tax, Provider shall collect such taxes directly from AXP and remit such Taxes to the appropriate governmental authority and shall provide detailed written documentation to AXP thereof on each invoice. If AXP does not request Provider to collect such Taxes, Provider shall reasonably cooperate with AXP in seeking any refunds of Taxes paid over, as reasonably directed by, and at the expense of, AXP.

24.3 AXP and Provider shall each bear sole responsibility for all taxes, assessments, and other ad valorem levies on each Party's respective owned property, except where provided otherwise in this Agreement.

24.4 Except where Provider acts as a purchasing agent hereunder, Provider shall be financially responsible for, and shall hold AXP harmless from, any sales, use, excise, value-added, services, consumption and other taxes and duties payable by Provider on any and all goods and/or services used or consumed by Provider in providing the Services where the tax is imposed on Provider's acquisition or use of such goods or services and the amount of tax is measured by Provider's costs in acquiring such goods or services. In the event of Provider's under-calculation of any taxes payable by AXP hereunder, AXP shall be responsible for any additional amounts of tax due, except Provider shall be responsible for any applicable interest and penalties payable as a result of Provider's negligence, knowing or intentional disregard of the requirements of applicable law.

24.5 Wherever in this Agreement it is indicated that functions or services are to be performed by Provider for AXP and/or rights are to be granted by Provider to AXP as part of, or in connection with, the Services and/or at no additional charge or cost to AXP, the Parties acknowledge and agree that any such functions, services or rights are de minimis in nature and are not the principal or direct objective of the transactions contemplated by this Agreement.

24.6 AXP and Provider shall cooperate to segregate the charges payable pursuant to this Agreement for each Affiliate into the following separate payment streams for each taxing jurisdiction: (a) those for taxable Services; (b) those for nontaxable Services; (c) those for which a sales, use, value-added, or other similar tax has already been paid; and (d) those for which Provider functions merely as a paying agent for AXP in receiving goods, supplies or services (including leasing and licensing arrangements) that otherwise are nontaxable or have previously been subject to tax. For each listed service and/or product on an invoice, Provider shall separately show any Tax that is being collected. Exhibit F (Taxing Jurisdictions) attached hereto sets forth the state and local jurisdictions with respect to which Provider has nexus and, as of the Effective Date, intends to collect such Taxes.

24.7 Each Party shall reasonably cooperate with the other to determine liability for Taxes accurately, and minimize such liability to the extent legally permissible. Each Party shall provide and make available to the other any resale certificates, information regarding out-of-state sales or use of equipment, materials or services, and any other exemption certificates or information requested by a Party. If AXP exercises its right pursuant to Section 24.2 to not have Taxes collected and if Provider subsequently receives a notice from any taxing authority with respect to an assessment, potential assessment or imposition of any additional Taxes, penalty and interest that relate to the non-collection of tax pursuant to Section 24.2, Provider shall submit such notice to AXP for reimbursement of the additional Taxes, penalty and interest by AXP. AXP shall have the right, at its expense, to contest the imposition of such Taxes. Provider agrees to fully cooperate with AXP in any such contest regarding the imposition of such Taxes.

25. Audit and Examination:

25.1 AXP and its agents, auditors (internal and external), regulators and other representatives as AXP may designate (collectively, “**Auditors**”) shall have the right to inspect, examine and audit the systems, records, data, practices and procedures of Provider (and its subcontractors) that are related to the Services (collectively, “**Audits**”) for any of the following purposes:

- (a) to verify the accuracy of Provider’s invoices;
- (b) to verify compliance with any regulatory requirements applicable to this Agreement;
- (c) as reasonably required to comply with AXP’s “Third Party Lifecycle Management” program (or its successor program); provided, however, that any particular item required to be Audited by such program shall either (i) be generally limited in scope and breadth to be consistent with the documentation already requested from Provider in connection with AXP’s entering into this Agreement or the applicable Service Agreement; or (ii) be reasonably necessary to substantiate Provider’s controls for ensuring compliance by, and the actual compliance by, Provider and AXP with the requirements of Laws or AXP Policies that relate to the Services;
- (d) to verify the integrity of AXP Data and/or Confidential Information and compliance with the data privacy, data protection, confidentiality and security requirements of this Agreement; or
- (e) to verify the audited Party’s compliance with any other provisions of this Agreement.

25.2 Audits will be conducted not more frequently than once annually, during business hours and upon not less than fifteen (15) days’ advance written notice except in the case of Audits by regulators, emergency or security Audits, and Audits investigating claims of illegal behavior. AXP and its Auditors will comply with reasonable security and confidentiality requirements when accessing facilities or other resources owned or controlled by the audited Party. Provider shall maintain policies and procedures which address and facilitate the Auditors’ right to conduct Audits. Provider (and its subcontractors) will cooperate fully with AXP and its Auditors in conducting Audits and provide such assistance as they reasonably require to carry out the Audits, including (subject to Provider’s prior approval) installing and operating appropriate audit software. AXP will use commercially reasonable efforts to have its regulators comply with the foregoing, but their failure to do so will not constitute a breach of this Agreement.

25.3 If any Audit of Provider’s charges determines that Provider has incorrectly invoiced AXP, Provider will issue, on the next invoice submitted to AXP, a credit or debit, as appropriate, to correct the inaccuracy. Audits will be conducted at AXP’s expense; provided, however, if any Audit conducted by AXP under this Agreement reveals an overcharge to AXP in an amount equal to or greater than ten percent (10%) of the aggregate charges paid or payable to Provider for the period covered by such audit, Provider shall reimburse AXP for the reasonable cost of such audit, plus interest on the amount of the overcharge at an interest rate equal to one percent (1.0%) per month.

25.4 Following an Audit, AXP may provide Provider a written report summarizing the Audit’s findings as to any actual or potential errors or problems affecting the Services or AXP Data and/or Confidential Information, violations of this Agreement or other issues pertaining to Provider (or its subcontractors) (each, an “**Audit Finding**”). Within thirty (30) days after receiving a report from AXP containing Audit Findings, Provider will meet with AXP to jointly develop and agree upon an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in such Audit report. AXP may provide relevant information obtained in connection with the Audits, including the Audit Findings, to its Auditors and regulators.

25.5 Provider acknowledges that in connection with AXP’s entering into this Agreement or the applicable Service Agreement, AXP may have, through its “Third Party Lifecycle Management” program (or successor program), requested certain information and materials from Provider for the purposes of performing due diligence on Provider. To the extent AXP executes this Agreement or the applicable Service Agreement prior to receipt of all requested information, then unless the Parties otherwise agree in writing, Provider shall within sixty (60) days of the execution of this Agreement or the applicable Service Agreement, provide all information and materials for which requests are outstanding.

25.6 Additionally, AXP may require Provider to provide reasonable reports in support of Audits on a reasonable basis as requested by AXP. Before Provider destroys or otherwise disposes of such information, AXP shall have the right to request Provider to return such information by giving notice at least sixty (60) days prior to the applicable record retention expiration date, and Provider shall deliver such information to AXP.

26. Record Retention:

Provider, its Subcontractors, and Affiliates shall ensure appropriate procedures are in place to ensure the retention of all records applicable to: (1) this Agreement and (2) the services provided under this Agreement. Appropriate procedures are procedures conforming to then applicable American Express Management Policies (currently AEMP 08) and any other requirements specifically provided in Exhibit P (“Record Retention Schedule”). All such records shall be the property of AXP and said records will be transferred to the custody of AXP at AXP’s sole cost and expense within thirty (30) days of AXP’s demand therefore. These requirements are subject to ongoing validation as deemed appropriate by AXP.

Provider, its Subcontractors, and Affiliates shall have a documented Records Retention Process and shall provide it to AXP within forty-eight (48) hours of AXP’s request. Periodically, AXP will conduct reviews to evaluate Provider’s, its Subcontractors, and Affiliates adherence to Section 26 and/or Exhibit P (“Records Retention Schedule”). Records stored off-site shall only be stored in facilities designed for records storage and that are listed on the AXP approved vendors list. Providers, its Subcontractors, and Affiliates are responsible for the retention of Records pertaining to the subject of a Legal Hold and continuing this retention until the AXP General Counsel’s Office provides written notice that the Legal Hold has been lifted. Legal Holds may also apply to information that falls outside the definition of “Records,” including electronically stored information and documents that may be potentially relevant but do not qualify as Records. Such information must also be retained for the duration of the Legal Hold as determined by the General Counsel’s Office. Unless otherwise instructed in Exhibit P (“Records Retention Schedule”), Provider, its Subcontractors, and Affiliates shall destroy Records upon expiration of the Records Retention Period as specified in Exhibit P and in accordance with Section 3 of Exhibit H. Provider, its Subcontractors, and Affiliates shall destroy Records within no more than thirty (30) days after expiration of the Records Retention Period.

26.1 Administrative/Legal Record Retention Requirements: Provider, its Subcontractors, and Affiliates shall retain any records not listed in Exhibit P that relate to this Agreement or the Services (“**Administrative/Legal Records**”) until the later of: (a) seven (7) years after expiration or termination of this Agreement; (b) all pending matters relating to this Agreement (e.g., disputes) are closed; or (c) any retention requirements under applicable law, regulation, or audit, Provider, its Subcontractors, and Affiliates shall retain and maintain the records, documents, electronic files, and other supporting information required to: (i) address and resolve legal disputes or lawsuits, (ii) comply with any legal, regulatory, or government related reporting or law and (iii) to meet AXP’s audit rights under this Agreement, etc. All administrative and legal records, documents, electronic files, and other information requested by AXP shall be made available to AXP by Provider, its Subcontractors, and Affiliates as quickly as reasonably possible, but in any event within 10 days of AXP’s request, at no additional charge to AXP.

26.2 Operational Record Retention Requirements: In addition to the record retention requirements specified in Section 26.1, Provider shall retain records that are required to manage the Services in accordance with the Agreement and to satisfy legal and regulatory authorities (collectively “**Operational Records**”) as specified in Exhibit P until the later of: (a) the Retention Periods specified in Exhibit P; or (b) the Retention Periods in Section 26.1 (b) or (c), Provider, its Subcontractors, and Affiliates shall retain and maintain Operational Records, documents, electronic files, and other supporting information as specified in Exhibit P to: (i) document the Services activities, and Fees paid or payable by AXP to Provider, its Subcontractors, and Affiliates, (ii) generate any reports related to the Services being provided, and (iii) to meet AXP’s business related audit rights under this Agreement, etc. In the event of a conflict between Retention Period requirements and those specified in Exhibit P, the Retention Periods mandated by any law or regulation shall take precedence.

Provider, its Subcontractors, and Affiliates shall retain Operational Records as specified in Exhibit P (Records Retention Schedule). The manner in which records may be retained include: paper documents, electronic files generated by software, databases or other electronic systems, photographic or copies, micro-process, magnetic, or electronic media, faxes, emails, websites or web based applications, or by any system or process that accurately reproduces an actual Operational Record related to Exhibit P. Provider, its Subcontractors, and Affiliates shall document the process for tracking and retrieving Operational Records and will make the process available to AXP upon request.

AXP may add or modify retention requirements for Operational Records on a periodic basis to comply with compliance and/or regulatory requirements or to coincide with evolving business requirements. AXP will introduce such changes via an amendment to the Agreement or the change control process as specified in Agreement Section 16 "Change Control Principles". All Operational Records, documents, electronic files, and other information requested by AXP shall be made available to AXP by Provider, its Subcontractors, and Affiliates as quickly as reasonably possible, but in any event within 10 days of AXP's request, at no additional charge to AXP.

26.2.1 Incentive Records: Subject to the restrictions set forth in Section 25.2 with respect to frequency, timing and advance notice, during the term of this Agreement and for the period specified in Section 26.1 (Administrative/Legal Record Retention Requirements) thereafter, Provider, its Subcontractors, and Affiliates agree to make available to AXP, as AXP may request from time to time, accurate records relating to the incentive award program executed under this Agreement, including the criteria for achieving the incentives, evidence of achievement of the incentives, receipt of payments, and such other information as may be reasonably requested by AXP.

26.3 Definitions:

Records: Any Administrative/Legal Records and/or Operational Records (singularly or collectively "Records") created or maintained for use at a later time, including paper, microfilm, microfiche, photograph, map, computer disk or tape, software, video, or other recorded information originated or received by the Provider, its Subcontractors, and Affiliates on behalf of AXP in the conduct of its business operations and activities in the process of providing the Services under this Agreement.

Retention Period: The period of time required to retain the Record(s).

Retention Event: The event upon which the Retention Period is calculated. The Retention Event triggers the start of a record's Retention Period.

27. Insurance:

27.1 Provider agrees to provide and to maintain in effect at all times during the Term of this Agreement, at Provider's sole expense, the following minimum insurance coverage:

27.1.1 Workers' Compensation Insurance; covering all Provider employees based in the U.S. in accordance with applicable statutory, federal, and other legal requirements and employers' liability insurance covering all Provider employees based in the U.S. in an amount of not less than \$2,000,000 for bodily injury by accident, \$2,000,000 policy limit for bodily injury by disease, and \$2,000,000 each employee for bodily injury by disease. The Employers' Liability Insurance limits may be met using a combination of primary and umbrella/excess policies.

27.1.2 Workers' Compensation Insurance and/or Employers' Liability Insurance; covering all non-U.S. Provider employees for employment-related injury or illness in accordance with applicable legal and regulatory requirements in the jurisdictions where the Provider's Services are performed.

27.1.3 Commercial General Liability Insurance; written on an occurrence form and including coverage for bodily injury, property damage, products and completed operations, personal injury, advertising injury and contractual liabilities arising out of the Services and/or Deliverables provided by Provider under this Agreement with minimum limits of \$2,000,000 per occurrence and annual aggregate (limits may be met using a combination of primary and umbrella/excess policies). The policy shall include AXP, its parent and subsidiary companies, and their respective directors, officers, employees, agents and affiliates as additional insured for liabilities arising in whole or in part from the acts, omissions or operations of Provider and shall apply as primary to and non-contributory with any insurance maintained by such additional insured as respects such liabilities. The policy shall also include a separation of insureds, severability of interests, or similar clause providing that, except for the limits of insurance and any specific rights or duties assigned to the first named insured, the coverage afforded applies separately to each insured against whom a claim is made or a suit is brought. Products and completed operations insurance shall be maintained for at least three (3) years following the expiration or cancellation of this Agreement, or the completion and acceptance of work provided under this Agreement, whichever is later. For any Providers serving alcoholic beverages, policy must include liquor liability coverage.

27.1.4 Commercial Automobile Liability Insurance; providing coverage for owned, hired, and non-owned motor vehicles used in connection with this Agreement in an amount of not less than \$2,000,000 per accident combined single limit for bodily injury and property damage (limits may be met using a combination of primary and umbrella/excess policies). If Provider will have third party vehicles in its care, custody, or control, the policy shall include garage keepers' liability coverage. The policy shall include AXP, its parent and subsidiary companies, and their respective directors, officers, employees, agents and affiliates as additional insured for liabilities arising in whole or in part from the acts, omissions or operations of Provider and shall apply as primary to and non-contributory with any insurance maintained by such additional insured as respects such liabilities. The policy shall also include a separation of insureds, severability of interests, or similar clause providing that, except for the limits of insurance, the coverage afforded applies separately to each insured against whom a claim or suit is brought.

If Provider will be providing IT-related Services or will have access to customer, employee, or third party personal identifiable confidential information (e.g. social security number, drivers license number, etc.):

27.1.5 Technology Errors and Omissions Insurance; coverage of not less than \$10,000,000 each claim and annual aggregate for liabilities arising out the Provider's acts, errors, or omissions while performing or failing to perform its professional Services provided under this Agreement, and including coverage for the following: i) network security and privacy liability, including coverage for theft, unauthorized disclosure, alteration, corruption, destruction or deletion of information stored or processed on a computer system, the failure to prevent the transmission of malicious code, and remediation expenses; and ii) libel; slander; defamation; infringement of copyright, trademark, and trade dress; and invasion of privacy. This coverage shall be part of Provider's Errors and Omissions.

If Provider will be providing advertising or travel agency Services:

27.1.6 Professional Liability Insurance; coverage of not less than \$10,000,000 each claim and annual aggregate for liabilities arising out of the acts, errors, or omissions of Provider while performing or failing to perform its professional Services provided under this Agreement. The policy shall include AXP, its parent and subsidiary companies, and their respective directors, officers, employees, agents and affiliates as additional insured for liabilities arising in whole or in part from the acts, omissions or operations of Provider and shall apply as primary to and non-contributory with any insurance maintained by such additional insured as respects such liabilities. The policy shall also include cross liability coverage for claims that may be brought against Provider by such additional insured.

If Provider will be providing medical services:

27.1.7 Medical Malpractice Insurance; coverage of not less than \$10,000,000 each claim and annual aggregate for liabilities arising out of the acts, errors, or omissions of Provider while performing or failing to perform medical Services provided under this Agreement. The policy shall include AXP, its parent and subsidiary companies, and their respective directors, officers, employees, agents and affiliates as additional insured for liabilities arising in whole or in part from the acts, omissions or operations of Provider and shall apply as primary to and non-contributory with any insurance maintained by such additional insured as respects such liabilities. The policy shall also include cross liability coverage for claims that may be brought against Provider by such additional insured.

27.1.8 Professional Liability / Errors and Omissions Insurance; coverage of not less than \$10,000,000 each claim and annual aggregate for liabilities arising out of the acts, errors, or omissions of Provider while performing or failing to perform its professional Services provided under this Agreement.

27.1.9 Commercial Crime Insurance; including coverage for loss or damage resulting from theft committed by the Provider's employees, acting alone or in collusion with others, unless in collusion with AXP employees, and coverage for computer crime, with a minimum per event and annual aggregate limit of \$10,000,000. The policy shall provide coverage for direct loss of money, securities or property sustained by AXP resulting from theft or forgery committed by an employee of Provider not in collusion with AXP's employees.

27.1.10 All-Risk Property Insurance; covering the Provider's real and personal property on a replacement cost basis.

27.1.11 Umbrella Policy; umbrella liability in an amount not less than \$20,000,000 per occurrence excess of the Employer's Liability, General Liability, and Auto Liability insurance limits required herein.

All insurance policies shall be issued by companies authorized to do business in the jurisdictions where the Services are provided and must be rated A-, VII or better by A.M. Best, or the reasonable equivalent by another reputable rating agency. The Workers' Compensation and/or Employers' Liability, Commercial General Liability and Commercial Automobile Liability policies shall include waivers of subrogation against AXP, its parent and subsidiary companies, and their respective directors, officers, employees, agents and affiliates but only with respect to claims that would arise out of Provider's acts or omissions, unless waivers of subrogation are prohibited by law or commercially unavailable in an applicable jurisdiction. If any of the required policies are written on a claims-made or discovery basis, coverage with respect to this Agreement shall be maintained for a period of at least three (3) years after the expiration or termination of this Agreement.

Upon execution of this Agreement and thereafter upon request from AXP, Provider shall cause its insurers or their authorized agents to provide AXP with current certificates of insurance evidencing the required coverage. If insurance for which certificates or policies have previously been furnished to AXP expires or is modified, replacement certificates evidencing changes must promptly be provided to AXP. Provider agrees to provide client with 30 days' notice of cancellation of any of the required policies unless such policy will be replaced prior to the cancellation date.

Provider shall require that all of its Subcontractors maintain and evidence to Provider their own insurance of such types and in such amounts as are reasonably appropriate for the Services being provided by the Subcontractors.

These insurance requirements shall not in any way limit Provider's indemnity obligations to AXP as set forth elsewhere in this Agreement, nor shall they relieve or decrease the liability of Provider in any way. AXP does not in any way represent that the insurance or limits of insurance specified above are adequate or sufficient to protect the Provider's interests or liabilities. The Provider is responsible, at Provider's sole expense, for providing any additional insurance Provider deems necessary to protect Provider's interests.

28. Encryption / Export:

28.1 Provider Encryption Export. If any of the Services, Deliverables or Work Product (or any component thereof) contains encryption, Provider shall provide AXP with information related to the type of encryption, level of encryption, Commodity Classification, Export License information, Export Control Classification Number and any related information as requested related to any encryption technology utilized hereunder in a format substantially similar to Exhibit N (Product Encryption Information) within each applicable Service Agreement to this Agreement. Provider represents, warrants and covenants that such information is accurate and understands and acknowledges that AXP may submit such information to regulatory, governmental or administrative bodies in the United States or foreign countries.

28.2 Compliance Warranty. Provider represents and warrants that it has complied with, and shall continue to comply with, all applicable laws, and regulations and government-issued rules and guidance of the United States and/or any foreign countries with respect to the exportation, or importation and/or use of the deliverables, any modifications, enhancements, Products and/or Updates thereto, and any technical data derived there from, outside of the United States or into the United States or into another country, including, but not limited, to obtaining any necessary consents and requesting or filing any documents with the Bureau of Industry and Security of the U.S. Department of Commerce, or any successor governing body ("BIS").

28.3 Unless the Parties otherwise agree in writing in an applicable Service Agreement, Provider shall have the responsibility under this Agreement and each Service Agreement, in accordance with applicable regulatory requirements, to obtain approvals, consents, licenses and/or permits required for any export, import and/or use of such Services, Deliverables or Work Product that contain encryption, including, but not limited to, making the appropriate filings with the BIS, and shall be solely responsible for all costs associated therewith. Each Party shall reasonably cooperate with the other in making the appropriate filings with BIS and any applicable foreign authority and shall provide any information, certificates or documents as are required to comply with such regulatory requirements.

28.4 Provider shall defend, indemnify and hold AXP harmless from and against any and all third party claims, judgments, costs, awards, expenses (including reasonable attorneys' fees) and liability of any kind arising out of Provider's non-compliance with applicable governmental regulations, statute, decree, or other obligation with respect to the exportation of the Services, Deliverables or Work Product that contain encryption (and/or any encryption contained therein) outside of the United States or importation into the United States or into another country; provided, AXP shall (a) provide Provider with written notice of any such claim or issue, (b) have sole control of selecting legal counsel and any defense proceedings and (c) conduct the defense of any such claim or action, consistent with Provider's rights hereunder, and Provider shall be responsible for all associated expenses, including but not limited to legal fees and such expenditures shall be disbursed within thirty (30) days of AXP providing Provider with an expenditures invoice. AXP reserves the right to offset any expenses against any fees due to Provider. Provider may participate in any such defense or negotiations to protect its interests.

29. Implementation and Phase Out Services:

29.1 Implementation Services:

29.1.1 Implementation Services/Plan. Provider shall promptly provide to AXP, using commercially reasonable efforts, implementation services for transferring the Services for any Program to one or more Service Locations

without causing a material disruption of AXP's operations (collectively, "**Implementation Services**"). If Implementation Services are required of Provider by AXP, Provider shall develop and detail in a plan the implementation requirements, timetables and/or other information necessary for performance of all functions and Services to accomplish the Implementation Services in accordance with the implementation requirements set forth in the applicable Service Agreement ("**Implementation Plan**"). The Implementation Plan shall specify, as applicable, finite milestones and objective criteria for determining if and when Provider has satisfied each such milestone. Provider shall consult with AXP on a regular basis, or as otherwise requested by AXP, to review the status and execution of the Implementation Plan. Provider shall be responsible for satisfying the testing and other criteria set forth in the Implementation Plan. The new Service Location(s) must comply with all requirements in the Agreement, IPCR (Exhibit H), Supplemental Technology Requirements for Third Party Provider Service Agreements (Exhibit H, Attachment H-1), and the Service Agreement.

29.1.2 **Implementation Plan Delay.** If the Implementation Plan for any Program is extended for more than thirty (30) days as a result of delays attributable solely to Provider or a Provider Subcontractor, unless otherwise agreed upon by the Parties, AXP shall pay the Implementation costs, if any, specified in the Implementation Plan and Provider shall pay to AXP an amount equal to the costs incurred by AXP as a result of the extension of the Implementation Plan in accordance with this Section 29.1, including payment of occupancy expenses at the current AXP operating centers, as applicable, and such other costs retained by AXP that would have otherwise been reduced or eliminated if the Implementation had occurred as scheduled.

29.1.3 **Implementation Completion.** Subject to satisfaction of any duties of AXP set forth in the Implementation Plan, Provider shall complete the Implementation Services no later than the completion date specified in the Implementation Plan ("**Implementation Completion Date**").

29.1.4 **Implementation Termination.** AXP may terminate the applicable Service Agreement without regard to Section 2 (Term) and without prejudice to any other remedy available to AXP in law or at equity, and pursuant to Section 29.2 (Phase Out Services), if: (a) the Services are not being migrated by Provider in accordance with the Implementation Plan, or (b) the Services are not migrated by the Implementation Completion Date due, in respect of (a) or (b) above, to the acts or omissions solely attributable to Provider.

29.2 Phase Out Services

29.2.1 **Service Continuation.** Upon the termination or expiration of this Agreement, or an Service Agreement either partially or completely and for any reason, Provider shall continue to provide the Services to AXP for a period specified by AXP not to exceed six (6) months following the termination or expiration effective date ("**Service Continuation Period**"); in accordance with the terms, conditions, requirements, service levels, quality, performance standards, and Fees in effect under this Agreement and an Service Agreement immediately prior to such termination or expiration effective date; in order to facilitate transfer of the services to AXP or another provider designated by AXP.

29.2.2 **Transition Services.** Provider shall reasonably cooperate with AXP or another provider designated by AXP during the Service Continuation Period ("**Transition Services**").

29.2.2.1 **Reasonable Cooperation.** At no cost to AXP Provider shall provide, reasonable technical, operational and training support required to complete the Transition Services in an organized and orderly fashion, and without interruption of the Services, including assistance with porting data, revising interfaces and training AXP and/or any third party designated by AXP to conduct the Services ("**Reasonable Cooperation**"). Reasonable Cooperation shall also include: (a) assisting AXP in obtaining licenses for third party software which Provider uses in its provision of the Services and (b) if leased or licensed by Provider, using reasonable commercial efforts to assist AXP in obtaining the rights to use such software and/or equipment from third parties.

29.2.2.2 AXP Incurred Costs. If AXP terminates this Agreement or an Service Agreement for cause, Provider shall reimburse AXP for its reasonable out-of-pocket expenses incurred in connection with transferring the Services to another Provider or to itself, provided however that subject to AXP's approval, Provider may (a) negotiate transfer expenses on behalf of AXP with another provider to ensure the reasonableness of such expenses, or (b) provide components of any such transfer as mutually agreed by the Parties. In the event of expiration of this Agreement or termination of this Agreement by Provider due to non-payment by AXP, Provider shall be reimbursed by AXP for all Transition Services at Provider's then current rates.

29.2.2.3 Assignment. Upon AXP's invocation of Transition Services and anytime during the Service Continuation Period, in respect of any contracts applicable solely to services being provided to AXP for maintenance, disaster recovery services and other necessary Third Party services being used by Provider to perform the Services as of the expiration or termination, Provider shall use commercially reasonable efforts to transfer or assign such agreements to AXP or its designee, upon mutually acceptable terms and conditions.

29.2.2.4 Provider Incurred Costs. For work efforts required by AXP that extend beyond those defined as Reasonable Cooperation will be discussed and applicable costs reviewed and agreed by the parties prior to the commencement of such work efforts.

29.2.3 Upon expiration of the Service Continuation Period, Provider shall answer questions from AXP regarding the AXP services contemplated hereunder on an "as needed" basis for a period not to exceed 90 days, at Provider's then standard billing rates. In accordance with Section 2.4 (AXP Data & Information Retention) of Exhibit H-1 Provider will deliver to AXP any remaining AXP-owned property, AXP Data and Confidential Information, reports, documentation and/or equipment still in Provider's possession.

29.2.4 Without limiting the generality of the foregoing, AXP shall prepare and deliver to Provider prior to the termination or expiration effective date, a transition plan setting forth the Transition Services required during the Service Continuation Period.

30. Compliance

30.1. Resolution of Customer Complaints. Provider shall follow the requirements contained in Section 2 of Exhibit S (Customer Facing Requirements) related to customer complaints. Any complaints related to sales falsification, potential discrimination or system issues will be immediately escalated to the point of contact at AXP to handle such complaints.

30.2 AXP Policy and Procedural Compliance.

30.2.1 Policy Compliance. Provider shall comply, and shall ensure its Personnel, Subcontractors and Affiliates comply, with all applicable AXP policies and procedures in effect from time to time, and as amended from time to time including, but not limited to those in the "AXP Policy Pack" (and provided separately to Provider), which are hereby incorporated by reference, as may be modified from time to time in AXP's discretion and the Compliance with Prohibition of Bribery Law and Regulations attached hereto as Exhibit Q and incorporated herein by reference subject, however, to the requirement that AXP, prior to requiring compliance, deliver to Provider all such policies and procedures and afford Provider with adequate time to review same. In the event any amendment of such policy and procedures would result in a material increase in Provider's costs, allocation of the costs shall be set forth in accordance with the Change Control process. Provider shall provide, and shall cause each of its Subcontractors and Affiliates to provide, to AXP, promptly upon AXP's request, all operational policies and procedures relating directly or indirectly to the performance of the Services hereunder, including fraud and loss prevention, whistleblower, etc. If Provider is not in compliance with or violates AXP's policies or

procedures, which may be amended from time to time, including strict compliance with AXP's Telemarketing Policy (Exhibit G), Provider shall, at its expense, take all necessary corrective actions to comply therewith, and shall cause each of its Subcontractors to take all necessary actions to comply therewith, at its or their expense. Any such non-compliance or violation shall be subject to, as may be determined by AXP in its sole discretion a credit in the amount determined by AXP or Section 14.4 or Section 3.3 herein. AXP will review the AXP Telemarketing Policies annually and update them as necessary.

30.2.2 Corrective Action Plan ("CAP"). CAP is a process to address and correct an exception, weakness or deficiency identified in a customer account or group of accounts, policy, procedure, process, or control, or within training materials. The term generally means to eliminate future harm to a customer and to address the "root cause."

AXP's Corrective Action and Remediation Policy and Compliance Risk Management Programs, which is the basis of the CAP process, apply to all Providers.

Providers are subject to the following requirements:

- i) Immediately upon identification of an issue Provider must stop any customer impacts associated with the issue(s).
- ii) Upon identification of an issue, Provider must immediately notify the AXP business contact via phone and email.
- iii) Provider must provide to AXP within twenty-four (24) hours of identifying an issue a root cause analysis report in accordance with Section 14.9 Root-Cause Analysis and Resolution of the Agreement.
- iv) Provider must support AXP with Provider related remediation plan activities to address customer impacts and eliminate future harm.

30.2.3 Undeliverable Mail. Provider shall ensure that appropriate procedures are in place to ensure proper handling of undeliverable mail and email in accordance with the applicable American Express Credit Card Add-On Products Undeliverable Mail Procedures set forth in Exhibit T Undeliverable Mail Procedures as amended from time to time and communicated to Provider [with a commercially reasonable implementation schedule mutually agreed to by the parties]. These requirements are subject to ongoing validation as deemed appropriate by AXP.

30.3 Compliance Monitoring. Provider shall appoint a compliance officer who shall be responsible for compliance training, monitoring and reporting for Provider, its personnel, Subcontractors and Affiliates, in connection with its obligations hereunder, and in accordance with Exhibit D (Compliance Standards).

31. Licenses and Permits:

31.1 In connection with its obligations hereunder, Provider shall be responsible and liable for obtaining all necessary licenses and permits required by law or regulation to perform the Services, and any fees and taxes associated with such licenses and permits.

31.1.1 Insurance Licensing Responsibilities. To the extent that insurance related services are provided, the Parties acknowledge and agree that, as more fully stated in Exhibit L, Provider shall be responsible and liable for obtaining and maintaining all business entity and individual insurance licenses required by law or regulation necessary to perform the services under this Agreement, and any fees and costs associated with such licenses. As may be necessary, Provider will cooperate with AMEX Assurance Company to obtain the necessary licensing appointments in the states where required.

32. Law and Regulation:

32.1 Choice of Law; Venue. This Agreement in all respects shall be governed by and construed in accordance with the substantive laws of the State of New York, without regard to conflict of law principles. Any claim or action brought by one of the Parties hereto in connection with this Agreement shall be brought in the appropriate Federal or State court located in the County of New York, and the Parties hereto irrevocably consent to the exclusive jurisdiction of such court.

32.2 Change in Law. In connection with its obligations hereunder and pursuant to Section 30 (Compliance), Provider shall use commercially reasonable efforts to identify changes in applicable law and regulation that are applicable to Provider or to the Services performed hereunder (“**Provider Laws**”). Provider shall notify AXP of such changes in Provider Laws and shall work with AXP to identify the impact of such changes to its performance of the Services. Provider shall make any resulting modifications to the Services in accordance with such changes in Provider Laws at its own expense. Any such modifications shall be made only to the extent necessary to reflect the impact of the change in law and shall promptly require a duly executed amendment to this Agreement.

33. Representations and Warranties.

33.1 Provider represents, warrants and covenants that (which representations, warrants and covenants shall, for the avoidance of doubt, apply throughout the Term and shall be considered given anew upon the execution of each Service Agreement added after the Execution Date):

33.1.1 Provider has the authority and all necessary rights, licenses and approvals required to enter into this Agreement and each Service Agreement; to perform the Services and provide all materials, information and Deliverables hereunder and thereunder; and that its obligations hereunder and thereunder are not in conflict with any Provider obligations to AXP or any third party;

33.1.2 Provider’s personnel and Subcontractors have the proper skill, training and background necessary to accomplish their assigned tasks;

33.1.3 Provider is an independent contractor, and (i) Provider Personnel are the responsibility of Provider and solely employees or independent contractors of Provider or its Subcontractor; (ii) no Provider Personnel are AXP’s agents or employees for federal, state, or local tax purposes or any other purposes whatsoever; (iii) no Provider Personnel are entitled to any compensation from AXP or to any AXP employee benefits; (iv) Provider will (or, in the case of its Subcontractors, will be responsible for causing the applicable Subcontractor to) withhold and pay all applicable taxes, benefits and insurance with respect to such personnel; (v) Provider will verify and secure the work eligibility of all Provider Personnel (including verifying that Provider Personnel are not registered on any US governmental restricted lists (e.g., BIS, OFAC)); (vi) Provider will be solely responsible for its Subcontractors (including for any claims made by Subcontractors against AXP) and will remain fully responsible at all times for providing the Services; and (vii) Provider will be AXP’s sole point of contact regarding the Services;

33.1.4 All Services and Performance Metrics shall be performed in a competent and professional manner by knowledgeable, trained and qualified personnel, and shall conform to AXP’s requirements hereunder and be no less than equal to industry standards and practices applicable to the performance of such Services;

33.1.5 All work, Deliverables, information, or materials, and the performance of any services by Provider, directly or indirectly (through its Personnel and/or Subcontractors), shall not infringe upon or violate the rights of any third party, and AXP shall receive free and clear title to, with no restriction on its use of, all works, materials, information and Deliverables prepared and/or developed in connection with this Agreement;

33.1.6 AXP shall have the right to use for its own purposes, any ideas, methods, processes, techniques, materials and information provided to or otherwise obtained or learned by AXP as a result of this Agreement or any Service Agreement, without restriction, liability or obligation, except as may be specified herein;

33.1.7 At the time of acceptance, each Deliverable shall conform to its specifications and AXP's requirements and that for ninety (90) days following AXP's acceptance, Provider shall correct and repair, at no cost to AXP, any defect, malfunction or non-conformity that prevents such Deliverable from conforming and performing as warranted;

33.1.8 Provider has complied with, and shall continue to comply with, (a) all applicable domestic and foreign laws and regulations, and government-issued rules and guidance, and (b) self-regulatory standards and shall obtain all applicable rights, permits and licenses in connection with its obligations under this Agreement and the Service Agreements. Without limiting the generality of the foregoing, and by way of example and not limitation, Provider shall comply with, and shall take no action or make any omission that would cause AXP to fail to comply with, as applicable, the Equal Credit Opportunity Act (Reg. B), Fair Debt Collection Practices Act (FDCPA), Telephone Consumer Protection Act (TCPA), Truth-in-Lending Act (Reg. Z), Unfair, Deceptive or Abusive Acts or Practices (including without limitation, Reg. AA), Bank Secrecy Act (and associated anti-money laundering duties) or Gramm-Leach-Bliley Act;

33.1.9 Provider shall use best efforts to ensure the accuracy, completeness and timeliness of the Services and Deliverables furnished hereunder and shall be compiled, arranged and distributed as necessary, and to the extent applicable, shall ensure no viruses or similar items ("Bugs") are coded, introduced, incorporated, or bundled in the delivery of, and/or compromises any deliverable furnished hereto, and shall expeditiously incorporate all updates, patches, bug-fixes and required modifications to ensure the Deliverables or Services are not affected by any such Bugs at all times;

33.1.10 To the extent the performance of its obligations entail the use of AXP Data, Provider shall adhere to AXP's Information Protection Contract Requirements, as applicable;

33.1.11 Provider has in place and shall maintain throughout the Term the appropriate technical and security measures to prevent any destruction, loss, alteration, disclosure or access to the AXP Data, except as permitted under this Agreement;

33.1.12 As applicable, Provider's responses to AXP's Request For Proposal ("**Proposal**") shall be accurate when submitted and Provider acknowledges that AXP may rely upon Provider's Proposal when it selects Provider as the provider to perform the Services under this Agreement and any Service Agreement hereunder;

33.1.13 Provider shall not use any cookies, action tags, or any similar technology, whether available now or conceived in the future, used to obtain, track, monitor, implement any form of profiling, or assess information obtained through the use thereof under this Agreement except as expressly set forth herein in order to provide the Services or reports for the Services and to perform any other obligations hereunder;

33.1.14 Provider has not and shall not insert any software or other technology that would have the effect of disabling or otherwise shutting down all or any portion of the Services or voids the technology support contract with a third party; that it, its personnel, Subcontractors and Affiliates are in compliance with, and shall continue to comply with applicable anti-terrorist laws, regulations, and measures including the Denied Persons List published by the Bureau of Industry and Security of the U.S. Department of Commerce, or any successor governing body, the Office of Foreign Assets Control

Specially Designated Nationals and Blocked Persons List (SDN), published by the Department of Treasury or any successor governing body; and the USA Patriot Act of 2001; and

33.15 There is no outstanding litigation, arbitrated matter or other dispute to which Provider is a party which, if decided unfavorably to Provider, would reasonably be expected to have a potential or actual material adverse effect on AXP's or Provider's ability to fulfill its' or their respective obligations under this Agreement.

33.2 EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY OTHER WARRANTY OR REPRESENTATION TO THE OTHER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, COMPLETENESS OR FITNESS FOR A PARTICULAR PURPOSE.

34. Indemnification:

34.1 Indemnification by Provider. Provider shall defend, indemnify and hold harmless AXP, its parent, and its and their respective employees, agents and Affiliates, from and against any and all third party claims, losses, judgments, costs, awards, expenses (including reasonable attorneys' fees, expert witness fees and costs of settlement) and liability of any kind arising out of or relating to any claim by a third party relating to (each, a "**Claim**"): (a) the negligence or wrongful, intentional acts of Provider, its personnel, Subcontractors, agents or representatives; (b) Provider breaches of any procedure, representation, warranty or covenant set forth in this Agreement, any Service Agreement or Exhibit H (the Information Protection Contract Requirements); (c) Provider's breach or violation of (i) Provider's subcontracting arrangements or (ii) AXP's third party agreements; (d) violations by Provider, its personnel or Subcontractors of any governmental law, rule, ordinance, resolution, requirement, mandate or regulation; (e) Provider's failure to comply with Section 30 (Licenses and Permits) or Section 36.16 (Consents, Approvals and Requests) herein; (f) fraud committed on the part of Provider, its Personnel or Subcontractors; (g) actual or alleged infringement or violation of any intellectual property right, including, without limitation, trademarks, service marks, patents, copyrights, misappropriation of trade secrets or any similar proprietary rights, or any violation of any third party rights based upon any Deliverables, information, materials and/or any services furnished to or obtained by AXP or the use thereof by AXP; (h) any loss or misuse of AXP Data and AXP Confidential Information by Provider; and, (i) any amounts, including taxes, interest and penalties, assessed against AXP which are obligations of Provider pursuant to this Agreement or any Service Agreement. Provider shall indemnify AXP from any costs and expenses incurred in connection with the enforcement of this Section 34.1.

34.2 Indemnification by AXP. AXP shall indemnify Provider from, and defend Provider, its parent, and their respective employees, agents and affiliates, from and against any liability or expenses (including reasonable attorney's fees, expert witness fees, expenses and costs of settlement arising out of or relating to any claim by a third party relating to (each a "**Claim**") (1) the negligence or wrongful, intentional acts of AXP, its personnel, subcontractors, agents or representatives, (2) a claim by an AXP customer relating to any defect in any product offered by AXP to its customers, (4) the breach by AXP of any procedures or covenants of AXP set forth in this Agreement, (5) the violation by AXP of any governmental law, rule, ordinance, resolution, or regulation, or (6) actual or alleged infringement of any patent, copyright, intellectual or industrial property right or any other similar right (including, but not limited to, misappropriation of trade secrets). AXP shall indemnify Provider from any costs and expenses incurred in connection with the enforcement of this Section 34.2.

34.3 Notice:

(a) The Party claiming indemnification ("**Indemnitee**") shall: (i) promptly notify the indemnifying Party ("**Indemnitor**") in writing of any Claim or threat, warning or notice of any Claim, it believes to be subject to the indemnity obligation set forth in Section 34, provided that the failure or delay in providing any notice required by this Section 34.3 shall not relieve any obligation or liability of Indemnitor to the extent the Indemnitee is not materially prejudiced thereby; (ii) subject to clause (b) below, relinquish

control of the defense of any such Claim to the Indemnitor, including the selection of legal counsel (“Counsel”); provided, however, that the Indemnitee may participate in such defense or negotiations to protect its interests (and the Indemnitor shall provide the Indemnitee prompt notice of any substantive issues, discussions or filings related to the Claim), and any settlement shall only be for the payment of money by Indemnitor Party and shall not obligate the Indemnitee in any way, including without limitation, to any determination or admission regarding the Indemnitee’s interest (the Indemnitee must consent to any settlement that would require any payment by the Indemnitee or any determination or admission regarding the Indemnitee’s interest); and (iii) the Indemnitee shall reasonably cooperate during defense and settlement efforts. Each Party reserves the right to offset any expenses related to a Claim against any fees due to the other Party.

(b) Notwithstanding anything to the contrary contained herein, Indemnitor agrees that Indemnitee may, at its option which must be elected within 10 business days after the notice required by Section 34.3(i), assume or control the defense and settlement of the Claim to the extent the Claim (i) requires the Indemnitee to admit to breach by either Party of any applicable data privacy or security breach law or regulation, (ii) requires the Indemnitee to make an admission which has the potential to damage the public reputation of the Indemnitee, and/or (iii) require the Indemnitee’s sole reasonable discretion, involve the potential for material regulatory risk for the Indemnitee. Upon assumption or control of the defense of any Claim by Indemnitee, Indemnitor shall use such Counsel selected by Indemnitee after reasonable consultation with Indemnitor regarding Counsel’s likely fees and defense strategies, and shall not knowingly disclose to any claimant the fact that Indemnitee has assumed or is controlling the defense, absent explicit written authorization from Indemnitee or pursuant to a court order or similar legal process with respect to which Indemnitee shall be provided prompt written notice and no less than seven (7) business days to respond to such a disclosure request or obligation. Indemnitor's obligation to pay for Selected Counsel shall continue without regard to whether Indemnitor is a party to any such Claim. Until complete resolution of the Claim, Indemnitor and Indemnitee shall each be responsible for paying 50% of Counsel’s fees and expenses. Indemnitee shall not be entitled to settle any Claim for which it assumed or controlled the defense, unless the settlement amount has been agreed to in advance by Indemnitor, whose agreement shall not be unreasonably withheld.

35. Limitation of Liability.

35.1 NOTWITHSTANDING ANY OTHER PROVISION HEREOF, IN NO EVENT SHALL PROVIDER OR AXP, THEIR RESPECTIVE DIRECT OR INDIRECT SUBSIDIARIES, CONTROLLED AFFILIATES, AGENTS, EMPLOYEES OR REPRESENTATIVES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, NOR FOR ANY LOST PROFITS OR REVENUES, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT.

35.2 EACH PARTY’S LIABILITY FOR ANY DAMAGES, WHETHER BASED ON ACTION OR CLAIM, IN CONTRACT, EQUITY, NEGLIGENCE, TORT OR OTHERWISE, FOR ALL EVENTS, ACTS OR OMISSIONS SHALL BE LIMITED TO THE GREATER OF \$10,000,000 OR THE AGGREGATE FEES FOR THE CONTRACT YEAR IN WHICH THE MATTER GIVING RISE TO SUCH ACTION OR CLAIM OCCURRED.

35.3 THE LIMITATION SET FORTH IN SECTION 35.2 ABOVE WILL NOT APPLY TO:

35.3.1 ANY OBLIGATION OR FAILURE OF EITHER PARTY TO MAKE PAYMENTS DUE UNDER THIS AGREEMENT;

35.3.2 LIABILITY RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR WILLFUL NON-PERFORMANCE OF A PARTY;

35.3.3 ANY BREACH OF ARTICLE 19 OR EXHIBIT H - IPCR;

35.3.4 LIABILITY RESULTING FROM DEATH, BODILY INJURY, OR PROPERTY DAMAGE BY A PARTY; OR

35.3.5 INDEMNIFICATION OBLIGATIONS, INCLUDING BUT NOT LIMITED TO, INFRINGEMENT FOR WHICH A PARTY IS RESPONSIBLE UNDER THIS AGREEMENT.

36. General:

36.1 Relationship of the Parties. Nothing in this Agreement shall be construed to create any franchise, joint venture, trust or commercial partnership or any other partnership relationship for any purpose whatsoever.

36.2 Advertising. AXP shall have the exclusive right to control the procurement, sale and placement of all advertising or any other promotional materials or technologies (conceived now or in the future) relating to the Services and shall be responsible for billing and collection for all such advertising it procures.

36.3 Branding and Press Releases. Pursuant to Section 22.7 (Marks), neither Party shall acquire a right to use, and may not use without the other Party's prior written consent in each instance, the names, characters, artwork, designs, trade names, trademarks or service marks of the other Party in any advertising, publicity, public announcement, marketing, press release, promotion, and/or client list. Written consent by AXP shall only be binding when accompanied by advance written approval from the V.P. of AXP's Public Relations Department.

36.4 Notices. All notices, requests, demands and determinations under this Agreement (other than routine operational communications), shall be in writing and shall be deemed duly given (a) when delivered by hand, (b) on the designated day of delivery after being timely given to an express overnight courier with a reliable system for tracking delivery, (c) when sent by confirmed facsimile or electronic mail with a copy sent by another means specified in this Section, or (d) six (6) days after the day of mailing, when mailed by United States mail, registered or certified mail, return receipt requested and postage prepaid, and addressed as follows:

In the case of AXP:

American Express Travel Related Services Company, Inc.
2401 W. Behrend Drive MC#24-01-15, Suite 55
Phoenix, Arizona 85027
Attn: Global Supply Management

With a copy to:
American Express Travel Related Services Company, Inc.
200 Vesey Street – 49th Floor
New York, NY 10285
Attn: General Counsel's Office
Chief Litigation Counsel

In the case of Provider:

Convergys Customer Management Group Inc.
Attn: American Express Global Account Manager
201 East Fourth Street
Cincinnati, Ohio 45201

With a copy to:

Convergys Customer Management Group Inc.
Attn: Legal Department
201 East Fourth Street
Cincinnati, Ohio 45201

36.5 Severability. If any term, provision or part of this Agreement is to any extent held invalid, void or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be impaired or affected thereby, and each term, provision and part shall continue in full force and effect, and shall be valid and enforceable to the fullest extent permitted by law.

36.6 Survival. Any provision of this Agreement that contemplates performance or observance subsequent to the termination or expiration of this Agreement shall survive termination or expiration of this Agreement and continue in full force and effect.

36.7 Assignment. Neither Party may assign any of its rights or delegate any of its duties under this Agreement or Service Agreement without the prior written consent of the other Party, provided, however, that AXP may assign its rights under this Agreement or the applicable Service Agreement to an entity that is (a) acquiring all or substantially all of AXP's assets and assuming all liability related to such assets, (b) acquiring the division, business unit or operation of AXP which uses the Services and assuming the liabilities of such division, business unit or operation, or (c) any AXP entity if AXP provides Provider with thirty (30) days' notice prior to the effective date of assignment to the extent possible without violating any applicable confidentiality provisions. Additionally, the assignee must agree in writing to the terms and conditions of this Agreement, including all applicable Service Agreements. Any purported assignment in breach of this Section shall be null and void.

36.8 Waiver. The forbearance or failure of either Party to insist upon strict compliance by the other Party with any provisions of this Agreement, whether continuing or not, may not be construed as a waiver of any rights or privileges hereunder. No waiver of any right or privilege of a Party arising from any default or failure hereunder shall affect such Party's rights or privileges in the event of a further default or failure of performance. Without limiting the generality of the foregoing, no information received and learned by AXP in connection with its "Third Party Lifecycle Management Program" (or successor program) shall serve to modify any term of, or waive any right of AXP under, this Agreement, and further, any attestation accepted by AXP in lieu of materials requested by AXP in connection with such program shall not serve to limit AXP's right to require such materials at any time thereafter.

36.9 No Modification. This Agreement may be modified or amended only by a duly authorized written instrument executed by the Parties and with respect to AXP such instrument may only be executed by an Authorized Representative. An "Authorized Representative" for AXP shall be an employee of AXP's Global Supply Management group and any authorization (written or verbal) not approved by said Authorized Representative shall be invalid.

36.10 Include and Including. The words "include" and "including" and the use of examples herein shall not be interpreted as words of limitation and shall be deemed to be immediately followed by the words "without limitation."

36.11 Headings. Headings contained in this Agreement are intended solely for convenience of reference and are not intended to be part of or affect the meaning or interpretation of this Agreement.

36.12 Time is of the Essence. Time is of the essence with respect to Provider's performance of the Services, including providing any Deliverables hereunder.

36.13 Interpretation of Agreement. This Agreement shall be construed and interpreted fairly, in accordance with the plain meaning of its terms, and there shall be no presumption or inference against the Party drafting this Agreement in construing or interpreting the provisions hereof.

36.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission, by e-mail delivery of a ".pdf" format data file, or by other electronic means such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed).

36.15 Third Party Beneficiaries. Unless otherwise specified herein, each Party intends that this Agreement shall not benefit, or create any right or cause of action in or on behalf of, any person or entity other than AXP and Provider.

36.16 Consents, Approvals and Requests. Except as specifically set forth in this Agreement, all consents and approvals to be given by either Party under this Agreement shall not be unreasonably withheld and each Party shall make only reasonable requests under this Agreement.

36.17 Covenant of Further Assurances. AXP and Provider covenant and agree that, subsequent to the execution and delivery of this Agreement and without any additional consideration, each of AXP and Provider shall execute and deliver any further legal instruments and perform any acts which are or may become necessary to effectuate the purposes of this Agreement.

36.18 Enjoyment of Rights. Provider shall do all things necessary or desirable to ensure AXP's rights pursuant to this Agreement are enjoyed by AXP to the fullest extent permitted by law or in equity, including granting access to, and delivery of, the Services, associated systems, AXP Work Product and Deliverables, AXP Assets, AXP Software, AXP Data and Confidential Information.

36.19 Dispute Resolution. Any dispute, controversy or claim, whether based on contract, tort, statute, fraud, misrepresentation or any other legal theory between or among the parties hereto arising out of or relating to this Agreement (including any amendment or modification thereof), or the breach, termination, interpretation, construction, or validity thereof, and any claim for damages or rescission or for fraud in the inducement to enter into this Agreement ("**Dispute**"), shall be resolved in accordance with the procedures described in Exhibit E (Dispute Resolution).

37. Exhibits:

The following Exhibits are attached hereto and incorporated herein by this reference:



<u>Exhibit A</u>	Non-Disclosure and Work Station Rules Agreement
<u>Exhibit B</u>	Training Requirements
<u>Exhibit C</u>	Sample Scorecard
<u>Exhibit D</u>	Compliance Standards
<u>Exhibit E</u>	Dispute Resolution
<u>Exhibit F</u>	Taxing Jurisdictions
<u>Exhibit G</u>	Telemarketing Policy
<u>Exhibit H</u>	Information Protection Contract Requirements

<u>Exhibit I</u>	Crisis Preparedness Program (CPP) Requirements
<u>Exhibit J</u>	Credit Schedules for Breach of Contract
<u>Exhibit K</u>	Invoice Template
<u>Exhibit L</u>	Insurance Claims Rider (If Applicable)
<u>Exhibit M</u>	Web Hosting Services
<u>Exhibit N</u>	Product Encryption Information
<u>Exhibit O</u>	Change Control Request Form
<u>Exhibit P</u>	Records Retention Schedule
<u>Exhibit Q</u>	Compliance with Prohibition of Bribery Law and Regulations
<u>Exhibit R</u>	Form of Statement of Work
<u>Exhibit S</u>	Customer Facing Requirements
<u>Exhibit T</u>	Undeliverable Mail Procedures

38. Entire Agreement:

38.1 This Agreement, together with the attached Exhibits and Service Agreement(s) issued hereunder, constitutes the entire Agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, consents and understandings relating to the subject matter hereof. The Parties agree that there is no oral or other agreement between the Parties that has not been incorporated into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day, month and year last written below.

AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC.	CONVERGYS CUSTOMER MANAGEMENT GROUP, INC.
<div data-bbox="185 909 380 1001"><div>DocuSigned by:</div><div></div><div>B0B47AAF84584F3...</div></div>	<div data-bbox="860 909 1071 1001"><div>DocuSigned by:</div><div></div><div>6FE875924AC048E...</div></div>
<div data-bbox="144 1041 475 1102">An Authorized Signatory Jim P Walejko</div>	<div data-bbox="820 1041 1144 1106">An Authorized Signatory Ron Andrews</div>
<div data-bbox="144 1150 638 1226">Name Category Management Director</div>	<div data-bbox="820 1150 1125 1226">Name Vice President</div>
<div data-bbox="144 1260 461 1323">Title February 8, 2017</div>	<div data-bbox="820 1260 1125 1327">Title February 7, 2017</div>
<div data-bbox="144 1371 232 1396">Dated</div>	<div data-bbox="820 1371 901 1396">Dated</div>

MASTER EXHIBIT A
NON-DISCLOSURE AND WORK STATION RULES AGREEMENT
-LAST MODIFIED 02/28/2013

This Non-Disclosure Agreement shall apply to any employee of Provider, Subcontractor, and or any Subcontractor employee performing the Services, and is executed pursuant to:

Agreement Number:

Schedule Number:

As an employee of [] (“Provider”) I, _____, fully understand and agree to maintain confidentially indefinitely with respect to all confidential information that I may have access to during the course of performing Services. I also further understand that Provider and American Express Travel Related Services Company, Inc. (“AXP”) have entered into a Master Teleservices Agreement (“Agreement”), incorporated by reference, to which Provider has undertaken certain obligations relating to the protection of AXP Data and Confidential Information as defined in the Agreement, which may include without limitation any information relating to AXP Cardmember accounts (“Accounts”), AXP trade secrets, files, records, forms, organizational structure, marketing philosophy and objectives, project plans, data models, strategy and vision statements, business initiatives, business requirements, systems design, methodologies, processes, competitive advantages and disadvantages, financial results, product features, systems, operations, technology, customer lists, customer account information, product development, advertising or sales programs and any other information which would give AXP an opportunity to obtain an advantage over its competitors or which AXP is ethically obligated to protect from unauthorized sources. None of such data or information shall be deemed to be in the public domain.

AXP, its parent, subsidiaries, and affiliated companies are collectively referred to herein as “AXP Entities.” I fully understand that as part of its obligations under the Agreement, Provider is required to obtain this Non-Disclosure and Workstation Rules Agreement from certain employees, including myself.

In consideration of my future assignment and or responsibilities in connection with Provider’s performance under the Agreement, I hereby acknowledge, represent, warrant, and confirm to Provider and AXP as follows: (a) I have read the provisions of this Non-Disclosure and Work Station Rules Agreement, understand each of them, agree to them, and know of no agreements, obligations or restrictions that prevent or prohibit me from complying with them; (b) I shall receive and maintain all AXP Data and Confidential Information, perform services and conduct myself, in all respects in a manner consistent with these obligations; and (c) I agree not to directly or indirectly, engage in or assist others to engage in, any activity or conduct that violates the provisions of this Non-Disclosure and Work Station Rules Agreement.

I agree to regard and preserve as confidential all information related to the business and activities of the AXP Entities, their clients, employees, suppliers and other entities with whom the AXP Entities do business, that may be obtained by me from any source as a result of my work on the AXP assignment or may be developed as a result of the Agreement.

I agree to exercise at least the same level of care as I use to protect my own confidential information, to hold such information in confidence for AXP, and to protect such information from disclosure to any person, firm or enterprise, and not to use (directly or indirectly) any such information for my own

benefit or the benefit of any other party, unless authorized by AXP in writing, and even then, to limit access to, and disclosure of, such confidential information to Provider's other employees on a **"need to know"** basis only. Information shall not be considered confidential to the extent, but only to the extent, that such information is: (i) already known free of any restriction at the time it is obtained; (ii) subsequently learned from an independent third party free of any restriction; (iii) available publicly; (iv) independently developed by Provider without use of or reference to confidential information of AXP, or (v) required to be disclosed pursuant to a requirement of a governmental agency or law so long as the parties provide each other with timely written prior notice of such requirements.

In connection with my use of any AXP computer workstations and my access to AXP MIS systems, in addition to all other provisions of this Agreement, I agree that during the course of performing the Services hereunder:

- I will not share or discuss AXP Data or Confidential Information in public places or to any third party (including, without limitation, at conferences, seminars, meetings of professional organizations or by publication in journals or granting of interviews to journalists and other members of the news media, or in social media environments including, but not limited to, Facebook and Twitter, or in other online forums like chat rooms), or use AXP Data or Confidential Information for my own benefit or the benefit of any third party, except to the extent strictly necessary and required for my performance of the AXP Services.
- I will not represent myself as AXP nor as a representative of AXP in social media environments including, but not limited to, Twitter and Facebook, or other online forums like chat rooms.
- I will not access my own AXP Account for any reason;
- I will not access another employee's AXP Account if I have personal knowledge that the account holder is a Provider employee;
- I will not intentionally access any AXP Account held by anyone I know outside of work for any purpose other than the performance of the Services;
- I will not access any AXP Account that I am not required to access as part of my performance of the Services.
- I also agree to help safeguard AXP customers' expectations of privacy by exercising diligence and care in the handling of AXP Data and Confidential Information relating to them.
- I will not use my workstation to access social media environments including, but not limited to, Twitter and Facebook or other online forums like chat rooms.
- I agree to sign off when I leave my workstation and sign back on when I return, including, but not limited to, time away from my desk for breaks, lunch, meetings, etc.
- I will not give my password to any person and I will not use another person's password or identification number. I understand that my password identifies me to the system. The computer system tracks all entries that are made by the person who makes them. If my password is used by anyone in a manner that results in errors or fraud, I may be held accountable for such errors or fraud.

MASTER EXHIBIT B
TRAINING REQUIREMENTS
LAST MODIFIED 01/07/2014

1.0 Training Requirements

Provider shall hire and train employees for ongoing programs as well as program specific training to maintain the levels of service set forth in the Service Agreement(s) and assure compliance with the Security Requirements, Regulatory Requirements and Compliance Standards and the requirements contained in Section 2 of Exhibit S (Customer Facing Requirements) to the Agreement. AXP Learning Network will conduct an assessment of the Provider's Instructors to ensure that they have the skills needed to effectively deliver AXP content and are well versed on AXP terminology and values. All Providers' Instructors shall be certified by AXP Learning Network and observed (virtual via web-cam or on-site) on an on-going basis.

Provider shall ensure that all Provider personnel assigned to the AXP program complete AXP's New Hire Training, Enhancement Training, Up Training New Product Launch training (in connection with the required subject matter) and any and all required mandatory training.

AXP will report all World Service Learning Network ("WSLN") deployed training via, WSLN reporting tools. The Provider's Team Leaders and Quality Analysts must have passing scores on any assessments for the programs they supervise or monitor. Provider shall retain all such assessments in accordance with the document retention requirements of this Agreement.

REQUIREMENT	DETAILS
Approved Instructor(s)	Provider selected. AXP to conduct Trainer certification for all Trainers that are assigned to the AXP program including temporary Trainers that may support the AXP program – trainers must be certified according to AXP certification criteria
Train-the-Trainer ("TTT")	AXP will conduct virtual TTT with all Provider trainers (or on-site as appropriate)
Remote Call Monitoring Capability	AXP requires the Provider to record calls and have available for remote call monitoring
Classroom duration / Timing / Dates	According to AXP provided training plan. Class duration is based on defined course map
# of Customer Care Professionals / Class	Provider may assign as appropriate as long as certification targets are achieved
Classroom Equipment Necessary	Equipment noted within the LS Guide, 2 webcams
OJT duration, Learning Curve, certification and reporting	Duration of OJT and associated standards are to be applied as outlined in AXP WSLN standards for each specific program; detailed reporting, by learner and class to be provided for each class completed
Trainer Evaluation	Trainee Reaction Questionnaire results will be provided to AXP with trainer effectiveness evaluation results

1.1 Training Materials

All training materials will be reviewed on a periodic basis and revised accordingly – with final approval of materials provided by AXP. All AXP materials will need the review and approval by AXP prior to being first delivered. Subsequent changes or enhancements to materials will require additional sign off by AXP Partner Design Manager. AXP will be responsible for making revisions, as deemed necessary in AXP's sole determination. Provider will not make any revisions to the AXP training materials unless otherwise requested by

AXP. Training materials will have a blended approach to include Facilitator Guides and Learner Guides, measurement/assessment/evaluation tools, computer based training programs, and other technology based e-learning training solutions that the Partner must be able to support from a technology standpoint.

All training materials concerning AXP's products and services shall be developed by AXP (unless otherwise specified in a Service Agreement), and reviewed and approved by AXP prior to implementation. AXP may ask Provider to update training curriculum materials from time-to-time for programs to reflect any product or program changes communicated to Provider by AXP.

With prior authorization by AXP, Provider may develop training materials if they are Provider-specific, like front-end systems or programs that are exclusive to the Provider.

1.2 On the Job (OJT) Training Support

Provider will provide experienced telephone Customer Care Professionals, supervisors and/or quality analysts to answer technical questions and provide performance feedback for new telephone Customer Care Professionals assigned to AXP programs, for the period of OJT time as outlined in Section 1.0 (Training Requirements) at an appropriate ratio as outlined in the associated construct. Certification targets to be achieved will be provided by AXP and will be reviewed for required adjustment twice per year. Certification exceptions will be managed by AXP and Provider. OJT duration is program specific and is as outlined in Section 1.0. AXP requires reporting of aggregate class performance results.

1.3 Additional Training Information

Live account numbers cannot be used for Training purposes. Data input into any AXP production system for training purposes is prohibited. Front end systems with training database capabilities and/or screen captures (minus live account numbers – for Systems Training) are acceptable.

MASTER EXHIBIT C

SCORECARD

Overview and Purpose of Scorecard

This Master Exhibit C provides an overview of the Scorecard process and includes a sample Scorecard template. The Scorecard process is separate from AXP's Pay-For-Performance (PFP) program, and is not subject to compensation (payouts or credits). AXP uses the Scorecard process to collect and consolidate key metric data, and to benchmark/rank its Provider network. AXP also uses this process to share important feedback on a periodic basis that allows Providers to identify issues (or areas of weakness), so that improvements in service delivery can be made as required.

1. The "sample" provided in this Exhibit is a Provider level Scorecard (it consolidates results for multiple programs managed by the Provider)
2. This is a format that will be applicable for AXP Inbound and Outbound programs
3. AXP also produces specific Scorecards monthly for each program.
4. AXP Program and Partner Management consolidate data for the Scorecards every month, and the scorecard results are supplied and discussed with the Provider.
5. AXP also reviews the Scorecard with the Provider at Quarterly Business Review sessions.
6. The Scorecard elements and process are subject to change on a periodic basis in AXP's sole discretion. AXP will endeavor to supply Provider with as much advance notice as possible, should changes occur to the Scorecard process.

Sample Provider Level Scorecard:

	Jan-13	YTD	FY Fest	G Rating	Score	G1		G2		G3		Weight	Grp Wt	2012 FY	2012 VoCM POD Baseline	2013 G2+ Target
Shareholder:																
Unit Cost Metric			TBD	2			\$0.00	\$0.01	\$0.00					\$0.0		
Productivity Metric			TBD	2			0.0	0.0	0.0	0.0				\$0.0		
Other Shareholder Metric																
Value Generation																
Value Generation Metric 1			TBD	2										0.0%		
Value Generation Metric 2			TBD	2												
Control and Compliance *																
PCCR (Partner Control and Compliance Rating)			TBD	2												
BST/HOC			TBD	2												
Sub Total Shareholder				0.00	0.00							0.0%	0.0%			
Customer:	Jan-13	YTD	FY Fest													
Program 1																
RTF%			TBD	2				-0.1%	0.0%	-0.1%						
%EX			TBD	2				-0.1%	0.0%	-0.1%						
Program 2																
RTF%			TBD	2				-0.1%	0.0%	-0.1%						
%EX			TBD	2				-0.1%	0.0%	-0.1%						
Service Levels																
ABA%			TBD	2			-0.1%			0.1%						
Sub Total Customer				0.00	0.00							0.0%	0.0%			
Employee:																
Total Partner Attrition (Actual)			TBD	2			-10.1%	-10.0%	9.9%	10.0%						
Sub Total Employee				2.00	0.00							0.0%	0.0%			
Total				0.00	0.00							0.0%				

MASTER EXHIBIT D

COMPLIANCE STANDARDS

Provider shall consistently monitor telephone calls of its Customer Care Professionals (“CCPs”) to ensure quality and compliance with all Regulatory Requirements and any applicable Security Requirements and Data Security Safeguards.

Provider shall provide to AXP monthly reports, as reasonably required by AXP, indicating the results of Provider’s monitoring of its CCPs. All such reports shall include incidents where there have been exceptions from Regulatory Requirements, and applicable Security Requirements and Data Security Safeguards (“Exceptions”). The parties shall meet periodically to determine what reports shall be required.

Provider shall capture and resolve all Exceptions and provide AXP a report detailing all of the actions it took to resolve the Exceptions and a plan for ensuring that such Exceptions will not re-occur.

Provider CCPs shall not discuss, recommend or solicit securities with clients or advisors.

Provider shall be required to adhere to all of AXP's policies and procedures in connection with the Services, including but not limited to AXP's policies and any procedures necessitated by banking regulations. AXP shall provide Provider all applicable AXP policies and procedures (in writing) and all updates to such policies and procedures. In the event any such updates require Provider to incur any additional material costs or expenses, AXP must pre-approve such expenses. The parties shall effect such updates and equitably allocate such additional costs/expenses as mutually agreed. Provider shall be responsible for its own procedures, but such Provider procedures must comply with applicable banking regulations and AXP policies.

MASTER EXHIBIT E

DISPUTE RESOLUTION PROCESS

The parties agree to establish an internal hierarchy to facilitate resolution of Disputes as set forth below.

1.0 Level 1 Review, The employees of each of the parties who are responsible for the day-to-day aspects of the subject matter of the Dispute shall discuss the Dispute and negotiate in good faith in an effort to resolve the Dispute without the necessity of any formal proceeding relating thereto (“**Level 1 Review**”). The day-to-day employees may be program managers or directors, partner relationship managers or directors, finance managers or directors, etc. (collectively or singularly “Day-to-Day Representatives”). This Level 1 Review shall commence upon written notice by one party to the other party. Such written notice must include commentary stating that the party wishes to invoke the Dispute Resolution Process and describe in detail the Dispute, when it was first identified, any background information, and any attempts to remedy or resolve the issue that may be relevant to such Dispute. This Level 1 Review starts when a party invokes the Dispute Resolution Process by sending written notice to the other party and expires (60) days thereafter at which time either party may provide notice to enter into the Level 2 Review. Both parties shall retain copies of all written communications involving a Dispute raised through the Dispute Resolution Process and retain such documentation for the Term of the Agreement (including any Renewal Term(s) and for seven (7) years after expiration of the Term or the Renewal Term(s) or termination of the Agreement.

2.0 Level 2 Review After expiration of the Level 1 Review and upon the written notice of either party’s day-to-day manager or director to invoke Level 2 Review, a senior level representative or executives (i.e. Vice Presidents) or their designate (collectively or singularly “Senior Level Representatives”) representing each party, shall be engaged for meetings and/or informal discussions for the purpose of resolving such Dispute (“**Level 2 Review**”). Such Senior Level Representatives shall meet in person, or by telephone, as often as they deem necessary in order to gather from and furnish to the other all information with respect to the Dispute which they believe to be appropriate and germane in connection with its resolution. Such Senior Level Representatives designated persons shall discuss the Dispute and negotiate in good faith in an effort to resolve the Dispute without the necessity of any formal proceeding relating thereto. This review shall continue for thirty (30) days from the date that written notice invoking Level 2 Review was first received, unless otherwise agreed to in writing by the parties.

3.0 Arbitration If the Dispute cannot be resolved during the Level 2 Review, or the Parties do not agree upon a plan for resolution, within a reasonable period of time of completion of the Level 2 Review any Dispute (an “**Arbitrated Dispute**”) shall, be escalated further within the legal and or litigation groups of each party and immediately referred to an arbitrator and fully and finally settled and determined by binding arbitration in accordance with the then-current version of the rules of the American Arbitration Association (the “**Rules**”), and judgment upon an award arising in connection therewith may be entered in any court of competent jurisdiction. The arbitration shall be held before

a single arbitrator selected in accordance with the Rules. Any arbitration, mediation, court action, or other adjudicative proceeding arising out of, related to, or in connection with this Agreement shall be held in New York City, New York, or, if such proceeding cannot be lawfully held in such location, as near thereto as applicable law permits. All arbitration proceedings and submissions, and the arbitration award, shall be in the English language and the rules of evidence shall apply to all proceedings.

3.1 The arbitrators shall apply New York law to all aspects of the Arbitrated Dispute, including but not limited to, the interpretation and validity of the applicable documents, the rights and obligations of the parties, the mode of performance and the remedies, consequences of the breach of the applicable documents and the rules of evidence. The parties hereby irrevocably consent to the jurisdiction of any state or federal court sitting in New York County, for all purposes in connection with arbitration or an Arbitrated Dispute, including: (a) confirmation or vacation of the arbitration award; (b) enforcement of the arbitration award; and (c) issuance of provisional remedies to protect rights, interests, assets and property, including but not limited to temporary or preliminary injunctive relief, to ensure ultimate satisfaction of the arbitration award.

3.2 The parties may, without inconsistency with this Agreement to arbitrate, seek from any court having jurisdiction any interim measures or provisional remedies pending the establishment of the arbitral tribunal's final award has been satisfied. The parties agree that the award made by the arbitrator shall be final and binding on the parties, and they waive any right to appeal the arbitral award, to the extent that an appeal may be lawfully waived.

3.3 The prevailing party in any arbitration, mediation, court action, or other adjudicative proceeding arising out of, related to, or in connection with an Arbitrated Dispute shall be reimbursed by the party who does not prevail for its reasonable attorneys', accountants' and experts' fees and related expenses (including reasonable charges for in-house legal counsel and related personnel) and for the costs of such proceeding.

4.0 Notwithstanding the foregoing, the parties agree to continue performing their respective obligations under this Agreement to the extent practicable while the Dispute is being resolved unless and until such obligations are terminated or expire in accordance with the provisions hereof. Nothing on this Exhibit shall be construed to prevent any party from seeking from a court a temporary restraining order or other temporary or preliminary relief pending final resolution of a Dispute pursuant hereto.

EXHIBIT F
TAXING JURISDICTIONS

This Exhibit contains information about the Provider's legal entity providing the services, the servicing location, the type of services to be delivered, the taxing jurisdictions and other information that is used to determine taxability.

1. Which legal entity (entities) will be providing the goods/services?

XXXXXXXXXXXXXXXXXXXX

2. From which location will the service be provided? (City/State)

XXXXXXXXXXXXXXXXXXXX

3. Which legal entity (entities) will receive the payment for the goods/services if different than those providing the goods/services?

XXXXXXXXXXXXXXXXXXXX

4. If an entity other than the entity performing the service is receiving the payment, please explain the relationship between these entities.

XXXXXXXXXXXXXXXXXXXX

5. Please explain the nature of the goods or services offered by each entity.

XXXXXXXXXXXXXXXXXXXX

XX

6. On the next page (Exhibit F, Attachment 1), please provide a list of State & Local Taxing Jurisdictions in which the legal entities are currently registered to collect sales or use tax, along with the registration number.

XXXXXXXXXXXXXXXXXXXX

7. Do outbound services include any collection calls?

XXXXXXXXXXXXXXXXXXXX

8. Please confirm that sales tax is paid on any "pass-thru" costs reimbursed by AXP.

XXXXXXXXXXXXXXXXXXXX

[Note: This Attachment 1 should be completed for each contracting Provider entity.]

EXHIBIT F
ATTACHMENT 1

LIST OF STATE & LOCAL TAXING JURISDICTIONS W/REGISTRATION
NUMBERS

State	Location (City)	Tax Type (State, County, City)	Registration Number	Other Info.
i.e. Texas	i.e. Houston	i.e. State/local sales tax	i.e. 1-23-4567891- 1	



EXHIBIT G
World Service Telemarketing Procedures

Procedures Reference & Name : **World Service Telemarketing Procedures**

Effective Date : **January 1, 2016**

Prepared by : **VP, World Service Line of Business Compliance**

Procedures Owner/Custodian : **World Service Line of Business Compliance**

Next Scheduled Review : **March 1, 2016**

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1.0 OVERVIEW AND PURPOSE

The World Service Telemarketing Procedures set forth legal and internal American Express Company (“AXP”) requirements for Inbound and Outbound Marketing and Servicing Calls to merchants, consumer and small business Card Members and prospective Card Members. These procedures are intended to align with the American Express Relationship Care™ ethos and allow the telechannel to be effectively leveraged as a business tool while minimizing potential legal and brand risks.

These procedures are aligned with the Telephone Consumer Protection Act (“TCPA”) Policy maintained by American Express Centurion Bank and American Express Bank, FSB, as well as the Telecommunication Standard maintained by the American Express Privacy Office.

2.0 SCOPE

These Procedures apply to World Service and applicable Service Providers for U.S. Inbound and Outbound Telemarketing and Servicing activities.¹

3.0 KEY DEFINITIONS

The following key definitions are relevant to these Procedures:

Marketing Calls: A call made for the purpose of inducing the purchase of an AXP product or service, including acquisition, cross-selling, loyalty, and/or usage. This can include inbound calls originated by the consumer for servicing purposes, where the call is repurposed to induce the purchase of a product or service. In addition, “dual-purpose” calls are outbound calls with a customer service or informational component, as well as a marketing component. If the call is intended to offer property, goods, or services for sale either during the call, or in the future, the call is an advertisement and should be treated as a Telemarketing call.

Servicing Calls: An inbound or outbound call made for the purpose of facilitating, completing, confirming or fulfilling legal requirements, changing the terms and conditions, or improving service for a transaction, product, or service that the customer has previously agreed to enter into with AXP. In order to be designated as a Servicing Call, the call must not have any Marketing components.

Add-On Products: Products that are offered to Card Members for an additional fee and are generally relevant to helping customers protect key aspects of their financial lives, e.g., insurance products, credit monitoring reports, or replacement assistance in the event of loss. The fees are often billed to the card.

¹ In addition to TCPA and TSR, World Service complies with various other regulations with respect to its servicing and marketing activities including but not limited to Regulation Z, Regulation B, Insurance Laws, Federal Communications Commission (“FCC”) Rules, Unfair Deceptive or Abusive Acts or Practices (“UDAAP”), and various state laws. This list does not supersede any Federal or State requirements that may be applicable to telemarketing activities.

Vulnerable Consumers: Any consumer who is having difficulty in comprehending the offer or is otherwise impaired may be considered vulnerable. A consumer who has difficulty articulating whether they want the product but does not say “no” may also be considered vulnerable in some cases. While any consumer may be vulnerable, particular sensitivity may surround the following groups:

- Students or young adults
- Elderly
- Consumers with limited English proficiency
- Those lacking understanding
- Those hesitant to agree, seem confused, etc.

It will not often be known to the representative whether the consumer with whom they are speaking with is inherently vulnerable and this definition does not suggest that any group as a whole is vulnerable. Representatives should use their training and judgment to identify consumers who may be experiencing temporary impairment or difficulty in comprehension in light of facts or circumstances. For example, a caller who is unable to hear the representative or comprehend the script or disclosure may be “vulnerable.” Likewise, a caller who sounds disoriented, senile or otherwise impaired could also be considered “vulnerable.”

Inbound (“IB”): A phone call initiated by the customer to American Express.

Outbound (“OB”): A phone call made by American Express to a customer.

Telemarketing (“TM”): The initiation of a telephone call or message for the purpose of encouraging the purchase or rental of, or investment in, property, goods, or services, which is transmitted to any person. Telemarketing calls include dual purpose calls.

Voice Response System (“VR System”): The VR system is the Card Member's first point of contact for inbound calls and provides basic account information. The system uses speech recognition technology allowing our Card Members to simply speak their selections, but also provides them with the option to use the telephone keypad.

Beep Box Technology: An automated telephone system that deploys beep tones throughout the course of a phone conversation in order to inform the parties that the call may be recorded.

Telechannels: Inbound and outbound proprietary and third party phone channels.

Free Trial Offer: A temporary **free** or discounted **offer** to encourage customers to purchase the product.

Caller ID: The identification that must be transmitted with each outbound Marketing and Servicing call and must display on a customer's phone informing the customer of who is calling.

Contact Management: The call lead management process for Outbound Marketing and Servicing programs. This is a critical and required process to ensure that AXP is contacting and soliciting Card Members and prospects in an appropriate manner.

Established Business Relationship: A prior or existing relationship formed by a voluntary two-way communication between the Bank and a residential subscriber on the basis of the subscriber's purchase or transaction with the Bank within the 18 months immediately preceding the date of the telephone call or on the basis of the subscriber's inquiry or application regarding products or services offered by the Bank within the 3 months immediately preceding the date of the call, which relationship has not been previously terminated by either party.

- A subscriber's seller-specific do not call request as set forth in Section 5.V of this Policy terminates an established business relationship for purposes of telemarketing and telephone solicitations, even if the subscriber continues to do business with the seller.
- A subscriber's business relationship with a particular entity does not extend to affiliated entities unless the subscriber should reasonably expect them to be included given the nature of and type of goods or services offered by the affiliate and the identity of the affiliate.

Telephone Facsimile Machine: Equipment which has the capacity to transcribe text or images, or both, from paper into an electronic signal and to transmit that signal over a regular telephone line, or to transcribe text or images (or both) from an electronic signal received over a regular telephone line onto paper.

Telephone Solicitation: The initiation of a telephone call or message for the purpose of encouraging the purchase or rental of, or investment in, property, goods, or services, which are transmitted to any person. Telephone solicitation does not include a call or message to any person with that person's prior express invitation or permission; to any person with whom the caller has an established business relationship; or by or on behalf of a tax-exempt nonprofit organization.

Representative: A person making and or receiving telephone calls for or on behalf of American Express.

Service Provider: A Third Party contracted to perform work on behalf of American Express.

Card Services: An AXP business unit that provides phone servicing on Fee and No Additional Charge ("NAC") products and services.

Do Not Call ("DNC") List: A registry of phone numbers that telemarketers are prohibited from calling in most circumstances. There are three versions of DNC lists, including National, State and an American Express Internal DNC list.

4.0 ROLES AND RESPONSIBILITIES

This Section sets forth the roles and responsibilities of relevant parties in managing World Service Telemarketing compliance risk under these procedures.

Global Compliance and Ethics is responsible for review and approval of the following: all Telemarketing scripts, call guides and disclosures; requested campaign exceptions to dialing attempt restrictions or modification of restricted calling days requirements; the use of free trial offers, prerecorded messages, voice mail messaging, or call models, as applicable.

World Service Compliance is responsible for continual review of the procedures, incorporating necessary modifications as mandated by law or internal policy, and distribution of the Telemarketing Procedures to World Service. Additionally, World Service Compliance will review and approve scripts, call guides and disclosures for any servicing program, review all programs including a free trial offer, and will communicate with the business per the crisis management procedures for the necessary termination of state specific telemarketing calls due to an order of the Public Service Commission.

World Service Compliance is responsible for the maintenance and annual refresh of the World Service Telemarketing Procedures.

World Service is responsible for distribution of the procedures to all proprietary and third party telechannels, and ensuring adherence to the procedure requirements.

5.0 TELEMARKETING PROCEDURES REQUIREMENTS

These Procedures outline the expectations for telemarketing activities performed within World Service. The requirements included within these procedures ensure that telemarketing activities are conducted in compliance with Federal and State law, as well as with internal AXP standards.

A. Greetings

1. Inbound Servicing:

At the beginning of the call the Representative must:

- Introduce him/her using his/her legal first name. Representatives with names that are difficult to understand may use a shorter version of their name. Representatives may use a pseudonym as long as this information is documented and has been approved by the appropriate parties within the channel.
- Advise the Card Member/prospect that he/she is speaking with American Express. This disclosure may be delivered through Voice Response (VR) or by the Representative.
- Provide call recording disclosure/announcement. See Section 5.B “Call Recording Disclosures” for additional details.
 - Example:
 - (Beep tone) *“Thank you for calling American Express, my name is Robert, how can I help you?”*

2. Inbound Marketing:

At the beginning of the call prior to pleasantries and within the first 30 seconds of the call the Representative must:

- Introduce him/her using his/her legal first name. Representatives with names that are difficult to understand may use a shorter version of their name. Representatives may use a pseudonym or abbreviation of given name as long as this information is documented and has been approved by the appropriate parties within the channel.
- Advise the Card Member/prospect that s/he is speaking with American Express. This disclosure may be delivered through VR or by the Representative.
- Provide call recording disclosure/announcement. See Section 5.B “Call Recording Disclosures” for additional details.
 - Example:
 - (Beep tone) *“Thank you for calling American Express, my name is Robert, how can I help you?”*

3. Outbound Servicing:

Same as Inbound Servicing, see Section 5.A.1.

4. Outbound Marketing:

At the beginning of the call prior to pleasantries and within the first 30 seconds of the call the Representative must:

- Introduce him/her using his/her legal first name. Representatives with names that are difficult to understand may use a shorter version of their names. Representatives may use a pseudonym as long as this information is documented with the appropriate parties within the channel.
- State that the call is being made on behalf of/for American Express.
- Provide call recording disclosure/announcement. See Section 5.B “Call Recording Disclosures” for additional details.
- State the purpose of the call including the name and nature of the goods and services being sold.
- Provide Vendor Disclosure, as applicable.
 - **Vendor Disclosure:** Some States require the Representative to disclose the name of the Service Provider placing the call on behalf of AXP. Please refer to *Appendix A: State Regulatory Matrix* for the applicable States.
 - Example:
 - (Beep tone) *“This is Charles Frost calling from (insert Service Provider name) on behalf of American Express.”*

B. Call Recording Disclosures

All business telephones used by Representatives are subject to call recording for quality purposes. Inbound and Outbound Servicing and Marketing programs may comply with

this requirement by using beep box technology or by the use of verbal disclosures. Certain state exceptions apply for Outbound Marketing, described below.

Availability to Opt-Out of Call Recording: If consumer states that he/she does not want his/her call recorded, the Representative must immediately follow the applicable procedure to ensure the call recording has stopped.

1. Inbound Servicing:

Verbal Call Recording Disclosure:

- All callers must be told their call may be recorded. This disclosure may be administered by VR message, if available. If VR messaging is not available, this disclosure must be administered by the Representative.
 - Additionally, if the call is transferred to another person, the call recording disclosure must be announced prior to any conversation.

Beep Box Technology:

- Beep Box call recording disclosures may be employed in Inbound program VR Systems subject to the following requirements:
 - Beep tones which are audible to consumers, Representatives and monitoring staff must sound at a maximum of 15 second intervals.
 - Verbal communication of the call recording disclosure must be made by the Representative if a beep tone is not audible.
 - If hold time will be recorded, a beep tone must sound throughout the hold time.
 - If beep tones are functional, verbal call recording disclosures do not need to be delivered if the call is transferred.

2. Inbound Marketing:

Same as Inbound Servicing, see Section 5.B.1.

3. Outbound Servicing:

Same as Inbound Servicing, see Section 5.B.1.

4. Outbound Marketing:

If using Verbal Call Recording Disclosure, same as Inbound Servicing. See Section 5.B.1.

If using Beep Box Technology the same Beep Box Technology requirements listed within Section 5.B.1 apply, subject to the following rules:

- The following States do not allow use of Beep Box Technology as a means of call recording notification and require oral delivery of call recording disclosures. Representatives must read the call recording disclosure for calls placed to:
 - California
 - Connecticut
 - Delaware
 - Florida

- Illinois
 - Maryland
 - Massachusetts
 - Michigan
 - Montana
 - Nevada
 - New Hampshire
 - Pennsylvania
 - Washington
 - Vermont
- Call recording disclosures must be verbally delivered to gate keepers in the States noted above if the conversation proceeds past an initial introduction and request for callback. The call recording must also be announced to the Card Member/prospect. This exception applies only when the representative immediately obtains callback specifics. If the conversation deviates in any way, the call recording disclosure must be delivered to the gate keeper.
 - Example:
 - Representative: *“This is Jane Doe calling on behalf of American Express. May I please speak with Charles Frost?”*
 - Gate Keeper: *“What is this in reference to?”*
 - Representative: *“For quality purposes, this call may be monitored or recorded. I am calling to speak with him/her about.....”*
 - Gate Keeper: *“One moment while I transfer you.”*
 - Customer/Prospect: *“This is Charles Frost.”*
 - Representative: *“Great! For quality purposes, this call may be monitored or recorded.”*

C. Permission to Continue

1. Inbound Servicing:

Not applicable.

2. Inbound Marketing:

Not applicable.

3. Outbound Servicing.

Not applicable.

4. Outbound Marketing:

Certain States require the Representative to ask the Card Member/prospect for permission to continue a sales call and to promptly discontinue the call if the called party gives a

negative response. Please refer to *Appendix A: State Regulatory Matrix* for applicable States.

D. General Telemarketing Practices

Scripting must be adhered to:

Representatives must adhere to approved scripting when required. If scripting is not required, Representatives must follow appropriate call guides.

Agreement to Purchase:

Representatives must make clear to consumers when a fee will be charged to enroll in a product or service.

- Example:
 - Instead of saying, “*Would you like to enroll in X?*” a representative should say, “*Would you like to purchase X?*” or otherwise make it clear that the consumer will be buying a product or service.
- In addition, Representatives must not encourage enrollment based on the consumer’s ability to subsequently cancel the product, such as “buy now and if you don’t like it you can cancel later.”

Assumptive Clauses:

Representatives must avoid clauses that assume to know the consumer’s preferences such as “*Let’s go ahead and upgrade/enroll your account*” and should instead say, “*Would you like to upgrade your account/purchase XX?*”

Product or Service Eligibility:

In some cases a product or service may not be suitable for a consumer if the primary benefit(s) are not achievable. For these products Representatives must specifically inquire as to the suitability of the product for that consumer.

- Example:
 - A debt cancellation product that pays a credit card’s Minimum Payment Due for consumers who become unemployed may not be suitable for a currently unemployed consumer if the current unemployment is a preexisting condition that would exclude the consumer from using that primary benefit. Note that debt cancellation products are no longer offered by American Express entities.

Card Activation Calls:

Prior to making an offer pursuant to a Card Activation call the representative must make the Card Member aware that the activation is complete and the solicitation is optional. Once the offer is initiated, the call is considered an inbound dual-purpose call and is treated as a marketing call.

State “No-Rebuttal” Laws:

- **Inbound Marketing State “No-Rebuttal” Laws:**

- Require a seller to discontinue a sales presentation if the person called indicates he/she is not interested. No-Rebuttal laws are not applicable to Inbound Telemarketing, however, internal American Express standards require that a Representative rebut no more than two times per sale, and more restrictive rebuttal requirements may apply to certain products.
- **Outbound Marketing State “No-Rebuttal” Laws:**
 - State “No-Rebuttal” laws apply to outbound calls, although some state laws exempt calls to existing customers from these requirements. Please refer to the State regulatory matrix in *Appendix A*.
 - For those States with a No-Rebuttal rule, the call must be discontinued as soon as the consumer indicates he/she is not interested.
 - For all other States, there are no legal requirements around the number of rebuttals that can be used during a telemarketing transaction; however, American Express policy requires no more than two rebuttals per sale, and more restrictive rebuttal requirements may apply to certain Insurance/Card Services programs.

Special Provisions for Credit Card Add-On Products:

Calls from Card Members to cancel enrollment in an add-on product must be processed without any rebuttal or other attempt to save the account or enrollment.

The Representative must provide the initial fees or premiums for the add-on product, and any additional charges that may be applicable. The Representative must obtain the customer’s intent to enroll in the product prior to beginning the product disclosure. Then, the representative must disclose the following information:

- That the Card Member is purchasing the product.
- If applicable, when the Card Member’s card will be charged and that the account will start to incur charges on the same day as the phone call.
- On which statement the charge for the product will appear (e.g., next billing statement).
- The product’s cancellation policy and the phone number the Card Member can use for cancellation.
- The product’s refund policy, including the time frame within which the Card Member must cancel to avoid paying a fee.
- Other disclosures applicable to the product.

After this information has been provided to the Card Member, the Representative must receive the Card Member’s express informed consent to finalize enrollment/purchase of the product. Please refer to Section 5.E “*Express Informed Consent*”.

Enhanced Protection for Vulnerable Consumers:

Representatives must not make any offers or rebuttals in cases where the Representative can reasonably determine based on facts and circumstances of that particular call that the Caller is a Vulnerable Consumer.

- Example:

- If a caller sounds disoriented, impaired, senile, etc., during the course of the call, the Representative should refrain from making any offers and/or cease all sales presentations that are currently underway.

Identification Requirements:

- Identification Policy- Please refer to the Universal Policy ID Matrix, maintained by Fraud/Risk Management, for a complete description of the ID requirements. Identification procedures can be located on Extraordinary Customer Care Online (“ECCO”), a procedural support tool for Representatives.
- For Outbound calls to existing Card Members, Representatives must only call numbers that are currently on the account. If the Card Member requests a callback at number not currently on the account, they must pass the same ID requirements to change/add a phone number per the ID Policy.
 - When the request for a callback is made by a prospect customer, Representatives may call the prospect at any number.

E. Express Informed Consent

Express Informed Consent (“EIC”) is the consumer’s affirmative and unambiguous statement that he/she agrees to purchase goods or services after having received all required product disclosures, and his/her express agreement to be charged using the account number identified.

- If the consumer does not provide affirmative and unambiguous consent, the Representative must prompt for a “yes” or other more definitive statement.
- This rule applies to sales or saves of American Express products and/or services. A save attempt is when the Representative attempts to persuade the Card Member to keep his current product or transfer to another while still remaining an American Express Card Member.
 - AXP does not currently perform any save attempts in regards to Credit Card Add-On Products. See Section 5.D, “Special Provisions for Credit Card Add-On Products.”

Explicit EIC is required for each sale of a product or service. If multiple sales or up-sells are made during a telemarketing transaction, each individual sale or up-sell is considered a separate telemarketing transaction and not a continuation of the initial transaction. If any sale or service is fee-based, the EIC should also mention any fee the individual will be charged.

- Example:
 - *“Do I have your permission to add XX as an additional cardholder, AND to enroll you into XX, which you are purchasing for a yearly fee of XX, AND to enroll you in paperless statements?”*
 - If YES: *“Thank you.”*
 - If NO: *“I am unable to proceed without your formal consent to do so. If you wish to proceed, confirm by saying yes.”*

- If YES: “*Thank you.*”

1. Inbound Servicing:

Not applicable.

2. Inbound Marketing:

Representatives must obtain the consumer's EIC to:

- (1) be charged for the goods or services purchased and have the charge submitted to an identified account, or,
- (2) submit an application on behalf of the consumer.

3. Outbound Servicing:

Not applicable.

4. Outbound Marketing:

Same as Inbound Marketing, see Section 5.E.2.

F. Call Closings

1. Inbound Servicing:

Call closings for Inbound Servicing should be branded with “*Thank you for speaking with American Express*” or similar statement. In the alternative, established procedures for each program should be followed.

2. Inbound Marketing:

Same as Inbound Servicing, see Section 5.F.1.

3. Outbound Servicing:

Same as Inbound Servicing, see Section 5.F.1.

4. Outbound Marketing:

All Outbound Marketing Calls should be branded with “*Thank you for speaking with American Express*” or similar statement.

- Additionally, Outbound Marketing closings should include a telephone number or address which the consumer may contact to obtain further information about the product/service being promoted. Existing Card Members may be referred to the customer service number on the back of their card. The telephone number may not be a 900 number or any other number for which charges exceed local or long distance transmission charges.

G. Prize Promotions

1. Inbound Servicing:

Not applicable.

2. Inbound Marketing:

The General Counsel's Organization and Global Compliance and Ethics must review and approve any program which involves a prize, sweepstakes, contest, etc.²

3. Outbound Servicing:

Not applicable.

4. Outbound Marketing:

Same as Inbound Marketing, see Section 5.G.2.

H. Free Trial Offers

1. Inbound Servicing:

Not applicable.

2. Inbound Marketing:

World Service Compliance, the General Counsel's Organization, and AMEX Assurance Company Compliance, as applicable, must review and approve any program which involves a free trial offer.

3. Outbound Servicing:

Not applicable.

4. Outbound Marketing:

Same as Inbound Marketing, see Section 5.H.2.

I. Script Approval Process

This section includes the approval process related to scripts, call guides, and disclosures.

1. Inbound Servicing:

Scripts, call guides, and disclosures for servicing programs, if applicable, must be reviewed by Global Compliance and Ethics.

2. Inbound Marketing:

All telemarketing scripts/call guides/disclosures, including significant changes to existing disclosures, must be reviewed and approved by Global Compliance and Ethics.³

3. Outbound Servicing:

Same as Inbound Servicing, see Section 5.I.1.

² Please refer to a Global Advertising and Brand Management (GABM) contact for restrictions regarding record retention of prize awards.

³ The review and approval of telemarketing scripts/call guides/disclosures is handled in accordance with the AXP Marketing Compliance Review process and procedures.

4. Outbound Marketing:

Same as Inbound Marketing, see Section 5.I.2.

J. Acceptable Calling Hours

1. Inbound Servicing:

Not applicable.

2. Inbound Marketing:

Not applicable.

3. Outbound Servicing:

Outbound Servicing calls may be conducted from 8:00 am – 9:00 pm local time of the consumer on weekdays and on Saturday. This is an internal AXP practice, not an external legal requirement.

4. Outbound Marketing:

Outbound marketing calls to prospects and customers are permitted from 8:00 am – 9:00 pm local time of the consumer on weekdays and on Saturday, except where more restrictive state laws apply; see *Appendix A: State Regulatory Matrix* for additional details.

Calling time location identification – Area and Zip Code

When calling a cell phone and/or a landline, it is an internal AXP practice to use a combination of the area code and zip code to determine the called party's location. Exceptions may be made on a case-by- case basis with approval from the General Counsel's Organization and Global Compliance and Ethics.

- Example:
 - Zip code time zone: East
 - Area code time zone: West
 - In the morning the West coast start time would be used to determine location, while the East coast end time would be used in the evening.

K. Restricted Calling Days

1. Inbound Servicing:

Not applicable.

2. Inbound Marketing:

Not applicable.

3. Outbound Servicing:

Servicing programs that place outbound calls to lists of customers for market research, customer satisfaction, customer survey, or similar purposes are generally subject to restricted day requirements. However, this policy generally does not apply to ad hoc servicing calls, such as those placed to an individual customer to fulfill or follow up on a transaction or other request initiated by that customer.

4. Outbound Marketing:

Restrictions on calling day requirements differ between Consumer and OPEN Outbound Marketing.

- **Consumer Outbound Marketing:**

- It is internal American Express practice not to place any Outbound Marketing calls on Sundays. Additionally, it is internal American Express practice not to place Outbound Marketing calls to consumers on the following days:
 - Thanksgiving Day
 - Good Friday
 - Martin Luther King Day
 - Rosh Hashanah (beginning at 5pm the night before through the entire first day)
 - Yom Kippur (beginning at 5pm the night before through the entire first day)
 - Passover (the first two nights beginning at 5pm)
 - Hanukkah (the first two nights beginning at 5pm)
 - December 24th and 25th
 - New Year's Eve (after 5pm) and New Year's Day
- Several States (Alabama, Louisiana, Mississippi, Rhode Island, and Utah) have additional restrictions. Refer to *Appendix B: State Telephone Solicitation Bans* for all state specific Do Not Call ("DNC") days.
- Business requests to add or remove restricted calling days will be reviewed on a case by case basis with Global Compliance and Ethics and the AXP Privacy Office.

- **OPEN Outbound Marketing:**

- It is internal American Express practice not to place any Outbound Marketing Calls on Sundays. Additionally, it is internal American Express practice not to place OPEN Outbound Marketing Calls on the following days:
 - Thanksgiving Day
 - December 24th and 25th
 - New Year's Eve (after 5pm) and New Year's Day
- OPEN Programs are encouraged, but not required, to consider whether to restrict outbound marketing calls for OPEN programs on the following days, consistent with business justification and consumer expectation:
 - Good Friday
 - Martin Luther King Day
 - Rosh Hashanah (beginning at 5pm the night before through the entire first day)

- Yom Kippur (beginning at 5pm the night before through the entire first day)
- Passover (the first two nights beginning at 5pm)
- Hanukkah (the first two nights beginning at 5pm)

L. Dialing Attempts

1. Inbound Servicing:

Not applicable.

2. Inbound Marketing:

Not applicable.

3. Outbound Servicing:

Not applicable.

4. Outbound Marketing:

Dialing attempts to an individual telephone number should be limited to no more than two times in a 24-hour period so as not to be perceived as intrusive to customers or prospects.

- Exceptions may be made on a campaign or project basis as approved by the General Counsel's Organization and Global Compliance and Ethics.
- Each outbound call must ring for at least fifteen (15) seconds or four complete rings before it is disconnected.
- More restrictive dialing attempt rules apply to calling the US territory of Puerto Rico. Puerto Rico requires limiting a maximum of five (5) rings when making outbound telemarketing calls to residents of Puerto Rico.

M. Call Abandonment: Predictive Dialer

1. Inbound Servicing:

Not applicable.

2. Inbound Marketing:

Not applicable.

3. Outbound Servicing:

Abandoning outbound calls may be considered an abusive telemarketing practice if not properly managed. The following regulatory standards apply to predictively dialed outbound marketing campaigns and outbound servicing or welcome calls which transition into a sales effort:

- An outbound call will be considered abandoned if it takes longer than two seconds to connect a live Representative to a consumer who has answered the telephone.

- If a Representative will not be available within two seconds from answer, the following message must be played:
 - *“Hello, this is a call from American Express, which is being conducted for telemarketing purposes. We are sorry we missed you and will try to reach you another day. If you prefer, you may call us at 1-800-XXX-XXXX. Thank you.”*
- This message must include an automated, interactive opt-out mechanism that allows call recipients to be included on our internal do-not-call list.
- Finally, each outbound call must ring for at least fifteen seconds or four complete rings before it is disconnected.

4. Outbound Marketing:

Same as Outbound Servicing, see Section 5.M.3.

Federal rules require that no more than 3% of outbound marketing calls answered be abandoned, as measured over a 30-day period for a single calling campaign. If a single calling campaign exceeds a 30-day period, the abandonment rate must be calculated separately for each successive 30-day period or a portion thereof that such calling campaign continues.

N. Automatic Dialing Equipment and Calls Placed to Wireless Devices

The terms “automatic dialing equipment” and “autodialer” mean equipment (including predictive dialers, even if the dialer is not employed in a predictive dialer mode) that has the capacity to store or produce, and subsequently dial telephone numbers to be called using a random or sequential number generator. The term “manually dialed” means that the Representative physically enters or dials the number; dialers used in a push-one-button mode do not qualify as “manually dialed.”

1. Inbound Servicing:

Not applicable.

2. Inbound Marketing:

Not applicable.

3. Outbound Servicing:

Federal rules prohibit the use of automatic dialing equipment, including predictive dialers, to place outbound calls to numbers assigned to wireless devices (pagers, cell phones, etc.) unless the consumer has provided prior express consent. This requirement applies to calls made for both consumer and business purposes.

It is unlawful to use automatic dialing equipment to call or text any number assigned to a wireless device for telemarketing purposes without the called party’s prior express

written consent. The consent must be signed, in writing, and include the telephone number to be called.

The following steps must be taken to exclude wireless numbers from outbound calls which will be placed with a predictive dialer:

- Scrub against ranges/prefixes that have been designated by phone companies for wireless numbers; and
- Scrub numbers which have been switched, or ported, from a landline telephone to a wireless device.

The Federal Communications Commission requires that call lists be scrubbed against the ported number database (currently maintained by NeuStar) no less frequently than every 15 days.

When using an autodialer to call or text any number assigned to a wireless device, the following requirements must be observed:

- Outbound Calls or text messages may be sent to a consumer only if the number has been supplied by the consumer in a prior related transaction, such as an application to become a Card Member.
- An autodialer may **not** be used to call or text a wireless number for any marketing purpose, including dual-purposes. Such calls or texts must be manually dialed.
- An autodialer **may** be used to call or text a wireless number for servicing purposes. Federal rules require that a consumer's express consent be obtained prior to placing such calls or texts.

4. Outbound Marketing:

Same as Outbound Servicing, see Section 5.N.3.

O. Caller ID

1. Inbound Servicing:

Not applicable.

2. Inbound Marketing:

Not applicable.

3. Outbound Servicing:

Caller ID must be transmitted with each call. The company name (where the local carrier is capable of transmitting this data), along with a phone number where the Card Member/prospect can reach AXP must be transmitted with each call. If the toll free number is not owned by American Express, the toll free number of the Service Provider making the call on behalf of American Express may display on the Caller ID. In either case, the phone number must connect to a Representative who is able to remove the caller from American Express telemarketing lists.

4. Outbound Marketing:

Same as Outbound Servicing, see Section 5.O.3.

P. Pre-Recorded Messages

1. Inbound Servicing:

Not applicable.

2. Inbound Marketing:

Not applicable.

3. Outbound Servicing:

Outbound prerecorded messages may be utilized for a servicing purpose only with prior approval of the General Counsel's Organization and Global Compliance and Ethics. There may not be any marketing component to these messages. If a customer contacts us in response to a prerecorded servicing message, there cannot be any cross-sell attempt or other marketing message presented during the inbound call. Accordingly, any business unit using prerecorded servicing messages requesting that a customer call us must establish a dedicated 800# or other means to identify these calls to ensure that no sales attempts will be made.

4. Outbound Marketing:

Outbound Calls with a prerecorded message may not be utilized for any sales or marketing purpose.

Q. Voice Mail Messaging

1. Inbound Servicing:

Not applicable.

2. Inbound Marketing:

Not applicable.

3. Outbound Servicing:

Messages left by a Representative on a Card Member's answering machine/voicemail may not state or imply that the intended recipient of the message has a relationship with American Express. However, generic messages requesting that the consumer contact American Express are permissible.

- Example:

- *"This is (CCP Name) from American Express Concierge. We are calling for (Card Member full name) with a special invitation to a private event from American Express. Please call back to learn more at (XXX-XXX-XXXX), between the hours of 9am-6pm ET Monday to Friday. At that time, I will be more than happy to explain the event and details to you. Again, this is (CCP Name) calling from American Express Concierge. Have a great day."*

All voice mail messaging must be approved by Global Compliance and Ethics prior to implementation.

4. Outbound Marketing:

Same as Outbound Servicing, see Section 5.Q.3.

R. Fax/Facsimile

1. Inbound Servicing:

Not applicable.

2. Inbound Marketing:

Not applicable.

3. Outbound Servicing:

Faxes may not be used for marketing or servicing purposes unless permission is obtained from the recipient and the means for opting out of future faxes is included.

4. Outbound Marketing:

Same as Outbound Servicing, see Section 5.R.3.

S. Call Models

1. Inbound Servicing:

Not applicable.

2. Inbound Marketing:

Not applicable.

3. Outbound Servicing:

Any model, protocol, algorithm or other tool that is used to determine order of calls or whether to call a particular consumer on a call list provided must be reviewed by the appropriate American Express groups, which may include but are not limited to the Operational Risk model validation team, Global Compliance and Ethics, and Fair Lending Program Office.

4. Outbound Marketing:

Same as Outbound Servicing, See Section 5.S.3.

T. Contact Management Procedures

1. Inbound Servicing:

Not applicable.

2. Inbound Marketing:

Not applicable.

3. Outbound Servicing:

Contact Management is required to ensure that American Express is contacting and soliciting Card Members and prospects in an appropriate manner. It serves three primary purposes:

- Uses a percentile ranking to determine lead priority among the many programs vying for the same leads (applicable to current Card Members only).
- Avoids over-contacting Card Members by forcing leads to “rest” after being contacted (not applicable to external prospects).
- Tracks and fulfills AXP Card Member and prospect “Do Not Call” requests and adherence to federal and state “Do Not Call” legal requirements.

All outbound programs, including those programs in pilot phase, must participate in the Contact Management process. To ensure that a program is participating in Contact Management, a Telemarketing Identification Number (“TMID”) must be obtained from Customer Marketing Capabilities.

- Note that Contact Management does not apply to ad hoc servicing calls, such as those placed to an individual customer to fulfill or follow up on a transaction or other request initiated by that customer.

4. Outbound Marketing:

Same as Outbound Servicing, see Section 5.T.3.

U. Crisis Management Procedures

1. Inbound Servicing:

In the event of a state of emergency or other crisis situation, the Customer Crisis Recovery (“CCR”) Team will assess potential impacts and determine whether to temporarily suspend outbound telemarketing and certain servicing calls. For further information, refer to procedures maintained by the CCR Team.

- Note that while the majority of crisis-related telemarketing suppressions are driven by policy and customer service considerations, some States (e.g., Louisiana) require that most outbound telemarketing be suspended during a state of emergency upon order of such state's Public Service Commission (“PSC”).
 - In the event that a PSC issues such an order, World Service Compliance will communicate to World Service to cease telemarketing to such state's residents or residents living in the affected portions of such state.

2. Inbound Marketing:

Same as Inbound Servicing, see Section 5.U.1.

3. Outbound Servicing:

Same as Inbound Servicing, see Section 5.U.1.

4. Outbound Marketing:

Same as Inbound Servicing, see Section 5.U.1.

V. Do Not Call Requirements

All programs must have processes in place that allow Card Members and prospects to easily and conveniently request not to receive marketing calls from American Express. Do Not Call (“DNC”) requests must be submitted by the Representative through the Global Privacy Capability system.

American Express Internal DNC List: The Company’s internal DNC list. This list is separate from the National and State DNC lists. Customers can request American Express place their numbers on the internal DNC list to avoid receiving any marketing offers via phone.

National and State DNC Lists: The National and State DNC lists are separate and distinct from the internal American Express DNC list. Customers can place their numbers on the National and/or State DNC list to avoid receiving marketing offers via phone. American Express cannot place numbers on these lists.

1. Inbound Servicing:

Not applicable.

2. Inbound Marketing:

Not applicable.

3. Outbound Servicing:

Not applicable.

4. Outbound Marketing:

All Outbound Marketing programs must honor Card Member and prospect requests not to receive marketing calls from American Express and apply the appropriate internal and external suppressions. Suppressions include but are not limited to:

- National DNC Registry
- State DNC lists
- Direct Marketing Association Opt Outs
- Direct requests to American Express

All Consumer outbound marketing programs must suppress numbers registered on the National DNC Registry, and State DNC Lists unless an “established business relationship” exception has been granted for that program. See Section 5.X “Existing Business Relationship” for additional detail.

OPEN outbound marketing programs must suppress numbers registered on the National DNC Registry and State DNC Lists, unless the number being called is a confirmed business number using criteria agreed upon by Global Compliance and Ethics, the Privacy Office and the General Counsel's Organization, or an "established business relationship" exception has been granted for a particular program. See Section 5.X "Existing Business Relationship".

New customers should not be contacted within 30 days after enrollment.

National and State DNC list suppressions must be refreshed on at least a monthly basis.

OPEN Prospects Outbound Telemarketing:

In addition to DNC list adherence, the following internal AXP requirements apply to outbound telemarketing to OPEN/small business prospects:

- Only call businesses with more than \$500k revenue as identified by Dunn & Bradstreet or Infogroup.
- Only call business numbers listed in the Yellow Pages.
- Only call businesses where the associated address is identified as non-residential in the then-current U.S. Postal Service database.
- Must adhere to all sections of the Telemarketing Procedures, including the following:
 - Privacy Opt Outs
 - Contact Management Procedures
 - Acceptable Calling Hours
 - Restricted Calling Days

W. Privacy Opt-Outs

1. Inbound Servicing:

All programs must have a process to capture and process marketing opt-out requests for customers and prospects.

2. Inbound Marketing:

Same as Inbound Servicing, see Section 5.W.1.

3. Outbound Servicing:

Same as Inbound Servicing, see Section 5.W.1.

4. Outbound Marketing:

Same as Inbound Servicing, see Section 5.W.1.

X. Existing Business Relationship (EBR) Exception

1. Inbound Servicing:

Not applicable.

2. Inbound Marketing:

Not applicable.

3. Outbound Servicing:

Not applicable.

4. Outbound Marketing:

The TCPA and the TSR permit telemarketing calls to be placed to consumers on the National DNC Registry who have an “established business relationship” with the seller.

- The Federal Trade Commission (FTC) defines an **“established business relationship”** as one formed on the basis of the consumer’s purchase of the seller’s goods or services or a financial transaction between the consumer and seller within the 18 months preceding the call, or on the basis of the consumer’s inquiry or application regarding the seller’s products or services within the three months preceding the call (for American Express Card Member’s, a record of charge or fee transaction within the prior 18 months, or an application within the prior 3 months).
- Certain States have more restrictive exceptions for existing customers and do not allow the use of an EBR exception to contact customers on the DNC lists in those states.

American Express utilizes the EBR exception on a very limited basis and any request to grant a program an exception must be approved by the Privacy Office. All exceptions must be reviewed at least annually.

Y. DNC Letter Procedure

1. Inbound Servicing:

Upon request, a written description of our DNC practices must be provided to a Card Member or prospect. In addition, if the Card Member or prospect requests to be opted out from telemarketing, Representatives must follow established procedures to process a DNC request.

2. Inbound Marketing:

Same as Inbound Servicing, see Section 5.Y.1.

3. Outbound Servicing:

Same as Inbound Servicing, see Section 5.Y.1.

4. Outbound Marketing:

Same as Inbound Servicing see Section 5.Y.1.

Z. Insurance Product Sales

1. Inbound Servicing:

Not applicable.

2. Inbound Marketing:

All solicitations and sales of insurance products must be handled by Representatives who are licensed and appointed to sell insurance. Non-licensed Representatives must follow established procedures to dial transfer calls with customers who wish to learn more about or purchase an insurance product to a dedicated team of licensed Representatives.

- All scripts, call guides and disclosures for insurance products must be reviewed by Global Compliance and Ethics along with the Insurance Product Underwriter to ensure compliance with insurance-related regulatory requirements.

3. Outbound Servicing:

Not applicable.

4. Outbound Marketing:

Same as Inbound Marketing, see Section 5.Z.2.

AA. Claims of Unauthorized Enrollment or Material Errors in Sales

1. Inbound Servicing:

Card Members who claim unauthorized enrollment in any product should be informed the product will be canceled immediately. Representatives must not make any attempt to save or resell. The representative must also initiate the cancellation and follow the proper procedures to refund any fees charged as appropriate.

2. Inbound Marketing:

Not applicable.

3. Outbound Servicing:

Same as Inbound Servicing, see Section 5.AA.1.

4. Outbound Marketing:

Not applicable.

Procedures in Case of Material Error in Sale:

If through call monitoring, testing, or other means of self-identification it is discovered that a consumer was enrolled in or applied for a product without providing express informed consent or it is otherwise clear the consumer did not understand the material terms of the product, steps must be taken to redress the concern.

- These steps may include but are not limited to:
 - Contacting the consumer to discuss the apparent error.
 - Un-enrolling the consumer from the product or canceling the product (unless the consumer specifically requests otherwise).
 - Giving back any fees or charges incurred by the consumer.

- Taking other steps to remediate any potential harm (e.g., remove credit bureau inquiry if applicable).

BB. Retention

Requirements

1. Inbound Servicing:

Not applicable.

2. Inbound Marketing:

Detailed records of each telemarketing campaign must be retained for 25 months. Such records must include the following:

- Recording of call
- Telemarketing Scripts/call guides/disclosures
 - Must retain all scripts/call guides/disclosures and substantially different revisions (e.g., change in terms) for a rolling 25 month period and ensure easy accessibility of materials
- For all campaigns in which prospects are pre-approved / pre-screened for credit, scripts must be retained for 30 months
- Name and address of each purchaser
- Purchaser's phone number
- Date of enrollment
- Records of each express informed consent (EIC) of purchasers
- Promotional materials⁴
- Marketing collateral
- Description of the goods or services purchased
- Date the goods or services were shipped or provided
- Amount paid by the consumer
- Name, last known home address and phone number, and job title of each Representative working on the campaign

Call recordings related to the enrollment of an insurance product must be retained for 7 years.

American Express may assign record-keeping obligations to the Service Provider Partner by written agreement.

3. Outbound Servicing:

Not applicable.

4. Outbound Marketing:

Same as Inbound Marketing, see Section 5.BB.2, with the exception of Outbound Marketing to Puerto Rico, see below.

⁴ Refer to Global Advertising and Brand Management for record keeping requirements related to the fulfillment of promotional prizes.

The following records for all Puerto Rico Outbound Telemarketing calls must be retained for 5 years.

When making OB Telemarketing Calls to Puerto Rico the following requirements must be met:

- Callers must maintain an exact registry of all telemarketing activities, and must keep these records for five years. This registry must include, at a minimum:
 - The location of any telephone solicitor and the exact address of the different locations from which the calls originate.
 - Copies of the script or presentation of a specific product, which the salesperson must use during the telephone call to sell same.
 - Copies of all written authorizations of telemarketing transactions provided by the consumers.
 - The complete name and address of all the persons who have expressed that they do not wish to receive telephone solicitations and the date on which they made such notification.
 - Copy of the cancellation, reimbursement or return policy for any good or product offered by the telephone solicitor.
 - Materials that justify any claim regarding the performance, efficiency, nature or features of the goods or services subject of a telephone solicitation.
 - Any written consent for the use of the names of persons or organizations that endorse the product to be sold.

CC. Call Recording Encryption

American Express Service Provider Partners must follow encryption standards for call recording. All files of call recordings sent from our partners to American Express must be sent via Amex Secure File Transfer (Tumbleweed).

6.0 REVISION HISTORY

These Procedures are subject to continuous review. Amendments to these Procedures will be issued as necessary and will be recorded below.

Version	Changes by	Authorized by	Description of Change	Date
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1.0	N/A	N/A	Initial Procedures Release	March 31, 2015
2.0	WS Compliance	Vice President, WS Compliance	Procedural Update	November 1, 2015

7.0 APPENDICES

APPENDIX A - State Regulatory Matrix – Outbound Telemarketing

The requirements outlined in this matrix apply to both OPEN and Consumer outbound telemarketing programs unless noted otherwise.

State/US Territory	Permission to continue	No Rebuttal	DNC No EBR	Hours/Days Of Calling (see Notes)	Wireless Prohibition	Call Recording All Party Consent	Vendor Disclosure (Consumer Only)
	Requires the CCP to ask the customer for permission to continue a sales call and to promptly discontinue the call if the called party gives a negative response.	Requires the CCP to discontinue a sales presentation if the person called indicates s/he is not interested. Applies to Outbound calls only. Also, Publicly traded companies are exempt from rebuttals in some States.	The Existing Business Relationship (EBR) exception to the Do Not Call requirements does not apply in these States.	Some States have more restrictive outbound telemarketing hours noted in the chart.	In these States, Outbound calls may not be placed to cell phones regardless of the method of dialing. [This includes manually dialed calls]	Requires the consent of every party to a phone call or conversation to the call.	Some States require the Representative to disclose the name of the Service Provider placing the call on our behalf. The vendor disclosure must be provided at the onset of the call and before any sales pitch.
AK		▲ – Publicly traded exception					
AL				Consumer: 8:00 am – 8:00 pm No Sunday, holidays			
American Samoa							
AR		▲					
AZ					▲		
CA						▲	
CO							
CT				Consumer: 9:00 am – 9:00 pm		▲	
District of Columbia (D.C.)		▲					
DE						▲	
FL						▲	
GA							
Guam							
HI							

IA							
ID		▲					
IL						▲	
IN			▲				
KS		▲ - EBR					
KY	▲ - EBR			Consumer: 10:00 – 9:00 - EBR			
LA			▲	Consumer: 8:00 am – 8:00 pm. No Sundays, holidays or during declared state of emergency	▲		
MA				Consumer: 8:00 am – 8:00 pm - EBR		▲	▲
Marshall Islands							
MD						▲	
ME							
MI			▲	Consumer & OPEN: 9:00 am – 9:00 pm		▲	
Micronesi a							
MN				Consumer: 9:00 am – 9:00 pm			
MO							
MS		▲ –EBR - Publicly traded exception	▲	Consumer: 8:00 am – 8:00 pm. No Sundays, state holidays			
MT			▲			▲	
NC		▲ - EBR					
ND							
NE							
NH						▲	
NJ			▲	Consumer: 8:00 am – 9:00 pm	▲		▲
NM				Consumer & OPEN: 9:00 am – 9:00 pm			
Northern Mariana							
NV			▲	Consumer: 9:00 am – 8:00 pm		▲	
NY							

OH							
OK							
OR	▲						
PA		▲	▲			▲	
Palau							
Puerto Rico				9:00 am – 9:00 pm			
RI							
SC				Consumer: No Sundays			
SD	▲ - EBR	▲ - EBR	▲	Consumer: 9:00 – 9:00, No Sundays			▲
TN			▲				
TX				Consumer: 9:00 (Sundays 12:00) – 9:00			
UT		▲ - EBR		Consumer: No Sundays, state holidays			
VA							
Virgin Islands							
VT							
WA		▲ – EBR - Publicly traded exception				▲	
WI			▲				
WV							
WY				Consumer: 8:00 am – 8:00 pm - EBR			

APPENDIX B – 2016 State Telephone Solicitation Bans – Outbound Telemarketing

Telephone Solicitations Bans on State Holidays: (Consumer Only)

Five states (Alabama, Louisiana, Mississippi, Rhode Island, and Utah) have laws that prohibit AXP from performing outbound telemarketing to their residents on state and/or federal holidays. The designated holidays for these states are listed below. Should the Governor of any state proclaim additional DNC days, World Service Compliance will advise accordingly and suppression will be required.

Alabama (no telephone solicitations on state holidays)

- Christmas Day
- New Year's Day
- Martin Luther King, Jr.'s Birthday/Robert E. Lee Day (3rd Monday in January)
- Mardi Gras Day (Baldwin & Mobile Counties only) (day before Ash Wednesday)
- George Washington's Birthday/Thomas Jefferson's Birthday (3rd Monday in February)
- Confederate Memorial Day (4th Monday in April)
- Memorial Day (last Monday in May)
- Jefferson Davis' Birthday (1st Monday in June)
- The 4th of July
- Labor Day (1st Monday in September)
- Columbus Day/American Indian Heritage Day (2nd Monday in October)
- Veterans' Day (November 11th)
- Thanksgiving Day (4th Thursday in November)

Louisiana (no telephone solicitations on legal holidays)

- Christmas Day*
- New Year's Day*
- Martin Luther King, Jr.'s Birthday (3rd Monday in January)
- Mardi Gras (day before Ash Wednesday)
- Good Friday
- Memorial Day (last Monday in May)
- Confederate Memorial Day
- The 4th of July*
- Labor Day (1st Monday in September)
- Elections Day
- Veterans' Day (November 11th)
- Thanksgiving Day (4th Thursday in November)

No calls should be placed on Saturdays from noon to midnight (or, in the City of Baton Rouge, the Parish of Washington and the Parish of Orleans, no calls should be made at any time on Saturdays).

The governor may also proclaim other days as holidays, and these days will be confirmed on the list as the Legal Proclamations are made. These additional holidays may include Battle of New Orleans, Robert E. Lee Day, Washington's Birthday (3rd Monday in February), Confederate Memorial Day, Huey P. Long Day, All Saints' Day, Acadian Day (the Friday after Thanksgiving), and Inauguration Day in the City of Baton Rouge (2nd Monday of January, every four years -- the next holiday will be January 11, 2016).

* If the holiday falls on a Saturday, the preceding Friday shall be a holiday. If the holiday falls on a Sunday, the following Monday shall be a holiday.

Mississippi (no telephone solicitations on legal holidays)

- Christmas Day *
- New Year's Day
- Dr. Martin Luther King, Jr.'s Birthday/Robert E. Lee Day (3rd Monday in January)
- Washington's Birthday (3rd Monday in February)
- Confederate Memorial Day (4th Monday in April)
- Memorial Day/Jefferson Davis' Birthday (last Monday in May)
- The 4th of July
- Labor Day (1st Monday in September)
- Veterans' Day (November 11th)
- Thanksgiving Day (4th Thursday in November) *

* The Governor, at his discretion, may designate additional day(s) for further observance of the Thanksgiving and/or Christmas Seasons by proclamation.

Rhode Island (no telephone solicitations on state and federal holidays)

- Christmas Day
- New Year's Day
- Dr. Martin Luther King, Jr.'s Birthday (3rd Monday in January)
- Washington's Birthday (3rd Monday in February)
- Independence Day (Monday, May 4th)
- Memorial Day (last Monday in May)
- The 4th of July
- Victory Day (2nd Monday in August)
- Labor Day (1st Monday in September)
- Columbus Day (2nd Monday in October)
- Veterans' Day (November 11th)

- Thanksgiving Day (4th Thursday in November)

Utah (no telephone solicitations on legal holidays)

- Christmas Day
- New Year's Day
- Martin Luther King, Jr. 's Birthday (3rd Monday in January)
- Washington and Lincoln Day (3rd Monday in February)
- Memorial Day (last Monday in May)
- The 4th of July
- Pioneer Day (July 24th)
- Labor Day (1st Monday in September)
- Columbus Day (2nd Monday in October)
- Veterans' Day (November 11th)
- Thanksgiving Day (4th Thursday in November)

APPENDIX B – 2016 State Telephone Solicitation Bans – Outbound Telemarketing

Telephone Solicitations Bans on State Holidays: (Consumer Only)

Four states (Alabama, Louisiana, Mississippi and Utah) have laws that prohibit AXP from performing outbound telemarketing to their residents on state and/or federal holidays. The designated holidays for these states are listed below. Should the Governor of any state proclaim additional DNC days, World Service Compliance will advise accordingly and suppression will be required.

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- Martin Luther King, Jr.'s Birthday/Robert E. Lee Day (3rd Monday in January)
- Mardi Gras Day (Baldwin & Mobile Counties only) (day before Ash Wednesday)
- George Washington's Birthday/Thomas Jefferson's Birthday (3rd Monday in February)
- Confederate Memorial Day (4th Monday in April)
- Memorial Day (last Monday in May)
- Jefferson Davis' Birthday (1st Monday in June)
- The 4th of July
- Labor Day (1st Monday in September)
- Columbus Day/American Indian Heritage Day (2nd Monday in October)
- Veterans' Day (November 11th)
- Thanksgiving Day (4th Thursday in November)

Alabama treats Sundays as holidays. In Alabama, when a holiday falls on a Saturday, the holiday moves to Friday; when a holiday falls on a Sunday, the holiday moves to Monday.

Louisiana (no telephone solicitations on legal holidays)

- Christmas Day*
- New Year's Day*
- Martin Luther King, Jr.'s Birthday (3rd Monday in January)
- The Battle of New Orleans (January 8th)
- Inauguration Day (January 11th)
- Robert E. Lee Day (January 19th)
- Mardi Gras (day before Ash Wednesday)
- Good Friday
- Memorial Day (last Monday in May)
- Confederate Memorial Day (June 3rd)

- The 4th of July*
- Huey P. Long (August 30th)
- Labor Day (1st Monday in September)
- Elections Day
- Columbus Day (2nd Monday in October)
- All Saints Day (November 1st)
- Veterans' Day (November 11th)
- Thanksgiving Day (4th Thursday in November)
- The Day after Thanksgiving (Friday November 27th)

Louisiana treats Sundays as holidays.

No calls should be placed on Saturdays from noon to midnight (or, in the City of Baton Rouge, the Parish of Washington and the Parish of Orleans, no calls should be made at any time on Saturdays).

The governor may also proclaim other days as holidays, and these days will be confirmed on the list as the Legal Proclamations are made. These additional holidays may include Battle of New Orleans, Robert E. Lee Day, Washington's Birthday (3rd Monday in February), Confederate Memorial Day, Huey P. Long Day, All Saints' Day, Acadian Day (the Friday after Thanksgiving), and Inauguration Day in the City of Baton Rouge (2nd Monday of January, every four years -- the next holiday will be January 11th, 2016).

* If the holiday falls on a Saturday, the preceding Friday shall be a holiday. If the holiday falls on a Sunday, the following Monday shall be a holiday.

Mississippi (no telephone solicitations on legal holidays)

- Christmas Day *
- New Year's Day
- Dr. Martin Luther King, Jr.'s Birthday/Robert E. Lee Day (3rd Monday in January)
- Washington's Birthday (3rd Monday in February)
- Confederate Memorial Day (last Monday in April)
- Memorial Day/Jefferson Davis' Birthday (last Monday in May)
- The 4th of July
- Labor Day (1st Monday in September)
- Veterans' Day (November 11th)
- Thanksgiving Day (4th Thursday in November)*

* The Governor, at his discretion, may designate additional day(s) for further observance of the Thanksgiving and/or Christmas Seasons by proclamation.

Utah (no telephone solicitations on legal holidays)

- Christmas Day
- New Year's Day
- Martin Luther King, Jr.'s Birthday (3rd Monday in January)
- Washington and Lincoln Day (3rd Monday in February)

- Memorial Day (last Monday in May)
- The 4th of July
- Pioneer Day (July 24th)
- Labor Day (1st Monday in September)
- Columbus Day (2nd Monday in October)
- Veterans' Day (November 11th)
- Thanksgiving Day (4th Thursday in November)
- The Day after Thanksgiving (Friday November 27th)

EXHIBIT G**Policy: Global Merchant Services Telemarketing Guidelines*****Policy: Global Merchant Services Telemarketing Guidelines******Scope: GMS-US North America******Updated: July 8, 2015*****1. SCOPE & POLICY STATEMENT**

The US GMS Telemarketing and Servicing Call Procedure (the "GMS Guidelines") will adhere to the World Service Telemarketing Procedures effective March 31, 2015 (the "Procedures") which sets forth the legal and American Express policy requirements for inbound and outbound telemarketing and servicing calls to consumers and small businesses and prospects, with specific exceptions for B2B set forth below. These GMS Guidelines shall be regularly updated to reflect changes in the American Express policy, law and business requirements.

References in the Procedures to Cardmembers and consumers should be read as references to merchants for purposes of interpretation.

The GMS Guidelines do not apply to calls which are governed by another Procedure, such as calls placed for credit/collections or customer survey purposes. Please refer to GMS Compliance and GCO contacts for policies related to credit/collections and customer survey calls.

Please direct any questions about this Procedure and GMS Guidelines to the US GMS Compliance team.

Note: The GMS Guidelines and exceptions thereto are based on the premise that the caller is calling the business line of the company/business.

II. DEFINITIONS**Telemarketing Calls**

B2B telemarketing is defined as unsolicited communications via the phone conducted by American Express Travel Related Services, Inc. ("American Express") or an entity representing American Express to another business entity, specifically defined as a merchant or prospective merchant with a primary purpose to promote an American Express merchant product or service that results in a commercial benefit to American Express.

Servicing Calls

Servicing Calls are calls made to existing merchants whose primary purpose is finalizing merchant set-up, providing Merchants with information they need to know about their account, answering questions about a product or service, addressing suppression related issues, or addressing cancellation threats.

Servicing calls are not subject to do not call American Express opt-outs.

General Market Research Calls

General Market Research Calls are calls made to prospects to inquire about their general credit card acceptance.

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III. DO NOT CALL

GMS is not legally required to scrub against Federal or State Do Not Call lists.

IV. OPT-OUTS

GMS must scrub against American Express internally maintained merchant marketing preferences before making any outbound marketing call. GMS must have a mechanism in place to accept and capture any requests from prospects and merchants to opt-out of receiving future telemarketing calls during an IBTM or OBTM.

All opt-out requests must be maintained in a database within thirty (30) days from the date the opt-out was received by GMS. The database must be refreshed to include new opt-outs every thirty (30) days. All third parties who conduct telemarketing on behalf of GMS must capture and convey American Express specific opt-outs to GMS within thirty (30) days. All B2B telemarketing lists must be scrubbed for American Express opt-outs prior to campaign execution.

V. WIRELESS DEVICES

GMS does not use auto-dialing or pre-recorded messages for telemarketing.

There is no prohibition against *manually*-dialed OBTM calls to wireless numbers, other than in the states of Arizona and New Jersey.

Manually-dialed OBTM calls to wireless devices in the state of Arizona may only be placed to existing customers (i.e. businesses that have a merchant account and business phone number on file).

Manually-dialed OBTM calls to wireless devices are strictly prohibited in the state of New Jersey.

All other requirements under the Procedures apply to GMS Telecommunications. Calls to Numbers assigned to wireless devices (pagers, cell phones, etc.) when made with automatic dialing equipment (including predictive dialers) without the call recipient's consent are prohibited.

VI. RESTRICTED DAYS

Inbound Calls: No restricted days.

Outbound Telemarketing Calls: GMS to follow the Procedures outlined for OPEN Outbound Marketing.

CONTACT

If you have any questions relating to this Policy, please contact the GMS Privacy Team by filling out and submitting an online Information Sharing & Privacy Form. The form can be found at:

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<https://central886.intra.aexp.com/NICP/Pages/Users/PolicyDocuments.aspx?req=PBP>

To access the form, on the left navigation of the home page:

- Click on "Make an Inquiry."
- Click on "Information Sharing & Privacy" to open the form.
- Fill out the form and hit "Submit."

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Exhibit H

Information Protection Contract Requirements

1. **DEFINITIONS.** “**Agreement**” means Master Teleservices Agreement Number CW2408047 “**Applicable Processing Law**” means all applicable laws, regulations, rules and guidance pertaining to privacy, data Processing, data protection, data security, encryption, and confidentiality. “**AXP**” means the American Express entity executing the Agreement. “**Provider**” means Convergys Customer Management Group Inc. “**Covered Data**” means, in any form, format or media, as provided by or on behalf of AXP or any of its affiliates, any: (a) confidential information under the Agreement, and (b) Personal Data that Provider Processes in connection with the Agreement. “**Including**” or “**including**” means “including, but not limited to”. “**Personal Data**” means any: (i) individually identifiable information from or about an identified or identifiable individual, or any information that is combined with such individually identifiable information, including information that can be used to authenticate that individual or access an account, or (ii) information protected as personal data under Applicable Processing Law. “**Process**” means to obtain, have access to, organize, copy, alter, use, disclose, erase, destroy or any other form of processing.

2. DATA SECURITY OBLIGATIONS.

2.1.Data Security Program. Provider shall:

2.1.1. Requirements. Maintain, monitor and enforce a comprehensive written data security program and only Process Covered Data in compliance with this IPCR and Applicable Processing Law, including: (a) security principles of “segregation of duties” and “least privilege” with respect to Covered Data, including a process by which employee and contractor user accounts may only be created with proper leadership approval and are timely deleted, an auditable history of changes, and an annual review and remediation for excess access authorization; (b) retention policies applicable to Covered Data for all reports, logs, audit trails and other documentation that provides evidence of data security, systems, and audit processes and procedures; (c) policies applicable to Covered Data documenting the consequences for violations of data security policies; (d) deploying security patches to all systems that Process Covered Data as necessary to comply with this IPCR and Applicable Processing Law; and (e) securely returning or disposing of all Covered Data once Provider no longer needs Covered Data, including upon Agreement termination, except if retention is required for Provider to comply with Applicable Processing Law, in which case this IPCR survives the Agreement and continues to apply.

2.1.2. Data Loss Prevention Program. As applicable, maintain, monitor and enforce a data loss prevention automated program designed to detect and block data transfers of Covered Data consisting of U.S. social security numbers, United Kingdom national insurance numbers, AXP card holder account numbers, or other AXP customer financial account information, if such transfers do not comply with this Agreement.

2.1.3. Standards. If Provider Processes Covered Data containing card holder or other financial account data under this Agreement, then Provider shall certify that Provider’s data security program complies with Payment Card Industry Data Security Standard (“PCI DSS”), ISO 22307 and ISO 27000. If Provider has executed a card acceptance agreement with AXP to accept AXP cards, and that agreement conflicts with the IPCR, then that agreement controls.

2.2.Safeguards and Security Incidents.

2.2.1. Safeguards. Provider shall use its data security program to maintain, monitor and enforce reasonable organizational, administrative, technical and physical safeguards to protect the security, integrity, confidentiality and availability of Covered Data, including to protect against: (a) any anticipated threats or hazards, and (b) any accidental, unauthorized or unlawful Processing, loss, or other compromise of Covered Data (each, a “**Security Incident**”). Provider shall promptly remediate all Security Incidents.

2.2.2. Security Incident Notice to AXP. In order to facilitate AXP’s compliance with incident response program requirements under AXP’s policies, procedures and practices, as well as under Applicable Processing Law, Provider shall provide AXP notice within 24 hours of any Security Incident by phone (1-888-732-3750 or 1-602-537-3021) and in writing at EIRP@aexp.com. AXP acknowledges that Provider may have separate notification duties under Applicable Processing Law. Subject to such duties: (a) Provider shall not make any public or other announcements or admissions of liability regarding the Security Incident, to the extent affecting AXP or its card holders, customers, employees or individual contractors (“**AXP Individuals**”), without the prior written consent of AXP, and (b) the provision of Security Incident notifications to AXP Individuals, and to applicable governmental authorities regarding such affected AXP Individuals, including the content, shall be at the reasonable discretion and reasonable direction of AXP. If Provider determines that it must provide any such AXP Individual or government notifications under Applicable Processing Law, Provider shall provide AXP with reasonable prior notice of such notifications (via methods above). Despite any Agreement confidentiality duty, AXP may disclose Security Incidents per Applicable Processing Law and to mitigate risks of fraud or other harm.

2.2.3. Response Protocol. For the avoidance of doubt, Provider shall be responsible for reasonable costs in connection with a Security Incident, including those costs incurred by AXP related to investigation, remediation, monitoring and notification in connection with such Security Incident. Notwithstanding the foregoing, Provider shall not be responsible for the costs of a Security Incident directly and solely caused by AXP.

2.3.**Processing**. Provider shall Process Covered Data per AXP instructions.

2.4.**Material Modifications**. Provider shall provide AXP with 90 days prior notice of a material modification to the process, method or means by which Covered Data is Processed (including any geographic change). If AXP reasonably determines and notifies Provider that such modification could materially degrade Covered Data security, then Provider shall not make such modification.

2.5.**Data Transfers**. Provider shall encrypt Covered Data in compliance with Applicable Processing Law and in the following circumstances: (a) the Processing of Covered Data on any mobile device or mobile storage or removable media, including laptop computers, smart phones, USB devices (“thumb drives”) and tapes/DVDs, and (b) electronic transfers of Covered Data by Provider outside of its network.

2.6.VTA. If Provider hosts an Internet-facing and/or mobile application capable of Processing Covered Data, then Provider shall annually have a vulnerability threat assessment (“**VTA**”) performed by a reputable vendor (from the then-current Payment Card Industry Council Approved Scanning Vendor list) and provide AXP with a summary attestation of the VTA including: (a) a definition of how the vulnerabilities are rated (e.g., high / medium / low, serious / moderate / minimal), (b) evidence that the application has no open vulnerabilities at the high rating, and (c) the number of vulnerabilities at any below high ratings and evidence that such vulnerabilities have been promptly remediated.

2.7.Validation: Policies and Procedures, Third Party Assessments. Upon request by AXP, Provider shall document and promptly provide to AXP: (a) copies of any privacy, data Processing, data protection, data security, encryption and confidentiality-related (i) Provider policies, procedures, and standards (including escalation procedures for non-compliance) and (ii) third party assessments, test results, audits or reviews (e.g., SSAE 16, SOC I, II and III, SysTrust, WebTrust, or perimeter certifications), or other equivalent evaluations in its possession or control; and (b) any other information requested by AXP to comply with Applicable Processing Law or AXP auditing requirements; provided that such copies may be redacted to remove confidential or proprietary information of Provider’s other customers. Provider’s perimeter test results may be limited to a summary of findings’ testing scope, number and severity and remediation estimated dates. In addition, upon Provider’s written notice, AXP shall provide its summary findings to Provider of any material vulnerabilities uncovered in the scans that AXP may perform from time-to-time of Provider’s Internet-facing applications.

2.8.AXP Inspections. In order to facilitate AXP’s compliance with its internal policies, procedures and practices, as well as Applicable Processing Law, Provider shall reasonably cooperate with AXP, its designees and government authorities, in connection with inspections of Provider and its affiliates or subcontractors storing Covered Data, on-site or by phone, and with self-assessment security compliance reviews (including inspections and reviews for privacy, data Processing, data protection, data security, encryption or confidentiality-related compliance). On-site inspections will be performed upon reasonable advance notice during Provider’s regular business hours.

2.9.Training. Provider shall provide privacy, data Processing, data protection, data security, encryption, and confidentiality awareness training annually to all individuals authorized by Provider to Process Covered Data. Training shall occur before such individuals Process Covered Data, and such individuals shall repeat such training annually. AXP may review Provider’s training materials (or a reasonable summary) upon reasonable advance notice to Provider.

2.10. Affiliates and Subcontractors. If Provider subcontractors or affiliates (“**Contractors**”) Process Covered Data on behalf of Provider per AXP’s express approval elsewhere in the Agreement, Provider shall: (a) either (i) ensure that each Contractor acts as a user under Provider’s written data security program, or (ii) ensure that each Contractor’s written data security program complies with this IPCR via sufficient diligence and oversight; and (b) be responsible for the acts and omissions of Contractors and all Provider employees as if their acts and omissions were made by Provider.

**ATTACHMENT H-1 to the MASTER EXHIBIT IPCR
SUPPLEMENTAL TECHNOLOGY REQUIREMENTS
FOR THIRD PARTY PROVIDER SERVICE AGREEMENTS
LAST MODIFIED 03/25/2014**

All Providers must comply with the requirements in this Exhibit before providing services to AXP. **No changes should be made to this document.** Any variances or exceptions must be documented and approved in the “Supplemental Information Protection and Technology Requirements Riders Agreement”. The Rider Agreement will be of no force or effect until a duly authorized representative of each party has executed the document attached hereto. All variances or exception requests are subject to AXP approval.

1.0 Information Security & Information Technology Policies and Lifecycle Management

1.1 Information Security (*IS*) and Information Technology (*IT*) policies, standards and procedures must be reviewed and updated, at minimum, annually and as appropriate following a lifecycle management procedure in accordance with any AXP IS Policy changes.

1.2 Provider must conform to any migration path defined by AXP in relation to updating, creating or modifying any and all AXP Information Security (*IS*) and Information Technology (*IT*) policies, standards and procedures which shall, in all material aspects, conform to current PCI standards.

1.3 Noncompliance with any of the AXP Information Security Standards, Policies or Procedures that has been provided to Provider prior to date upon which compliance is required may result in disciplinary action up to and including termination of the Agreement in accordance with Section 3.2 of the Agreement.

2.0 AXP Data & Information Ownership Standards

2.1 AXP Data and Information Creation and Classification. All information, regardless of media or location, must be classified based on the pertinent impact to AXP as a result of unintended or inappropriate disclosure, corruption or loss.

2.1.1 AXP Data Classification Descriptions:

Public - AXP Public information is intended for public consumption and distribution. AXP public information requires no special controls.

Business Confidential - AXP Internal information is used by and available to support business operations, and is intended for use when conducting company business.

Restricted - AXP Restricted information is valuable and gives the Company a competitive advantage. If misused, AXP Restricted information could affect the legal rights, obligations or financial status of the Company. Access to this information is limited to specified groups.

Secret - AXP Secret information is highly valuable and gives the Company a competitive advantage. If misused, AXP Secret information could affect the legal rights, obligations or financial status of the Company. Access to this information is limited to named individuals or groups.

- 2.2 AXP Data and Information Labeling - Printed and electronic media must display the information classification and revision date as appropriate for the format and media.
The information must be consistently labeled as it is moved from one location to another.
- 2.3 AXP Data and Information Handling - All information must be handled according to information classification
- 2.4 AXP Data and Information Retention - Retain information only as long as needed to satisfy legal, regulatory and business requirements
- 2.5 AXP Data and Information Disposal - Dispose of in a secure manner that is reasonably designed to render the information permanently unreadable and not reconstructable into a usable format (i.e., in accordance with the then-current U.S. Department of Defense, or similar data destruction standard or CESS standards, as applicable).
 - 2.5.1 Methods of data destruction:
 - Overwriting
 - Degaussing
 - Physical Destruction (Preferred)
- 2.6 All AXP Data that is required to be deleted or destroyed shall be monitored or overseen by AXP, or approved for 3rd party destruction either remotely or on-site, to the satisfaction of AXP in accordance to the above referenced Data Destruction Policy. An approved 3rd party can be used (e.g., Iron Mountain) as long as there is a certificate of destruction and an audit trail of possession (aka chain of custody).

3.0 Compliance Audits & Inspections

3.1 In conjunction with Exhibit H (Information Protection Contract Requirements or “IPCR”), Provider will undergo, at Provider’s own cost, data security and compliance audits pertaining to the Services and consistent with industry best practices similar to the Services. Audits must be conducted by qualified independent 3rd party assessors on behalf of Provider and AXP based on the type of audit or assessment being performed, unless otherwise agreed to by AXP. As it relates to the Services, Provider shall make available any third party data processing or information security, data protection and/or privacy-related assessment, test results, audit or review (or other equivalent evaluations) in its possession or control to AXP upon AXP’s request in a timely manner; provided that such materials may be redacted to remove confidential or proprietary information of Provider’s other customers.

3.2 Annual Reports & Audits:

3.2.1 Provider will provide on an annual basis Payment Card Industry Data Security Standard (“PCI DSS”) Level 1 Certification. A Qualified Security Assessor (“QSA”) must validate the certification. Provider will provide evidence of this certification annually, unless otherwise agreed to by AXP.

3.2.2 Convergys shall annually provide AXP with a copy of its standard Service Organization Control 2 (“SOC 2”) Type II report as part of the Statements on Standards for Attestation Engagements No. 16 (“SSEA 16 Audit”).

3.3 Quarterly Reports & Audits:

3.3.1 Provider will provide evidence of the summary report for a network perimeter or Vulnerability Threat Assessment (“VTA”) at least quarterly for any segment of Provider’s network that is internet facing or those houses, stores or transmits any AXP Data

3.3.1.1 VTA must be performed by independent 3rd party scanning vendor approved by AXP

3.4 Provider will remediate any outstanding issues/findings in accordance with Section 7f of the Agreement Exhibit H (Information Protection Contract Requirements).

4.0 Network Deployment & Application Architecture:

- 4.1 Applications handling Restricted data must use *N*-tiered architecture (e.g. proxy, presentation, application/business, and database tier) unless otherwise agreed to by AXP.
- 4.2 Provider network connectivity:
 - 4.2.1 Must utilize the AXP Global MPLS Network (GWAN) unless otherwise agreed to by AXP.
 - 4.2.2 Failover between WAN connections must be dynamic requiring no manual intervention on the AXP side.
 - 4.2.3 Border Gateway Protocol (BGP) is the only dynamic routing protocol allowed to be used between AXP and a third party.
- 4.3 Packet-sniffing firewall must control inbound traffic to Presentation Tier and allow only required port access.
- 4.4 Presentation tier for Intranet-based applications must not be located in Internet DMZ (e.g., Intranet web servers must not reside in the same network segment as Internet web servers; Intranet traffic cannot be processed on the same web servers as Internet traffic).
- 4.5 Firewall or ACL-controlled router must control traffic between Presentation Tier and Application Tier. Presentation Tier servers can only access Application Tier servers and cannot access Data Tier servers. Only required port access is allowed.
- 4.6 Firewall or ACL-controlled router must control traffic between Application Tier and Data Tier. Data Tier servers can only be accessed by Application Tier servers. Only required port access is allowed.
- 4.7 Network access to production servers must be limited to appropriate support personnel (server administrators, implementation/deployment specialists, and data base analysts) and not to system and application developers. Only restricted network segments and/or machines belonging to the above-referenced groups can be allowed access. Neither network devices nor servers may be administered over the Internet. Access must be either from on site or token controlled VPN remote access.
- 4.8 Wireless protocol access points must be segregated via ACL-controlled router or firewall from network segments handling AXP-related traffic. Any AXP data transmitted over network segments that incorporate wireless protocol must use WPA/WPA2.
 - 4.8.1 Access to wireless networks must be authenticated

4.8.2 Wireless clients must run current AXP-approved anti-virus software and host-based intrusion prevention, which is maintained in accordance with AXP Malicious Code Standard (*AXP-IS 11.01 Malicious Code Standard*).

4.8.3 Wireless clients must have security-related operating system patches applied that have been deemed "critical" in accordance with AXP Software Maintenance Standards (*AXP- IS 13.03 Software Maintenance Standard*).

4.9 All network traffic must be controlled and managed using securely configured network devices

4.10 Provider shall make available public IP addresses for network routing, unless otherwise agreed to by AXP

4.10.1 If the Provider requires address allocation on their private network (e.g. *RFC1918 standard*) for their hosts, then the Partner will assume all responsibility for performing NAT on that space to an AXP assigned non-registered address space

4.11 Remote Access to AXP Data and information systems requires valid business justification and appropriate leader approval

5.0 Data Layer & Segregation:

Failure to comply with the data and encryption requirements below will result in Severity Level 1 credits as shown in Master Exhibit J - Credit Schedules for Breach of Contract

5.1 Access to data should be restricted to authorized personnel only

5.2 All data access must be logged

- a) Log on attempts (successful and unsuccessful), including both user- and application-initiated logon activity
- b) Security administration and other privileged user activity
- c) End user activity, date & timestamp, data access/modification information, etc.

5.3 Appropriate purging activities need to be implemented – data cannot be kept beyond immediate processing need or agreed upon retention period. This includes data backups and data archives.

5.4 Although physical segregation is preferred, vendor must, at minimum, ensure logical segregation of AXP data from non-AXP data. Data is

logically segregated when the access to specific records or elements can be controlled such that it can only be accessed by those persons, processes or systems which are specifically authorized to do so.

- 5.5 Application and Database Management System (DBMS) must guarantee data integrity through use of transaction methodology. All database implementations shall support discrete transactions which can be “rolled back” to pre-transaction state if necessary. Consistency shall be achieved across multiple database applications through use of multi-phase transaction methodologies.
- 5.6 In the event that AXP data is compromised or there is suspicion that AXP data may have been compromised, AXP must be notified upon discovery. A root cause analysis must be provided to AXP within 24 hours of the notification.
- 5.7 Production systems and AXP data must have appropriate backup strategies allowing for minimal loss of data and disruption of service. AXP data backups must be stored in a secure, offsite location. Backup media is considered “data at rest” and must be encrypted and segregated per the requirements described below in Section 6 – Data Security Protocols & Encryption.

6.0 Data Security Protocols & Encryption:

- 6.1 Encryption of AXP Data at Rest:
 - 6.1.1 Provider will adhere to the current *AXP IS 12.0 Encryption Policy* requirements and standards as defined and refreshed at any time by AXP
 - 6.1.2 All AXP data at rest, including Personally Identifiable Information (“PII”) and any Level 3 data or higher (*see Data Classification Descriptions above in section 2.1.1*) must be encrypted unless otherwise approved by AXP.
 - 6.1.3 All PII and/or customer/account data must be stored using the current PCI encryption standards.
 - 6.1.3.1 Maximum key life cannot exceed 2 years.
 - 6.1.3.2 Keys used for encryption must be stored hashed.
 - 6.1.4 Application level encryption is required unless otherwise agreed to by both parties.

- 6.1.5 AXP reserves the right to a “view only review of the Provider’s cryptographic controls and processes upon request of AXP.

6.2 Data Transmission:

- 6.2.1 Non-public customer information (i.e., Personally Identifiable Information, or PII) and financial information transmitted over the Internet (including email) must be encrypted based on current PCI standards.
- 6.2.2 SSL/TLS and IPSec (WPA2 for wireless) should be used to transmit sensitive data across public networks (such as the Internet) to allow for mutual authentication, data integrity, confidentiality and non-repudiation of origin.
- 6.2.3 Application layer encryption required unless otherwise agreed to by AXP.
- 6.2.4 Hard-coded IP addresses must be avoided – name resolution must be used.
- 6.2.5 SNA/LU2/LU6.2 must not be used. “screen scraping” must not be implemented.
- 6.2.6 Automated balancing & controls must be established to ensure the integrity, sequence and non-duplication of all data files transmitted. The method of file balancing and control required will be determined by AXP at time of implementation in accordance with AXP policies and standards (e.g. *AEMP 16 - System Control Requirements*).

6.3 Web Service/SOAP Security:

- 6.3.1 All SOAP based web services are required to interface with AXP’s web service manager using transport and message level security
- 6.3.2 Channel security will be established using mutual authentication & authorization via SSL certificates through the AXP web services management HTTPS proxy
- 6.3.3 Consuming Provider applications must use message level security consisting of digital signatures based on Public Key Infrastructure (PKI)
- 6.3.4 Provider will procure separate Class 3 certificates for test and production from a Certifying Authority (CA)

6.3.4.1 Certificates must be able to perform client authentication.
Self-signing certificates are not allowed.

7.0 Key Management and Certificate Lifecycle:

7.1 General Key Management:

- 7.1.1 All keys, which include those used in test and production, shall have a single documented purpose and a documented lifetime prior to being created.
- 7.1.2 Symmetric keys are not to be shared between more than 2 parties
- 7.1.3 Key length and lifecycle are defined in AXP IS 12.01 based on specific type of encryption algorithm deployed and the purpose and/or role of the key.
- 7.1.4 Keys used to support AXP production, i.e., “prod” keys, and keys used to assess crypto functionality or verify crypto procedures, i.e., “test” keys, shall not be mingled together between production and test environments. Specifically, production keys shall not be used in test environments and test keys shall not be loaded or used in production environments.
- 7.1.5 The crypto key lifecycle involves all stages of the key, which includes: generation, backup, distribution, usage, archive and secure destruction. All activities involving the key during its entire lifecycle shall be performed within a Tamper Resistant Security Module (“TRSM”), also known as a Hardware Security Module (“HSM”) that is rated at least FIPS 140-2 level 3 compliant
- 7.1.6 All activities performed around each stage of the key lifecycle shall be documented, with documentation being made available to AXP for review upon request. This includes, but is not limited to, key exchanges, loading of keys into production systems for use, methods to backup and restore a key, etc

7.2 Europay MasterCard Visa (EMV) Chip & Magnetic Stripe Key Management (*Global Card Issuance Only*):

- 7.2.1 Cryptographic infrastructure capabilities for chip card payment solutions must include symmetric key cryptographic algorithm capabilities as well as asymmetric key pair generation capability using Rivest, Shamir and Adleman (RSA) and SHA-2. This must be in line with AXP Encryption Policy (*AXP- IS 12 Encryption Policy*) and supporting standards.

7.2.1.1 Cryptographic infrastructure capabilities for Chip card payment solutions must utilize certificates signed by RSA Key Length of 1152 bits or higher and conform to a migration path to higher key lengths in line with published timelines of AXP IS Standards and Policies (*AXP - IS 12.01 Cryptographic Algorithm Standard*).

7.2.2 As per AXP security and chip card standards, all EMV based products shall use Dynamic Data Authentication (DDA) and/or Combined DDA Application Generation (CDA). Specifically, there shall be no support of Static Data Authentication (SDA).

7.2.3 Europay MasterCard Visa (EMV) based products must use Card Offline Data Authentication (ODA) methods in line with the AXP Global ODA Mandates

7.2.4 Provider must comply with all aspects of AXP Chip Card Protection Profile.

8.0 Intrusion Detection:

- 8.1 Required network-based intrusion detection including console (e.g., NetRanger).
- 8.2 Host-based intrusion detection required (assuming availability on the deployment platform) for servers handling Level III, High Impact data or higher.

9.0 Patches and Software:

- 9.1 Provider agrees to immediately deploy critical security patches to all systems within its enterprise in order to mitigate risks associated with a potential security exploit.
- 9.2 Provider agrees to employ manufacturer supported application software including all related software maintenance updates (patches) on any system that participates in the business process contemplated under the Agreement.

10.0 Application/Change Management:

Failure to comply with the Application/Change Management requirements below will result in
Severity Level 2 credits as shown in Master Exhibit J - Credit Schedules for Breach of Contract

- 10.1 Systems Development Methodology: Provider will provide to AXP, at AXP's request, a review of Provider's methodologies used in Provider's systems development and implementation activities and copies of any documents describing the methodologies
- 10.2 Any development or systems changes initiated by AXP done to any application, system, data bases, or connectivity that can affect the delivery of services of any work performed on behalf of AXP or data retained for AXP should have:
 - a.) Alignment with the applicable, assigned Business Systems Analyst before any work product can be implemented into production.
 - b.) Business & technology requirements documented.
 - c.) Approval of requirements from AXP.
 - d.) Installation and back out plans in place.
 - e.) Pre-production testing and validation by both AXP and Provider
 - f.) Post-production testing and validation by both AXP and Provider
 - g.) Post-production business sign-off and approval by AXP
- 10.3 Any new or modified software or application changes must be tested in a controlled non-production environment. Development tools must not exist in the production environment.
- 10.4 Any changes to original program documentation or requirements should be documented via Change Control, including the revision history and approved by AXP.
- 10.5 The Provider must: 1) provide assurances that the software does not contain undocumented features, 2) ensure that it does not contain hidden mechanisms that could be used to compromise the software security and 3) ensure that it will not require the modification or abandonment of controls found in the operating system under which it runs.
- 10.6 Source code must not exist in the production environment with the following exceptions: client-executing scripts (e.g., JavaScript/ECMAScript); server-executing presentation languages (e.g., ASP, HTML).
- 10.7 Production data must not be used for testing/development activities.
- 10.8 When promoting any changes from the testing environment to the productions environment, back out plans must be in place (except for

situations where nature of the change precludes back out) to allow restoring the system to the previous working state.

- 10.9 Production and non-production (test) environments must be segregated (e.g., separate access, tools and networks) to reduce the risk of unauthorized access, unintended modification, disclosure and fraudulent activity. Test environments must not access production systems/services.
- 10.10 All System/Service/Automation User ID's and passwords must be different between test and production environments.

11.0 Systems Compatibility & Availability:

Failure to comply with the Information Security Operations Standards requirements below will result in Severity Level 2 credits as shown in Master Exhibit J - Credits Schedules for Breach of Contract

- 11.1 At a minimum, the systems used by Provider to provide the Services will be comprised of, and employ, technology which meets all applicable AXP IS Standards that have been provided to Provider prior to the required date of compliance as well as the standards commonly accepted in Provider's industry for such systems
 - 11.1.1 Provider shall be responsible for all of the Provider's systems, including telecommunication systems, interfacing with AXP's systems.
 - 11.1.2 If Provider initiates any change, modification or removal of any the Provider's systems, processes or interfaces that results in Provider's systems becoming incompatible with AXP due to any hardware, software or connectivity changes; Provider shall pay all costs, including those costs incurred by AXP, necessary to make such systems compatible. If such systems become incompatible after migration solely due to systems changes by AXP, AXP will pay the reasonable costs necessary to make such systems compatible. AXP may negotiate for itself and on behalf of Provider to ensure the reasonableness of such costs.
- 11.2 System availability requirement will be maintained at a minimum at the target rate of 99.25% during the program hours of operation at all times during the Solution Delivery Lifecycle, unless otherwise agreed upon by AXP
 - 11.2.1 System availability will be measured on a monthly basis

11.2.2 Provider will, upon AXP request, produce on a monthly basis reporting that provides system availability results including total percentage of downtime tracked due to both internal and external causes clearly identifying each, ownership of the issue and the length of time the system was not available.

11.2.2.1 Incident reporting will be tracked daily and available to AXP upon request

12.0 Information Security Operations Standards:

Failure to comply with the Information Security Operations Standards requirements below will result in Severity Level 2 credits as shown in Master Exhibit J - Credits Schedules for Breach of Contract

12.1 System and application logging must be enabled in production systems. Application logging must be appropriate to support business and governance processes applicable to a given technology platform and/or system

12.1.1 Audit logging must be configured to prevent logs from rolling over within acceptable business-driven timeframes in accordance with the Record Retention Schedule.

12.1.2 Logs must be classified based on their content and be made available upon request of AXP

12.1.3 Audit logs must contain, at a minimum the following:

- Startup & shut down date and time
- Event date and time
- Valid login and logouts
- Invalid login attempts
- Privileged access activities (e.g., ID creation and deletion, access-rights modifications, password resets, configuration changes)

12.2 Segregation of duties must be incorporated into Provider system access. System and application developers must not have access to production servers or data. Developer accounts must not exist on production systems.

12.3 Only systems administrators, implementation/deployment specialists, and database analysts can log into production servers. Each must be assigned an individual User ID. Database administration must be performed by persons other than systems administrators, auditors, and developers.

- 12.4 Rights for Applications, File services or system resources must only be granted to individuals “as needed”, with “least privilege”, and only for as long as necessary to complete the immediate task. Dedicated systems administrators are the only exceptions to this rule, and their responsibilities must not include any application development or data analysis tasks aside from system performance data (i.e., drive capacity, CPU and memory utilization, etc.).
- 12.5 Inactivity timeout mechanisms must be in place to secure a system from session abandonment. Re-establishment of a timed out session requires system re-authentication.

13.0 Workstation/Laptop Standards:

- 13.1 All workstations which allow access to AXP Data must be controlled through the use of Active Directory Services (maximum of one (1) primary active directory ID per user except in the case of administrators which may require additional ID's) including audit logging of all systems access. All software used on any workstation must be properly licensed and used in accordance with the applicable license agreement. All such workstations must be:
 - a.) located in a physically segregated work area;
 - b.) positioned to face away from any common areas of the facility such as windows;
 - c.) equipped with appropriate access control, including password protected screen savers, and/or time-out after 10 minutes or less of non-use for Administrative users and 15 minutes or less of non-use for General users.
 - d.) configured with current anti-virus software and spyware software and provide a mechanism to ensure that the anti-virus software is kept current.
- 13.2 Any laptop that contains AXP data must be equipped with appropriate access control, configured and kept current with anti-virus and spyware software and spyware software and protected with whole disk PC encryption software.
- 13.3 All workstation or laptop hardware in use must be covered by manufacturer's support or in house specialize support and must be capable of running required AXP applications.
- 13.4 All workstation, laptop and server software must be the manufacturer's “generally available” version still supported by the manufacturer or in house specialized support and must be capable of running required AXP

applications. AXP must be notified in writing if the software falls out of warranty or becomes unsupported by the manufacturer.

- 13.5 All workstations, including PC's and laptops, must use an active web washing process to block black listed sites under the AXP Acceptable Use Policy such as any social network web sites (e.g. Facebook, Twitter, Chat Rooms, etc.) as well as any and all free email providers (e.g. Gmail, Hotmail, Yahoo mail, etc.). Copying or transmitting software and/or documents protected by copyrights (such as clips from publications that are protected by copyright laws) is also strictly forbidden. This security requirement is in addition to Agreement Exhibit A (Non-Disclosure and Workstation Rules Agreement) as well as Exhibit H, Exhibit A (Data Protection and Confidentiality Rules) and shall not in any way limit, relieve or excuse the Provider from any of its responsibilities or security obligations under the Agreement or as defined in the IPCR (Information Protection Contract Requirements).

13.5.1 If certain Provider employees have a legitimate business need to use any web site that may be restricted by AXP, the Provider may submit an exception request to AXP for review.

14.0 User ID Requirements:

- 14.1 Unique ("single user") ownership of user ID
- 14.2 User ID must be locked after three (3) consecutive invalid login attempts are received in the same authentication session.
- 14.3 User ID must be locked after (at most) ninety (90) days of inactivity.
- 14.4 User IDs inactive for ninety (90) continuous days must be purged and not reassigned to a user other than the original assignee.
- 14.5 A user (person/individual) may not have multiple user ID's for a given application.
- 14.6 Default application, guest, and operating system User IDs must be permanently disabled. If the User IDs cannot be disabled or renamed, the Provider-supplied passwords must be changed.
- 14.7 User IDs must be disabled upon termination of employment or business relationship with 3 business days after the termination date
- 14.8 User IDs must not be shared

14.9 Automation IDs or System IDs must uniquely identify and be associated with a single entity

14.9.1 System IDs must be identified and documented by the applicable AXP owner

14.9.2 System IDs must not span multiple environments (Production, Test & Development)

14.10 User IDs for high risk applications must also:

- Be certified at least annually for the need for the ID
- Be certified at least annually for the entitlements of the ID

15.0 Password Requirements:

15.1 Passwords must never be shared or disclosed to another user.

15.2 The user must not be able to reuse the previous twelve (12) passwords.

15.3 Passwords must:

- Consist of at minimum eight (8) characters in length
- Contain a minimum of one (1) numeric character
- Contain a minimum of one (1) special character
- Begin with a leading alpha-numeric character.
- Be restricted to eight (8) changes within a 24 hour period except during one-time password implementations
- Not be programmed into scripts or function keys

15.4 Passwords must never be displayed or stored in clear. If password is required to be saved in file/database, then it must be encrypted using an approved hashing algorithm (e.g. SHA-256) with a per user salt.

15.5 “Reset” passwords must be pre-expired or one-time use, requiring the user to change the password during initial login.

15.6 All passwords must follow AXP IS standards for password expiration as outlined below:

- User ID – non-privileged (i.e. end user) – 90 days
- User ID – privileged (i.e. security admin) – 30 days
- Service ID – application/automation (i.e. audit or channel id’s) – 365 days
- System ID – global admin (i.e. root account or super user) – 30 days

16.0 Access Control/Authentication:

- 16.1 Access granted to information resources and AXP data based on business need and functional role based on “least privilege” and a “need-to-know” basis after positive authentication and authorization.
- 16.2 Application access must be authenticated using (minimally) User ID/Password challenge.
- 16.3 User credentials must be transmitted encrypted (e.g., HTTPS).
- 16.4 The user must not be told the reason a login attempt is invalid – the message must be generic (“Invalid Login Attempt” as opposed to “Invalid User ID” or “Invalid Password”).
- 16.5 Access to any AXP data must be approved by the applicable Business Unit and reviewed for accuracy and appropriateness

17.0 Provider Agent ID Management on AXP Systems:

To ensure the accuracy and currency of Provider agent IDs on AXP systems Provider will do the following:

- 17.1 Track Provider agent IDs that need to be removed from the AXP system(s) and check Provider’s list of current, active agents against the AXP active ID list of Provider agents each month.
- 17.2 Respond within 1 week to AXP’s requests for validation of individual agent IDs to determine that agent exists and has a need for all of the access the ID provides.
- 17.3 Validate each quarter that each AXP user ID that is active for Provider agents matches a real person and that the agent requires all of the access privileges the user ID provides.

18.0 Redundancy & Service Continuity:

Provider shall have at least the following redundancy in place supporting the AXP business.

- 18.1 Redundancy on the data network provided via AXP connectivity to Provider’s primary hub and a backup hub, which shall both connected to the call center site where AXP work will be performed. There should be sufficient bandwidth on Provider’s connections to support an agent load as required in the applicable Work Order.

18.2.1 Redundancy on the voice network shall be provided via primary and backup voice circuits between the Provider's hub and call center site where AXP work will be performed. Provider should also pre-configure standby voice hardware supporting the connectivity between Provider's hub and the call center site where AXP work will be performed.

18.2 Provider shall maintain single AXP voice connectivity into Provider's hub as well as a single PBX supporting the AXP business.

18.3 Provider redundancy at the application level should be provided via a load balanced, clustered web server environment and clustered database servers unless otherwise agreed to by AXP.

18.4 Power redundancy should be provided via generator and battery backup systems at the Provider's hubs and site.

19.0 System Restoration and Technical Support:

Provider is responsible for the following process for system restoration and response time for providing technical support when issues occur. Failure to comply with the System Restoration and Technical Support requirements below will result in Severity Level 2 credits as shown in Master Exhibit J Table 1- Credits Schedules for Breach of Contract.

19.1 Provider must report an outage to AXP within the specified timeframes as described in the Information Protection Contract Requirements (IPCR) unless otherwise agreed to by AXP.

19.2 When an outage results in AXP raising a technical bridge call, Provider shall respond to AXP request for technical support within 15 minutes.

19.3 Provider is responsible for keeping the Provider's technology support call list up to date and promptly communicating any changes to AXP.

19.4 Provider will maintain a single technical liaison escalation point to act as the AXP liaison for all technology items.

19.5 Provider is responsible for ensuring that all technical resources are available 24x7 and has proficient knowledge of the Provider's internal systems as well as being able to provide comprehensive technical support adequate to address all Provider voice, data, development, and reporting needs at no cost to AXP. These needs include, but are not limited to, system diagnostics, system monitoring, system testing/troubleshooting, problem tracking and resolution, business continuation procedure, system audits, and outage/uptime

19.5.1 Technical resources will be available remotely or onsite at the Service Location(s) with expertise in all systems required to support AXP

19.6 Provider shall provide a detailed system outage diagnostic and escalation process including procedures, timeframes, lead times, and contacts. Provider is responsible for keeping this documentation current and readily available from their help desk.

19.7 Service restoration shall be made as soon as reasonably possible.

19.8 Provider shall provide tracking and reporting of all system outages and their impact to the Services production in accordance with Schedule Exhibit A Section 5.2 (Tracking and Reporting of System Outages).

20 Telecom Equipment:

20.1 Subject to Section 20.2 below, Provider will maintain their telecom equipment on the current, 'Generally Available' software and hardware versions made available by the AXP approved telephony equipment provider or at minimum, one of the two prior releases. For purposes hereof, the AXP approved telephony equipment providers are:

- 20.1.1 Cisco
- 20.1.2 Avaya
- 20.1.3 Nice
- 20.1.4 Aspect
- 20.1.5 Genesis

(the "Approved Providers"). Any modification to the Approved Providers shall be effective via the Change Management Process.

20.2 Telecom equipment from other suppliers as well as different software and/or hardware versions may be acceptable, but must be approved by AXP Global Voice Technologies to ensure compatibility with AXP systems, which approval shall not be unreasonably withheld or delayed.

20.3 If applicable, and expressly subject to the Change Management Process, Provider shall, at Provider's expense, install and maintain the Links/connectivity capacity needed in Provider's Inbound Switch to enable and support AXP's intelligent contact management technology and, to the extent necessary, adjust Provider's systems to accommodate any AXP employed call routing and distribution technology.

20.4 Any voice response technology that is used in conjunction with the Services including any scripting logic, available options used or voice tones must be approved by AXP, such approval not to be unreasonably withheld or delayed.

20.4.1 AXP also reserves the right to utilize voice response systems at its sole discretion including (subject to mutual agreement of the parties) installation and operation of the voice response systems on Provider's premises

20.4.2 If any voice response systems are implemented, all changes to such systems must be reviewed and approved in advance by AXP in accordance with Sections 9 & 10 listed above concerning change management, compatibility and availability.

20.5 Dialer Requirements (Outbound only):

20.5.1 A predictive dialer must be used to place outbound telephone calls for any Program. Provider may not use any other dialing techniques to place any outbound telephone calls for any Program unless otherwise agreed to by AXP.

21.0 Call Recording:

21.1 If AXP provides Call recording, AXP will provide partner with access to an AXP approved thin client or client-server architecture design capable of supporting remote access. AXP will provide the partner with a screen recording client that will be installed in partner desktop.

21.2 Provider will maintain an AXP approved digital voice and data (i.e. screen capture) recordings' system in accordance with Agreement Section 14.5 (Capture and Retention of Customer Interactions).

21.3 Provider will maintain, at a minimum, two-tier physical architecture for all call recording applications.

21.4 Provider will encrypt all call recording conversations and data at rest using appropriate based on current PCI standards. Keys used for encryption must be stored hashed.

21.5 Provider will provide AXP with remote access to digital voice and data (i.e. screen capture) recordings via a mutually agreed upon thin client or client-server architecture design capable of supporting remote access. AXP access to recordings and reporting at the vendor site must be done using an AXP Approved Desktop Virtualization method or product. as specified in Agreement Exhibit G.

- 21.6 Provider will maintain available free storage capacity of no less than 30% of the total hard drive space available, for call recording platform(s).

MASTER EXHIBIT I

CRISIS PREPAREDNESS PROGRAM (CPP) REQUIREMENTS

The following are the minimum requirements of Provider's CPP:

Planning

1. All Critical Business Functions and data centers supporting AXP are identified, along with the Provider physical locations/addresses.
2. Provider will protect confidentiality of AXP strategies and ensure AXP confidential information is not shared with other Provider customers.
3. Provider senior leader(s) responsible for the Crisis Preparedness Program (CPP) or supporting the CPP have approved and agreed to utilize the Plan.

Invocation and Notification

1. Authorized Provider personnel at the appropriate level are identified to invoke the Plan.
2. There is a process to notify AXP senior leaders, business partners and staff about any situations that may result in invocation of the Plan.
3. The Plan identifies primary and backup contact details for:
 - a. Provider's senior management;
 - b. BCP and DR team members; and
 - c. AXP, other key partners and suppliers that are required to support the Plan
4. A notification process is in place to contact team members, internal management and external partners/clients, e.g. call tree.

Strategies

1. Plan contains strategies developed for each of the following "Loss Types" and each supports the RTO agreed upon by the parties :
Area is inaccessible;
 - a. Building inaccessible;
 - b. Staff is unavailable;
 - c. Data is inaccessible or unavailable;
 - d. Telecom is inaccessible or unavailable; and
 - e. Other channels are impacted (i.e. mail, air, ground delivery, strikes, etc.)

2. To the extent the Plan provides for recovery site(s), Plan indicates the number of staff Provider needs to recover at such other locations.
3. Plan defines all assumptions and dependencies that may be outside of Provider control.
4. Plan lists mutually agreed upon specific steps that support AXP/Provider recovery strategies with predefined BCP teams to carry out tasks with defined roles and responsibilities

Technology & Real Estate Requirements

1. Provider has DRP for each critical technical function supporting AXP in accordance with mutually agreed upon AXP RTO/RPO requirements
2. All technology components of a business process (e.g. AXP vs. non-AXP assets) are cleared defined.
3. Redundancy is built into the technology infrastructure: network, the host hardware/software components and the client hardware/software components
4. Plan identifies mutually agreed upon technology and operational process which includes:
 - Hardware: desktop, servers, mid-range, mainframe, distributed, Internet, non-Internet and web related systems;
 - Applications/software;
 - Application enablers;
 - Capacity requirements;
 - Voice systems;
 - Telephony/call centers;
 - Network; and
 - Vital Records (input/output files, databases, manuals, recovery scripts, tapes, etc.)
5. To the extent Plan provides for recovery or alternate site(s), alternate sites have the ability to process the required volume with sufficient processing time for the anticipated workload
6. To the extent Plan provides for recovery or alternate site(s), alternate sites allow the use of the facility until a full recovery of the affected entity's facilities
7. To the extent Plan provides for recovery or alternate site(s), alternate sites provide for physical security
8. To the extent Plan provides for recovery or alternate site(s), work area recovery requirements are defined.

Vital Records

- Plan describes all records and/or tapes which are essential to support Provider restoring business and systems, and are stored in a secure location outside the primary facility.

Special Equipment

1. Plan includes specific manufacturer and model numbers for all specialized equipment needed
2. Plan lists critical supplies and equipment that may be limited during scenarios

Alternate Site Information

- To the extent Plan provides for recovery or alternate site(s), Critical Business Functions covered by the BCP, where the strategy includes transferring staff to an alternate work location, provides the details concerning location, address, operating days/hours, and any related contacts as appropriate

Call Center Requirements

1. Plan contains procedures for redirecting inbound calls. Interim call handling strategy defined: AXP approved voice response unit message
2. To the extent Plan provides for recovery or alternate site(s), alternate call center is defined (internal or external)
3. To the extent Plan provides for recovery or alternate site(s), a plan for the re-establishment of agents is defined- e.g. internal/alternate site, external/Provider
4. Planned and AXP approved scripts are used until access is recovered

Plan Exercising

1. An exercise schedule with Provider's senior management concurrence will be provided to AXP within the first quarter of each year.
 - Exercise schedule will identify a description of the dates, exercise type, scope, objectives and participating staff.
2. Plan exercising is conducted annually and AXP and/or applicable regulatory agencies will be allowed to observe exercises/testing and results as applicable by location.
3. Exercise results are documented, reviewed, concurred with by Provider's senior management and provided to AXP within five (5) business days from the date the testing is completed. Test results will identify the following:
 - Test definition;
 - Exercise participants;
 - Preset objectives;
 - Exercise observations;
 - Gaps identified;
 - Action plan with required target dates to close gaps; and
 - Proof of gap closure to be provided within sixty (60) days

Supporting Information

1. Plan Maintenance - Plan is maintained annually and as changes occur, identifies maintenance history and is distributed to AXP within thirty (30) days of request.
2. A current version of the Plan is stored offsite and treated as a Vital Record. Plan is signed by the following indicating concurrence of the Plan and program:
 - Provider's senior leader(s) responsible for the business and/or technology systems.
 - Provider's senior leader(s) at recovery locations and/or other supporting departments critical to Plan execution.

Disaster Declaration

1. If CPP is enacted, Provider shall notify AXP as soon as reasonable based on the scope of incident and any priority safety issues, with an objective of notifying AXP within 15 minutes of the CPP being invoked and provide all relevant information

pertaining to the event and status of Plan execution (to include any issues impeding Plan execution).

2. Provider must document all activities, decisions made, expenditures, service level reporting and any issues or gaps inhibiting Plan execution.
3. Provider must provide a Post Incident Report (“**PIR**”) to AXP within 5 business days after a CPP has been invoked. The PIR shall incorporate, at minimum, the following:
 - an executive summary of the event;
 - a summary of impacts;
 - a summary of process improvement recommendations; and
 - a timeline of activities
4. Provider must create an action plan for closing all significant gaps that inhibited the Provider’s ability to enact the Plan or recover the business within the mutually agreed upon and established RTO and all such gaps must be closed within 60 days following the invocation of the Plan. Any target dates that need to be extended must be approved in writing by the AXP senior business owner.

Record Retention

Documents can be retrieved in a timely manner for examination. Refer to MTA Exhibit R, Record Retention Exhibit for the CPP-related document retention requirements and include in the CPP:

Definitions:

Business Continuation Planning (“BCP”) - BCP includes the policies, standards, processes, organizations and facilities by which Provider develops, implements, and administers plans for continuation of critical business functions and/or recovery thereof, including disrupted access to AXP’s facilities, customers or information; actual or perceived threat to the health or safety of AXP employees and visitors within AXP’s facilities, and/or any other authorized work environment where the Services are being performed.

Business Interruption - An event that disrupts access to a company’s facilities, customers or information, or threatens the health or safety of employees and visitors of a company. Business continuation plans are not designed to mitigate the effects of routine events that can be resolved through normal problem resolution practices.

Crisis - An event that threatens to overwhelm the existing processes of control. A Crisis can be physical, such as fire, power failure or terrorism, or logical, such as an information security breach or denial of service attack. A Crisis can also be a threat, such as kidnapping and extortion. In any instance, a Crisis can be designated as such by Provider when events impact life safety, brand image or business operations.

Crisis Preparedness Program (“CPP”) - An ongoing management and governance process supported by Provider and resourced to ensure that the necessary steps are taken to develop and maintain viable recovery strategies and plans, and ensure continuity of products/services provided to AXP through exercising, testing, training, maintenance and

assurance. Continuity management requirements for Provider include three components: Crisis Communication, Business Continuity and Disaster Recovery.

Crisis Communication Plan - The component of continuity management which deals specifically with communication with AXP at all levels during the event; interaction with local and/or international media; providing authorized decision-making and prioritization of the recovery process during the event; and assessing and minimizing the potential impact of an actual or perceived threat, emergency, disruption and/or disaster with respect to the Services.

Critical Business Functions – Any service that is essential to support the survival of the enterprise as identified in the AXP Business Impact Analysis report.

Disaster - An event that causes significant harm or physical damage to a facility, its people or operations.

Disaster Recovery Planning (“DRP”) – The policies, standards, organizations and management processes by which a company creates and maintains plans for recovery of technology and associated systems, including application software, hardware, network connectivity, telecommunications, Internet, non-Internet and web related processes.

Plan - A set of documented procedures and action steps to be followed in order to continue business functions following a Disaster. This includes Crisis Communication Plan, BCP and DRP. The Plan contains all the necessary information needed to ensure continuity of Critical Business Functions and business unit recovery.

Plan Maintenance, Scheduled and Unscheduled - Plan updates and changes, including, but not limited to, all Crisis preparedness plans: BCPs, DRPs, and Crisis Management Plans, e.g. contact lists, tasks, equipment, recovery requirements, etc.

Recovery Objective (“RO”) - The level of recovery and the time to resume a process or function based on regulatory requirements and/or an assessment of the financial, operational and/or brand damage resulting from a business interruption.

Recovery Point Objective (“RPO”) – The currency of the data Provider is recovering. RPO varies from the last good backup, which may be 24 to 48 hours old (traditional recovery), up to the last recorded transaction before the disaster (rapid recovery).

Recovery Time Objective (“RTO”) – The length of time a business process can be unavailable before AXP’s operations are significantly impaired. RTO is measured from when a Disaster is declared until the process is available to the end user.

Vital Records - Any information that is essential for the continuation or restoration of any business process or computer operation that supports AXP. Examples include: BCPs, DRPs, crisis communication plans, tape media, diskettes, CD ROM, microfilm or fiche, any electronic data, hardcopy files, manuals, books, special forms, engineering

drawings, facility inventories, Provider lists, supplier lists, desk reference and procedure manuals.

MASTER EXHIBIT J
BREACH/VIOLATION CREDITS

Payment of the credits outlined in this Master Exhibit J by Provider or its Subcontractors shall not operate as a waiver of any remedy or full remedy AXP may have against Provider or its Subcontractors of the Agreement or any legal or equitable remedy in the event of a breach hereof

ADDENDUM 1 TO EXHIBIT J
BREACH/VIOLATION CREDITS
GLOBAL PARTNER INFRASTRUCTURE
-LAST MODIFIED 02/28/2013

1. Credit Schedule for Breach of Information Protection Contract Requirements

1.0 Overview. Reference Master Exhibit H – Information Protection Contract Requirements for further details pertaining to this Exhibit including definitions for Severity Levels and their related breaches. Credits described in these tables will be paid to AXP by means of a service credit as opposed to an actual monetary payment. These credits may also be held and leveraged against the current rate structure upon renewal of the Agreement to gain a discounted rate assuming credits do not result in termination of the relationship between the Provider and AXP prior to renewal. The non-fulfillment of any of the obligations contained in the Agreement include, but are not limited to, the imposition and credit of a sum equivalent to the severity of the issue in a graduated form of credit compensation up to and including termination of the Agreement and/or impacted program. Provider agrees to comply with this Credit **Schedule as attached to the Agreement**. Upon termination of the Agreement all costs of transitioning the Services to other Providers will be the financial responsibility of Provider unless otherwise agreed upon by AXP (reference Agreement Section 26.1 - 26.3 for “Transition Services”).

1.2 Each specific occurrence must be resolved within two (2) business days, including a Root Cause Analysis and/or Action Plan.

1.3 Occurrences are tracked annually for each calendar year or the life of the program, whichever is less. Occurrences can and may be escalated depending upon severity of the issue up to and including termination of the program/campaign at the sole discretion of AXP.

Table 1. Severity Level Credit Schedule for Breach of Contract

Severity Level	1st Occurrence	2nd Occurrence	3rd Occurrence	4th Occurrence
Severity 1	Warning	Up to \$10,000 per violation	Up to \$25,000 per violation	\$25,000 and/or removal of the program
Severity 2	Warning	Up to \$5,000 per violation	Up to \$10,000 per violation	\$10,000 and/or removal of the program
Severity 3	Warning	Up to \$2,500 per violation	Up to \$5,000 per violation	\$5,000 and/or removal of the program

2. Outbound Contact Management Credits

2.1 Performance Period. Provider will be subject to the requirements and SLAs outlined in this Section upon execution of the Teleservices Schedule. The Performance Period is defined as the twelve (12) month period beginning on the 1st Occurrence (as the term “Occurrence” is applied below), and will be a twelve (12) month rolling period thereafter.

Violation Type*	1st Occurrence	2nd Occurrence	3rd+ Occurrence (Within 12 month period)
Calling Leads not on current Lead File, or incorrect prioritization of leads	Warning	\$2,500 per file	\$5,000 per file
DNS Errors (AXP, State, National)	Warning	\$2,500 per file	\$5,000 per violation w/in a file
Calling recalled leads beyond one (1) business day of receipt of Contact Management Clearinghouse Recall File**	Warning	\$2,500 per file	\$5,000 per violation w/in a file
Not sending DNC/DNS Files the next business day (Customer requested DNC/DNS)	Warning	\$2,500 per file	\$5,000 per file
Calling during restricted calling periods (AXP, State, National) across all programs supported by Provider.	Warning	\$2,500 per calling period	\$5,000 per calling period
Not sending Prioritization Recall Files by the following Monday at 7:00 a.m. CST*** OR Not sending DNC/DNS recall files within one (1) business day of receipt of the DNC/DNS Recall File***	Warning	\$2,500 per file	\$5,000 per file
Not sending End of Campaign Files Within maximum of three (3) business days of receipt of Contact Management Clearinghouse End of Campaign file	Warning	\$1,000 per file	\$2,500 per file

Table 2 **Outbound Contact Management Credits**

* AXP may shut down calling at any time when any of the above issues are present.

* Each specific Occurrence must be resolved within two (2) calendar days unless otherwise noted above.

* Contact Management Credits will be assessed per the above table unless there is documented evidence that AXP, its subsidiaries, or affiliates caused the Provider to incur a violation.

* Gap analysis and action plan are required for each Occurrence.

** Servicing campaigns excluded.

*** If due date falls on a holiday, one (1) additional business day will be granted to return the file.

3. Application Timeliness and Accuracy Service Level Credit

Notwithstanding any other remedy available to AXP in the Agreement or an Implementing Agreement, or at law or in equity, in the event Provider fails to adhere to the Application Timeliness and Accuracy Service Levels at a “Pass” level (as defined in Table 1 of Schedule Exhibit F) Provider will be subject to the credits outlined in Table 3 as follows:

Table 3 Service Level Violations and Credits

Service Level Type	Violation Type	1st Occurrence at “Failure”	2nd Occurrence at “Failure”	3rd Occurrence at “Failure”	4th and Greater Occurrence at “Failure”	File Aged Greater than 25 Days
Timeliness	Failure as defined in Table 1 of Schedule Exhibit F, #1., and #2.	Warning	\$5,000 per Occurrence	\$10,000 per Occurrence and corrective action plan	Termination Trigger or \$10,000 per Occurrence and corrective action plan	
Timeliness	Failure as defined in Table 1 of Schedule Exhibit F, #3 for Aged File(s). (File aged > 25 days)					\$5,000 per File (Reference Section 4.1 below)
Accuracy	Failure as defined in Table 1 of Schedule Exhibit F, #1. (< 98.2% monthly Application accuracy)	Warning	\$5,000 per Occurrence	\$10,000 per Occurrence and corrective action plan	Termination Trigger or \$10,000 per Occurrence and corrective action plan	

3.1 Files Aged Greater than 25 Days. In the event a File and/or the Applications within the File are discovered to be aged greater than twenty-five (25) days and the Applications in such File are of the same type as one in which a credit has been previously assessed, then in addition to the \$5,000 per File credit, Provider must submit a corrective action plan to AXP.

Should the same type of Service Level failure reoccur, AXP may exercise one of two options. In the first option, AXP may require a \$5,000 per File credit from Provider and recommend changes to Provider’s corrective action plan. Any recommended changes to the corrective action plan, must be implemented by Provider. Alternately, as a second option, AXP may invoke a Termination Trigger (for a Program(s) affected by the failed Service Level).

3.2 How Credits are Determined for Failed Services Levels. AXP will consider Timeliness and Accuracy failures as separate events. AXP will not combine the Timeliness and Accuracy Occurrences in order to arrive at the number of Occurrences. Reference Section 4 for scenarios that explain how AXP will track and determine the number of Occurrences.

3.3 Application Accuracy Sample Size. AXP will use a Six Sigma methodology and 95% Confidence Interval to determine the sample size for the monthly accuracy measurement.

4. Service Level Failures and Resulting Credit Scenarios

4.1 Scenario A. Historically Provider “A” has not experienced a failure of the Timeliness Service Level or the Accuracy Service Level. Provider A experiences a first Occurrence of Accuracy failure (i.e. 98.2%) in January. Since this is the first Occurrence of Accuracy failure a written warning is given to Provider A. In March of the same year Provider A experiences a second Occurrence of Accuracy failure. A \$5,000 credit is assessed against Provider A. In May of the same year Provider A experiences an Occurrence of Timeliness failure (as per Table 3 above). Since this is the first Occurrence of Timeliness failure a written warning is given to Provider A. In April of the following year Provider A fails the Accuracy requirement. A written warning is assessed to Provider A for Accuracy failure because the tracked Occurrences are based upon a rolling twelve (12) month period and this second Accuracy failure occurred within a twelve (12) month period.

5.2 Scenario B. Historically Provider “B” has not submitted Files aged greater than twenty-five (25) days. In January it is discovered that Provider B has thirty (30) Files which contain one or more Applications that are aged greater than twenty-five (25) days (“Aged File”). Provider B is assessed a credit of \$150,000 for this first Aged File Service Level failure. This credit is calculated by multiplying the thirty (30) Aged Files by the \$5,000 per File credit. In February of the following year it is discovered that Provider B has ten (10) Files which contain one or more applications that are aged greater than twenty-five (25) days. Provider B is assessed a credit of \$50,000 Service Level failure and an action plan is required by Provider B.

5. Maximum Cap per Event. An event is defined as a discovery that may span multiple days and Files and that may involve research by both AXP and the Provider, and that will be actioned based upon the situation. An Event could occur when the Provider: 1) submits technically problematic File(s) to AXP or an AXP partner, or 2) submits empty or incomplete File(s) to AXP or an AXP partner, or 3) fails to submit File(s) in accordance with the required Timeliness Service Level timeframe to AXP or an AXP partner, or 4) completely fails to submit a File(s) to AXP or an AXP partner, and that subsequently results in an Aged File(s). In the case where any of the aforementioned examples result in an Aged File(s), Provider would be subject to the credits outlined in Table 3 above. In no situation shall the cap for each Event exceed \$100,000 to Provider (“Maximum Cap per Event”).

An example of an Event is as follows:

Provider sends blank Files (applications) to Costco daily for a period of thirty-four (34) days. The issue is then discovered, researched and resolved. This is considered to be one Event.

[Note: The PSD Invoice Template is undergoing changes. Invoice Templates are created and customized based upon the Provider and the programs. For Partnerships Service and Delivery, check w/primary business contact for current template. For Business Units outside PSD, check with primary contact for required invoice format. Ensure the Invoice Template used confirms to invoice and tax requirements as specified in the MTA.]

MASTER EXHIBIT K
INVOICE TEMPLATE

EXHIBIT L
INSURANCE SERVICING AND CLAIMS ADJUDICATION

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EXHIBIT M

WEB HOSTING SERVICES

1. Overview

This Agreement Exhibit M for Web Hosting Services (“Exhibit M” or “this Exhibit”) includes additional Provider terms, conditions, obligations and/or requirements specific to Provider’s Web Hosting Services and Support, Web Development, and/or Web Maintenance Services and related services (“Web Services”). This Exhibit shall be applicable only to Service Agreement(s) under which such Web Services are provided, regardless of whether or not Web Services are detailed out in such Service Agreement. The following shall not in any way excuse, limit or relieve Provider from any of its responsibilities or obligations under the Agreement or any Service Agreement unless otherwise agreed to by both parties. In the event of any conflict between this Exhibit and the Agreement, this Exhibit shall control but only to the extent such conflict relates to Web Services identified herein or by reference hereto. All applicable Service Level Agreements, maintenance and/or Acceptance terms and descriptions shall be applied to the applicable Service Agreement as it relates to this Exhibit and the Web Services.

2. Exhibit M Terms and Definitions

These terms shall have the following definitions only to the extent applicable to this Exhibit and the related Web Services. Where a conflict exists between Exhibit M definitions and a term within the Agreement, the term in the Agreement shall control unless such term specifically relates only to Exhibit M and the related Web Services, in which case, the Exhibit M definition shall control.

“**Acceptance Test**” means the tests conducted by AXP in accordance with Section 4. (Web Services Acceptance) or an applicable Service Agreement.

“**AXP Content**” means content and data created, produced and developed (or otherwise owned) by AXP and its Affiliates (including any AXP-owned trademark or service mark authorized for use by Provider), together with content and data licensed or acquired by AXP from (a) third party content providers and/or (b) Provider including but not limited to Provider data licensed from Provider.

“**AXP Data**” means all Personally Identifiable Information, records, files, reports and other data relating to AXP Users that are received, used or stored in connection with the Services provided under the Agreement or otherwise.

“**Content**” means any and all content and data included within the System.

“**Intellectual Property Rights**” means any and all rights and registrations (including all renewals and extensions thereof) existing from time to time under patent law, copyright law, trade-secret law, trademark law, moral rights law, unfair competition law, or similar rights in the United States of America and throughout the world.

“**Services Location**” has the meaning specified in Agreement Section 3.1 and for the purpose of this Exhibit, it shall additionally refer to where the System(s) is located as designated in the applicable Service Agreement.

“**Support and/or Maintenance Services**” shall have the meaning ascribed thereto in the applicable Service Agreement.

“**System**” means Provider’s computer and related hardware, hardware configurations, operations systems and related firmware, proprietary software and other software and related algorithms, and other data and facilities (including Internet connectivity, as applicable) required to enable AXP users to use the Services, together with any modifications, enhancements and updates thereto.

“**Vulnerability Threat Assessment**” or “**VTA**” means a vulnerability assessment performed on systems utilized by Provider to provide the services hereunder and identify any vulnerability thereto. This assessment includes, but is not limited to, a logical assessment, testing, penetration, intrusion and/or analysis services using intrusive and/or passive techniques and/or software tools.

“**Web Services**” has the meaning ascribed in this Exhibit M, Section 3. (Web Services) and an applicable Service Agreement.

3. Web Services

3.1 Commencing on the Effective Date of an applicable Service Agreement, Provider shall provide to AXP the services (including, but not limited to Web Hosting Services and Support, Web Development, and/or Web Maintenance Services), functions and deliverables described in the applicable Service Agreement, including all attachments thereto, as they may be supplemented, enhanced, modified or replaced (collectively the “Web Services”). Such Web Services shall be provided as set forth in the applicable Service Agreement.

3.2 Except as may be necessary on an emergency basis to maintain the continuity of the Web Services, Provider shall not, without AXP’s prior written approval: (i) move the Services Location, or (ii) modify in any material respect: (a) the composition or nature of the Web Services, or (b) the manner in which the Web Services are provided or delivered, if such modification(s) could have a materially adverse effect on the operation of the System. Upon receipt of a request for modification from Provider to AXP, the Parties shall enter into a twenty (20) day good faith discussion period with respect to such modifications and if at the end of such period, AXP determines, in its sole discretion, that such modifications would have a material adverse effect on the operation of the System, AXP may terminate the Web Services in whole or part in accordance with Agreement Section 25. (Termination).

3.3 All Web Services provided hereunder involving the capture and/or transmission of Personally Identifiable Information (as defined in Section 15.5.1 of the Agreement) shall be performed using Systems located within the United States and Provider shall not transmit or process any Personally Identifiable Information outside of the United States without obtaining AXP’s prior written consent. Provider shall ensure that each Subcontractor providing hosting services complies with the foregoing sentence of this Section 3.3.

4. Web Services Acceptance

4.1 Acceptance. Upon (a) completion of the design, development and integration of each of the milestones set forth in the applicable Service Agreement; (b) AXP's reasonable determination that a suitable stage in the provision of the Web Services for Acceptance Testing has been reached; (c) completion and delivery of any material component of the Web Services or any material deliverable; and/or (d) the design and development associated with each Service Agreement, Provider shall certify in writing to AXP that such event has been completed and that the System is ready for AXP to commence its Acceptance Testing as set forth below (Provider's "Implementation Certificate").

4.2 Acceptance Testing. The Web Services and each System shall be subject to a verification of acceptability by AXP to ensure that such Web Services and/or System satisfies AXP's requirements ("Acceptance Test"). Unless otherwise specified in the Service Agreement, the acceptability of any Web Services and/or System shall be based on AXP's satisfaction or non satisfaction with the Web Service and/or System, in AXP's sole discretion. If any Web Service and/or System are not acceptable, AXP shall notify Provider and shall specify its reasons in reasonable detail, and Provider will, at no additional cost, make such Web Service and/or System conform to AXP's requirements. If, within thirty (30) days of AXP's notification, any Web Service and/or System are still not acceptable, AXP may at any time thereafter, at its option and without obligation or liability of any kind, terminate the Service Agreement involved, or any portion thereof. When any Web Services and/or System are acceptable to AXP, AXP will promptly notify Provider in writing of its Acceptance. If a Web Service and/or System does not pass the Acceptance Test, AXP shall notify Provider in writing, specifying in reasonable detail in what respects the Web Services and/or System has failed to perform. Provider shall promptly correct any deficiencies disclosed by the Acceptance Test and AXP shall repeat the Acceptance Test until the Web Service and/or System has successfully passed. If the Web Service and/or System fails to pass within sixty (60) days of the date the Acceptance Test commenced as a result of a failure to meet performance in accordance with AXP's requirements and any other criteria, AXP shall have the option of immediately terminating the Service Agreement involved in whole or in part, without obligation, liability or penalty of any kind, or continuing the Acceptance Test; provided, however, that AXP's termination option shall remain available to AXP during any such continuation. With respect to any Web Services performed on a time and materials basis (or any other Web Services and/or Systems for which AXP has made payment prior to Acceptance), AXP shall be entitled to a full refund, at AXP's option, if the Web Services and/or System fails to pass the Acceptance Test as described herein within sixty (60) days of the date of commencement of the Acceptance Test without providing the Provider an opportunity to cure.

5. Audit Rights and Security

5.1 Software Security Assessment. AXP reserves the right to perform a security assessment ("Software Security Assessment" or "SSA") on any software code or applications used in the AXP environment or used in the provision of the Web Services (collectively "Assessed Materials") to determine vulnerabilities. If any unacceptable (as determined in AXP's sole discretion) vulnerabilities are discovered in Assessed Materials through SSA, AXP may, in its sole discretion, either (i) notify Provider that the Assessed Materials are of unacceptable quality and terminate the applicable Service Agreement in whole or in part without affording Provider an opportunity to cure, and AXP shall be entitled to a full refund for any charges or fees paid in connection with any affected deliverables or Web Services under such Service Agreement, or (ii) notify Provider that the Assessed Materials are of unacceptable quality, and provide Provider with the SSA report. Within three (3) business days from receipt of the SSA report, Provider shall, at no cost to AXP, install and make available all security patches, bug fixes, and/or modifications required to render such Assessed Materials free from the identified vulnerabilities. If

Provider is unable to remediate such vulnerabilities to a level acceptable to both Parties, then in addition to any other rights and remedies available to AXP, AXP shall be entitled to terminate the applicable Service Agreement without affording Provider an additional right to cure and AXP shall be entitled to a full refund for any charges or fees paid in connection with such Assessed Materials.

6. Additional Warranties

6.1 The warranties provided in this Exhibit, Section 6., are in addition to those warranties provided in the Agreement and shall not limit those warranties provided in the Agreement in any manner, regardless of any conflict control provision provided herein.

6.2 Cookies. Provider represents, warrants and covenants that Provider shall not use any cookies, action tags, or any similar technology, whether available now or conceived in the future used to obtain, track, monitor, implement any form of profiling, or assess information obtained through the use hereof under the Agreement except as expressly set forth herein in order to provide the Web Service and reports for the Web Service or to perform any other obligations hereunder.

6.3 Disabling Code. Provider represents, warrants, and covenants that it has not and shall not insert any software or other technology that would have the affect of disabling or otherwise shutting down all or any portion of the Web Service and/or any System provided and/or used hereunder.

6.4 Viruses. Provider represents, warrants and covenants that it shall use its best efforts to ensure that no viruses or similar items are coded or introduced in any Web Services and/or System licensed hereunder, and to expeditiously incorporate, install and make available all security patches, bug fixes and/or modifications required to render the Web Services and/or Systems free from security risks.

6.5 Open Source Software. Except as disclosed in a complete and accurate manner in “Attachment 1” to this Exhibit (“Open Source Software”) attached to the relevant Service Agreement, Provider represents, warrants and covenants that Provider will not use any Open Source Software in providing any Web Services and/or creating any Deliverables pursuant to the Agreement and this Exhibit M, which prohibition shall include but not be limited to use in development environments, such as integrated development environments or rapid application development environments, and any library, compiler or linker. If Provider uses Open Source Software, then Provider represents, warrants and covenants that, Provider shall comply with all the provisions of Attachment 1 to this Exhibit M as shall be attached to the relevant Service Agreement.

7. Additional Insurance

7.1 In addition to the insurance requirements specified in the Agreement, Provider agrees to provide and to maintain in effect at all times during the Initial Term and any Renewal Term(s) of the Agreement, at Provider’s sole expense, the following minimum insurance coverage to protect the Parties from any liability which may arise out of or result from the Web Services provided by or operations of Provider under the Agreement:

7.1.1 Media Liability Insurance: including coverage for libel, slander, defamation, infringement of copyright, trademark, trade dress and invasion of privacy with a minimum limit per event of \$10,000,000.00.

EXHIBIT M, ATTACHMENT 1
OPEN SOURCE SOFTWARE (IF APPLICABLE)

1. Definitions

“Claims” shall mean awards, assessments, charges, claims, damages, demands, expenses, fines, interest, joint or several liability, lawsuits, obligations, payment, penalties, or summons of any kind or nature whatsoever, including any reasonable attorneys’ fees and expenses.

“AXP Material” shall mean **[DESCRIPTION OF AXP’S TECHNOLOGY, CONTENT, MEDIA, OR OTHER MATERIALS PROVIDED TO PROVIDER FOR USE IN DEVELOPMENT.]**

“IDE” shall mean integrated development environments.

“Open Source Software” shall mean software licensed under terms providing the following rights and obligations (a) that no royalty or other fee may be imposed upon redistribution, (b) access to the source code, (c) the right to create modifications and derivative works, (d) may require modified versions to be distributed as the original version plus patch files, (e) may not discriminate against persons or groups, (f) may not discriminate against fields of endeavor, (g) that all rights granted must flow through to/with redistributed versions, (h) the license terms apply to the program as a whole and each of its components, (i) the license must not restrict other software and (j) the license must be technology-neutral.

Examples of Open Source Software Licenses include, but not limited to;

- i. Apache License
- ii. BSD License
- iii. GNU General Public License
- iv. GNU Lesser General Public License
- v. MIT License
- vi. Eclipse Public License
- vii. Mozilla Public License

Open Source Software Licenses define the privileges and restrictions a licensor must follow in order to use, modify or redistribute the Open Source Software.

“Protective Licenses” shall mean any license for Open Source Software that obligates parties who wish to redistribute such Open Source Software, either in original or modified form, or a derivative work thereof, to do so under the terms of the license agreement under which such Open Source Software was received.

“RAD” shall mean rapid application development environments.

“Subcontractor” shall mean any organization, company, individual or group of individuals engaged by the Provider and involved in the design, development and production of Services or Deliverables.

2. Open Source Software

2.1 Consent. Without the prior written consent of AXP, Provider may not use Open Source Software in providing Services or Deliverables, including but not limited to, use in development environments, such as IDEs or RADs, or any library, compiler or linker. If AXP consents to the use by Provider of Open Source Software, then Provider shall provide the information in Appendix 1 hereto with respect to each Open Source Software to be used, which Appendix 1 shall be subject to AXP's approval, and shall not use Open Source Software beyond the scope described in Appendix 1. For purposes of clarity and not limitation, any use of Open Source Software outside the scope of Appendix 1 shall be a material breach of the Agreement.

2.2 Provider Policies. Provider shall provide continuous training to its employees, and appropriate training to any Subcontractor, and implement policies and procedures to ensure compliance with its obligations in this Section 2., including without limitation the implementation of programs, practices and measures designed to monitor use of Open Source Software. Provider's current policies and procedures for use of Open Source Software are attached hereto as Appendix 2.

2.3 Protective License Restrictions. With respect to any Open Source Software listed on Attachment 1 and licensed to Provider under a Protective License, Provider will not without the prior written consent of AXP (a) incorporate into a Deliverable or AXP Material any feature or functionality that requires opening such Open Source Software, (b) modify such Open Source Software, or (c) link the Deliverable or AXP Material with such Open Source Software other than through published APIs or standards that allow linkage with alternative systems.

2.4 Warranty. Provider represents, and warrants that any Subcontractor, represents, and warrants that (a) its use of Open Source Software will not create, or purport to create, obligations of AXP with respect to the Deliverables or AXP Material, (b) it will not grant, or purport to grant, to any third party any rights to, or immunities under, AXP's intellectual property or proprietary rights in the Deliverables or AXP Material, (c) it will not combine a Deliverable with Open Source Software licensed under a Protective License in any manner that could cause, or could be interpreted or asserted to cause, the Deliverable, AXP Material or any derivative work or modification to the Deliverable or AXP Material to become subject to the terms of such Protective License, and (d) to the extent that a Deliverable is not governed by a Protective License, the Deliverable does not violate or infringe any patent, copyright, trade secret or other proprietary right of any third party, and Provider is not aware of any facts upon which such a claim for infringement could be based.

2.5 Audit.

2.5.1 To verify compliance with the Agreement, Exhibit M, and the use of Open Source Software by Provider, during the Term and for a period of () years thereafter, AXP may audit Provider's relevant books and records and/or inspect Provider's facilities, data center(s) and procedures. Any audit and/or inspection shall be conducted during regular business hours at Provider's facilities, with at least five (5) days' prior notice, and in such a manner as not to interfere unreasonably with the operations of Provider. If any unauthorized use of Open Source Software is disclosed during an audit, Provider shall (a) immediately suspend its performance of Services, (b) evaluate whether proprietary software is available as an alternative to such Open Source Software and, within five (5) days of notice from AXP of such audit results, submit a proposal to AXP of such alternatives for AXP's review and approval in its sole discretion, and (c) pay the reasonable expenses incurred by AXP

in conducting such audit. Provider will be solely responsible for any increase in costs as a result of implementing a proprietary software alternative in providing Services and Deliverables pursuant to the Agreement and this Exhibit M.

2.5.2 To verify compliance with the Agreement, Exhibit M and the use of Open Source Software by any Subcontractor, during the Term and for a period of [] () years thereafter, AXP may audit Subcontractor's, relevant books and records and/or inspect Subcontractor's facilities, data center(s) and procedures. Any audit and/or inspection shall be conducted during regular business hours at Subcontractor's facilities, with at least five (5) days' prior notice, and in such a manner as not to interfere unreasonably with the operations of Subcontractor. If any unauthorized use of Open Source Software is disclosed during an audit, Subcontractor shall (a) immediately suspend its performance of Services, (b) evaluate with Provider whether proprietary software is available as an alternative to such Open Source Software and, within five (5) days of notice from AXP to the Provider of such audit results, engage with Provider and allow the Provider to submit a proposal to AXP of such alternatives for AXP's review and approval in its sole discretion, and (c) pay the reasonable expenses incurred by AXP in conducting such audit. Subcontractor & Provider will be solely responsible for any increase in costs as a result of implementing a proprietary software alternative in providing Services and Deliverables pursuant to the Agreement and this Exhibit M.

2.6 Indemnification.

2.6.1 Provider shall indemnify, defend, and hold AXP and its Affiliates and their officers, directors, employees, agents, successors and assigns harmless from any and all Claims arising from Provider's breach of any of its obligations or warranties in this Exhibit M.

2.6.2 If the Provider has employed any Subcontractor, the Provider warrants that it has put in place with same Subcontractor, agreements with terms and conditions no less onerous than the terms and conditions of the Agreement to indemnify AXP and its Affiliates and their officers, directors, employees, agents, successors and assigns harmless from any and all Claims arising from Provider's breach of any of its obligations or warranties in this Exhibit M.

2.7 Ownership. Provider will provide AXP with a copy of the Protective License or other license applicable to Open Source Software used in providing Services or Deliverables pursuant to the Agreement and this Exhibit M. To the extent that the Deliverables or any part thereof falls outside the scope of the Protective License or other Open Source Software license, the ownership of all Deliverable(s) automatically shall vest in AXP. To the extent that ownership of the Deliverables does not automatically vest in AXP, Provider hereby transfers, grants, conveys, assigns and relinquishes exclusively and irrevocably to AXP in perpetuity all of Provider's right, title and interest in and to the Deliverables. Provider further agrees to assist AXP as may be required to evidence, record and perfect the assignment described in this Section 2.7 and to apply for and obtain recordation of, and from time to time enforce, maintain, and defend the assigned rights, all at AXP's expense.

2.8 AXP Material. AXP hereby grants to Provider a non-exclusive, royalty-free, non-transferable internal license to use the AXP Material and intellectual property embodied therein, for the sole purpose of performing Provider's obligations under the Agreement and this Exhibit M. No AXP Material may be provided to any third party without the prior written approval by AXP, unless otherwise required by a Protective License. All AXP Material shall be returned immediately upon AXP's request.

ATTACHMENT 1, APPENDIX 1
DESCRIPTION OF OPEN SOURCE SOFTWARE

1. Please provide (a) a description of all Open Source Software to be used in any of the Services or Deliverables provided to AXP, including Open Source Software that is linked (whether by dynamic, static or other linking methods) or otherwise called, or referenced by, or in, providing Services or Deliverables; (b) a copy of the applicable license for such Open Source Software; and (c) a description of the intended use of each Open Source Software.

Open Source Software Description	Copy Provided to AXP?	Intended Use

2. Please provide a description of each development environment, such as IDE or RAD being used in any of the Services or Deliverables provided to AXP.

Development Environment	Description

3. For each IDE, RAD or other development environment, please provide a description of each library or source code included with the IDEs/RADs and the applicable licensing terms for such libraries or source code.

Development Environment	Description of Library or Source Code	Licensing Terms

4. For each IDE, RAD or other development environments, please provide a description of each library (standard and non-standard) used by the compiler and linker and the applicable license terms for such libraries.

Development Environment	Description of Library Used by Compiler	Description of Library Used by Linker	Licensing Terms

5. Confirmation of Accuracy and Completeness

The following individual(s) confirm the accuracy and completeness of the content within this Attachment A, Appendix 1.

[AXP CONTACT NAME]	[PROVIDER CONTACT NAME]
By: _____	By: _____
Typed Name: _____	Typed Name: _____
Title: _____	Title: _____

ATTACHMENT 1, APPENDIX 2
PROVIDER'S CURRENT POLICIES AND PROCEDURES RELEVANT TO OPEN SOURCE
SOFTWARE

[Note: this Appendix 2 is not required if open source software is not used in the delivery of Services.]

EXHIBIT N
PRODUCT ENCRYPTION INFORMATION

Encryption Information

Identify each hardware and software component of each of the deliverables (or any component thereof) having encryption capability by its respective unbundled part number and level of encryption and Export Control Classification Number ("ECCN") and either a corresponding Commodity Classification Automated Tracking System ("CCATS") number or corresponding Encryption Registration Number ("ERN").

Deliverable Component(s)	Unbundled Part Number	Level of Encryption (e.g. 40 bit, 56 bit, 128 bit etc.)	Type (e.g. DES, Blowfish, RC2, CAST etc.)	Export Control Classification Number (ECCN), authorization paragraph	Commodity Classification Automated Tracking System (CCATS) number	Encryption Registration Number (ERN)

EXHIBIT O
CHANGE CONTROL REQUEST FORM

World Services Change Control Request Form Provider Name: 				
Change Title Change Request Title that describes the work to be carried out.				
Change Originator Name of the person raising/responsible for the change request			Contact Details Contact details for the change raiser including telephone number and email address	
Date Raised dd/mm/yyyy	Date Received by Provider To be completed by Provider	Priority H/M/L – Indicate fast track if business critical	Requested Implementation/ Effective Date dd/mm/yyyy	Change Control Reference # To be assigned by GPI Contract Analyst
Process/Service/ Reporting Change Is the change relating to the above YES/NO	Goals/Metric Change Is the change relating to the above YES/NO	Staffing Change Is the change relating to the above YES/NO	Other Please note brief description	
Change Details				
Change Background Name of Contract Requiring Change (Include Contract Number): Type of Contract Being Changed: Give a brief background around the following: <ul style="list-style-type: none"> ✓ Why is the change needed? ✓ What is the objective of implementing this change request? ✓ What is the current process for doing this work? ✓ How will the new process work once the change has been implemented? ✓ How is the current customer experience being impacted? ✓ What is the consequence of not implementing this change request? ✓ Is this change driven by AXP policy change and/or legal/regulatory change? 				
Change Requirements Give a detailed description of what changes are required and who the change will impact. Use the following check list to provide sufficient information to enable the change to be impacted. <ul style="list-style-type: none"> ✓ Will systems require changes? What are these and who will they impact? ✓ Is this a new process / change to an existing process? ✓ Is there an impact on FTE? ✓ Are there any legal/compliance/regulatory requirements? ✓ Will training be required? Who will conduct the training? Who will provide the training 				

Required Approvals			
Date	Title	Name	Signature
	GPN Director		
	Provider Director		

Additional Information/Attachments
 In this section please add the following information:
 ✓ Any attachments such as briefings, training packs, call scripts, process flows, file formats

material?
 ✓ Is there a change to reporting – frequency, amendment to existing report, new report? (If a new report is required, are there sample file formats provided?)
 ✓ Identify relevant AXP policy, legal or regulatory requirement driving the change.

Impacted Areas			
Please indicate if the following areas are impacted by this change request, to allow the correct level of resource to be allocated.			
IT Systems	YES/NO	Legal/Regulatory	YES/NO
Service Delivery	YES/NO	Voice & Data	YES/NO
Operations FTE	YES/NO		
Planning	YES/NO	Training	YES/NO

****NOTE: Approvals may be emailed when using this template.**

**MASTER EXHIBIT P
RECORD RETENTION SCHEDULE
FOR WORLD SERVICE – U.S. GLOBAL PARTNER NETWORK
MARKETING SERVICES, CONCIERGE, MEMBERSHIP REWARDS & MERCHANT SERVICES
LAST MODIFIED 05/19/2014**

Precedence

In the event that there is a conflict between any retention requirement within this Exhibit and Agreement Sections 26.1 (b) or (c), the record retention requirements within Agreement Sections 26.1 (b) or (c) shall take precedence.

Retention Codes:

In addition to specified Retention Periods, some records may also contain a retention code. Retention codes are a pre-defined period of time as specified below.

Active = Retain while the matter is active. The Retention Period does not begin until after the record becomes inactive.
Common active periods include:

- While a contract is in effect
- While an employee is still employed

Current = +C refers to the current period of time and always utilizes the same measurement as stated in the requirement.
Example 1: If the requirement is 12 Months +C, this is 12 months plus the current month. Example 2: If the requirement is 2Years +C , this is 2 years plus the current year.

#	Record Description	Retention Period	Retention Event
1	Customer Care Professional (CCP) Quality Monitors (applicable if the Work Order(s) requires Providers to conduct quality monitoring)	12 Months	The Retention Period begins when the record is created.
2	Customer Interactions: 1. Call Recordings (Sales and Non-Sales) (effective 05/30/2014 through 12/30/2014) 2. Call Recordings (Sales and Non-Sales) (effective 12/31/2014 through contract term)	2 Years Min. 3 Months – Max. 2 Years 25 months	The Retention Period begins when the record is created.
3	Customer Interactions: Emails (Sales) Emails (Non-Sales)	2 Years Min. 3 Months – Max. 2 Years	The Retention Period begins when the record is created.
4	Customer Interactions: SMS Text Messaging (Sales) SMS Text Messaging (Non-Sales)	2 Years Min. 3 Months – Max. 2 Years	The Retention Period begins when the record is created.
5	Customer Interactions: IVR VoCM survey (Non-Sales) IVR Scripts IVR OB Call Logs	3 Months	The Retention Period begins when the record is created.
6	Customer Interactions: Click to chat (Sales) Click to chat (Non-Sales)	2 Years Min. 3 Months – Max. 2 Years	The Retention Period begins when the record is created.
7	Customer Interactions: 1. 2. 100% Data screen capture (Sales) 3. 100% Data screen capture (Non-sales)	25 months Min. 3 Months – Max. 2 Years	The Retention Period begins when the record is created.

#	Record Description	Retention Period	Retention Event
8	Reports: <ul style="list-style-type: none"> • Clerical/Back-Office Volume (applicable to programs that have clerical staff and who receive customer servicing requests including but not limited to faxes, letters, etc.) • Clerical Volume Quality Check (QC) (Provider quality check of volume report) • Clerical Volume QC Action Plan • Financial Transaction / Internal Control • Financial Transaction / Internal Control Action Plan • Provider Quality Monitoring (weekly/monthly) 	2 years	The Retention Period begins when the record is created.
9	Call Abandonment Reporting for Outbound Telemarketing Calls Applicable to Providers utilizing a predictive dialer: <ul style="list-style-type: none"> • CCSG must be measured per each day of each OBTM campaign for all programs • OPEN- Must be measured monthly 	3 years	The Retention Period begins the date the record is created.
10	<ul style="list-style-type: none"> • Health of Compliance and Partner Compliance Testing (PCT) – reports and supporting documentation • Health of Compliance Action Plan or PCT Plan, including documentation to demonstrate completion of the plan • Health of Compliance Monitors and PCT Monitors • CCP Incident Tracker (formerly known as both UDAAP (Unfair and Deceptive or Abusive Acts or Practices Investigation Tracker and Fraud Tracker Report) • Disposition of Calls that Opt Out of Call Recording (Captured within CCP Incident Tracker) 	3 years	The Retention Period begins the date the record is created.
11	Customer Complaints and Dispute Resolutions (Note: card account numbers must be removed)	6 years	The Retention Period begins the date the record is created.
12	Routine Reviews (i.e. Quality Reviews, Payment Card Industry (PCI). Vulnerability Threat Assessment (VTA), etc.) <ul style="list-style-type: none"> • Results document • Completed action plan 	3 years	The Retention Period begins the date the record is created.

#	Record Description	Retention Period	Retention Event
13	System Downlines (Note: to be entered into the system within 24 hours from receipt of customer's call. Card account numbers must be removed)	1 month	The Retention Period begins the date the record is created.
14	Provider Contracts (examples include but are not limited to, Master Agreements, Schedules and Work Orders, Amendments, Statements of Work, etc.)	Active + 6 years	Active for the life of the contract. The Retention Period begins when the contract terminates or expires.
15	Provider Invoices and Supporting Documentation	6 years	The Retention Period begins the date the record is created.
16	Program Scripting (Business Continuation Plan (BCP) Scripts, Disclosure Statements, Regular Scripts) for Telemarketing programs	30 Months	The Retention Period starts when the program is created, or from the date the record/script change is produced/created.
17	Do Not Call Letter/Email (Email request Provider sends to AXP when cardmember (CM)/prospect asks for a copy of AXP's Do Not Call ("DNC") Policy.)	3 years	The Retention Period begins the date the record is created.
18	Customer Relationship Management (CRM) Records. This requirement is applicable when Provider is the originator and source of the system of record for the Services.	7 years + Current	The Retention Period begins when the record is created, plus (+) the current year.
19	Training Logs, Training Certification for Provider employees and its subcontractors servicing the AXP programs.	Active + 3 years	Active for current employees. The Retention Period begins when the employee terminates or is removed from an AXP program.
20	Human Resources at Provider (Employees Files) <ul style="list-style-type: none"> • Call Recording Consent • Hire Date Certificate • Non-Disclosure & Work station Rules Agreement (Signed and dated by the Service Provider) • Drug Screening (The Provider agrees, and shall have its 	Active OR Provider's own Human Resource (HR) policy – if they retain these records	Active for current Provider employee(s) supporting/working on AXP program(s). The Retention Period ends when the Provider employee(s) is no longer

#	Record Description	Retention Period	Retention Event
	<p>subcontractors agree, to perform background checks on all of its employees assigned to AXP under the Agreement as permitted by applicable law.)</p> <ul style="list-style-type: none"> • Criminal Background Check (The Provider agrees, and shall have its Subcontractors agree, to perform background checks on all of its employees assigned to AXP under the Agreement as permitted by applicable law.) • Zero Tolerance Policy for fraud 	<p>longer due to their HR requirements.</p> <p>Note: This Retention Period should not override the Provider's own HR policy – if they retain these records longer due to their HR requirements, so long as they can demonstrate that they are compliant to their HR policy.</p>	<p>supporting or working on the AXP program(s).</p> <p>OR</p> <p>As defined by Provider's HR policy– if retained longer.</p>
21	Merchant incident tickets which are meant for problems that are solved in a short amount of time (e.g. Merchant IT help desk services performed by the partner)	3 years	The Retention Period begins the date the record is created.
22	Merchant records related to interactions and communications with merchants that accept Company charge and credit cards (e.g. Merchant Correspondence).	6 years	The Retention Period begins the date the record is created.
23	Provider Employee Incentive Program Criteria and Awards	5 years	The Retention Period begins the date the record is created.
24	Security General: Records related to routine security actions taken to protect employees, equipment, buildings and information. (e.g. surveillance camera video tapes, badge lists, building access lists, computer passwords, post-incident activities, security incident detection and analysis, security logs/reports, etc.)	Up to 3 years	The Retention Period begins the date the record is created.
5	SMS Text Messaging Opt In(s) (all channels)	Life of Consent + 4 years	Upon Customer's Request

#	Record Description	Retention Period	Retention Event
26	SMS Text Messaging Opt Out(s) (all channels)	4 years from Date of Opt-Out	Upon Customer's Request

EXHIBIT Q
COMPLIANCE WITH PROHIBITION OF BRIBERY LAW
AND REGULATIONS

- 1.** Compliance with Anti-Bribery Laws. Provider represents and warrants that it, its, officers, directors, and employees, and every other person acting on its behalf or with its authority, in connection with the transactions or services contemplated by this Agreement or any other transactions or services involving American Express:
 - a.** Have not made, permitted or authorized, and shall not make, permit or authorize, directly or indirectly, any offer, payment, promise, gift or transfer of money, anything of value, or any financial or other advantage:
 - i.** To any Government Official (or family member or representative of such Government Official) to obtain, retain or direct business or to secure any commercial advantage;
 - ii.** To any person to induce the person to improperly perform, or to reward the person for the improper performance of, a relevant function or activity; *or* knowing or believing that the acceptance of the advantage would itself constitute the improper performance of a relevant function or activity;
 - iii.** If such offer, payment, promise, gift or transfer would constitute extortion, kickbacks or other unlawful or improper means of obtaining business or any commercial advantage, or acquiescence thereto;
 - b.** Have not requested, agreed to receive or accepted, and shall not request, agree to receive or accept any bribe;
 - c.** Have not taken, permitted or authorized and shall not take, permit or authorize, directly or indirectly, any other action that would or might cause Provider or American Express (or any of its affiliates) to be in violation of any applicable Anti-Bribery Laws.
 - d.** Shall not make or authorize any Facilitating Payment.

2. Definitions.

- a. “Anti-Bribery Laws” means the United States Foreign Corrupt Practices Act of 1977, the United Kingdom Bribery Act of 2010 and any other anti-bribery or anti-corruption laws of any country in which Provider is located, providing services to American Express or otherwise conducting business, as such laws are currently in effect and may be amended from time to time.
- b. “Facilitating Payment” (also known as expediting payment, speed money or grease money) means anything of value provided to an individual employed by or acting on behalf of a government, ministry, embassy or consulate that is intended to encourage that individual to fulfil, or to speed up the execution of, his or her duties.
- c. “Government Official” means:
 - i. any person employed full- or part-time by a government, including any judicial, legislative or administrative body, regional subdivision of government (including states, provinces, districts, counties, cities, towns and villages), independent agency, a wholly or partially state-owned or state-controlled entity, sovereign wealth fund, or public academic institution, and any person acting on behalf of such a person;
 - ii. any political party, political party official or candidate for political office;
 - iii. any employee of a public international organization (such as the African and Asian Development Banks, the European Union, the International Monetary Fund, the World Bank or the United Nations).
- d. For purposes of this Exhibit, references to “American Express” include the American Express entity that has executed this Agreement (e.g., “AXP” or “AXP”) and its affiliates.

3. No Assignment. American Express has selected Provider on the basis of Provider’s experience, qualifications, and reputation for ethical business conducted in compliance with applicable laws. Provider shall not assign its rights or obligations under this Agreement to any third party or use or employ any third party in connection with the performance of its duties under this Agreement without the prior written approval of American Express.

4. Not Acting as Intermediary: Provider represents and warrants that Provider does not need to interact, and does not anticipate interacting, with any Government Official or government agency in order to provide the Services to American Express under this Agreement (or any amendment, schedule, statement of work or other addition hereto) (that is, that Provider will not act as an “intermediary”). Provider agrees to promptly notify American Express if this information changes (whether by changes or additions to the Services provided hereunder or otherwise), and acknowledges that in such case, American Express may reasonably require revisions to this Agreement.

5. Shared Values.

- a. Provider acknowledges receipt of the American Express *Anti-Corruption Shared Values* (provided as Attachment A to this Exhibit), confirms its understanding that such document is designed to ensure compliance with the U.S. Foreign Corrupt Practices Act and other applicable Anti-Bribery Laws, and agrees to take no action that would violate the Shared Values.
- b. [INTENTIONALLY OMITTED]

6. Disclosure of this Agreement. American Express may, at any time and for any reason, disclose the existence and terms of this Agreement to any person American Express determines has a legitimate need for this information.
7. Termination. In the event that American Express believes, in good faith, that Provider, its officers, employees, directors or any other person acting on its behalf has acted or failed to act in any way that may breach the representations, warranties and covenants in this Exhibit, American Express shall have the unilateral right, without prejudice to its other rights, to terminate this Agreement by written notice to Provider, such notice to have immediate effect. Upon termination of this Agreement, Provider shall return to American Express any books, records, and other property in its possession belonging to American Express.
8. Duty to Notify. Provider warrants that, should it learn of or have reason to suspect any breach of the covenants in this Exhibit, it will promptly notify American Express and take appropriate remedial measures.
9. Certification. At the request of and in the form provided by American Express, Provider shall certify that it has not, and to its knowledge none of its officers, employees, directors or any other person acting on its behalf, have made, authorized or permitted any offer or payment or taken any action in violation of the representations, warranties and covenants in this Exhibit or applicable Anti-Bribery Laws.
10. Audit
 - a. Provider grants American Express the right to verify the Provider's compliance with anti-corruption laws, rules and regulations:
 - (i) Upon notice from Provider to American Express pursuant to Provider's Duty to Notify in Section 8 of this Exhibit; or
 - (ii) Upon notice from American Express to Provider that American Express has a reasonable suspicion that applicable Anti-Bribery Law or a covenant in this Exhibit has been breached; or
 - (iii) Upon notice to Provider from American Express that, based on information discovered elsewhere, American Express deems it prudent to review the activities of Provider
 - b. American Express may, in its discretion, audit (or engage a third party to audit) all services performed, all invoices and requests for expense reimbursement submitted to American Express, and all payments made to or benefits conferred by Provider on third parties, in the course of Provider's performance under this Agreement. Provider must fully cooperate in any audit. Upon notice of an intended audit, Provider must promptly make available to American Express (or such third party) all invoices, supporting receipts and substantiation, and original entry records for all charges invoiced to American Express, and make available for interviews all persons within the control of the Provider who performed services or incurred expenses under this Agreement, or are otherwise knowledgeable with regard to such services or expenses, as requested by American Express.
 - c. Nothing in this Section 10 shall be construed to prevent American Express from exercising other audit, inspection, or examination rights pursuant to this Agreement.

11. No Connection to Government Officials. Provider represents that (i) none of its employees, officers, directors or owners is a Government Official or immediate family member of a Government Official, (ii) no Government Official or immediate family member has a direct or indirect interest in Provider or this Agreement, and (iii) Provider is not wholly or partially government owned or controlled. If during the Term of this Agreement there is a change in the information contained in this paragraph, Provider will promptly notify American Express and this Agreement may be subject to amendment or termination. The shares of Provider are listed on the New York Stock Exchange[CVG]. This paragraph shall not apply to the acquisition or ownership of such listed shares of Provider by a Government Official, provided that, to Provider's knowledge, no Government Official (or family member thereof) owns or controls 10% or more of Provider.

12. Reimbursement. Provider agrees that

- a.** All payments to Provider shall be by check, wire transfer, or Automated Clearing House (ACH) (or as specified in this Agreement);
- b.** No requests for cash payments shall be accepted (notwithstanding anything in this Agreement to the contrary);
- c.** All payments to Provider shall be made payable to Provider in the country where Provider is located or where the work is performed, not to third parties or to different countries; and
- d.** Reasonable travel, entertainment, or other expenses incurred in the performance of this Agreement, if authorized by this Agreement, will be reimbursed by American Express only if Provider obtains prior written approval from American Express for such expenses; and retains accurate detailed records of such expenses, for review by American Express upon its request.

ATTACHMENT A TO EXHIBIT Q
FOREIGN CORRUPT PRACTICES ACT / ANTI-BRIBERY REQUIREMENTS EXHIBIT
AMERICAN EXPRESS ANTI-CORRUPTION SHARED VALUES

American Express is committed to the highest standards of integrity and business ethics both in its operations and in those of non-American Express persons and entities that provide goods and services to or on behalf of American Express (“Third Parties”). American Express’s Anti-Corruption Shared Values (“Shared Values”) provides Third Parties with an overview of the ethical standards that are important to American Express.

Third Parties are encouraged to share this document with employees and ensure they adhere to its principles in all business dealings for and on behalf of American Express. Third Parties are also expected and required to conduct business in accordance with all applicable laws, rules and regulations. If Third Parties find themselves in a situation where customary conduct is at odds with these Shared Values, and/or local laws or regulations, they are expected to comply with the more stringent standard.

ANTI-CORRUPTION

American Express prohibits bribery of any kind, including commercial bribery, and has adopted a zero tolerance policy for bribery in all its operations and activities. This means American Express and Third Parties that provide services to and/or act on behalf of American Express may not engage in any form of bribery, including offering, soliciting or accepting anything of value, directly or indirectly, that is given with the intent to obtain or retain business or an improper advantage or to secure services. There is no exception for small amounts.

If Third Parties interact with government officials (including officials of international organizations and political parties, as well as employees of state-owned companies) in the course of providing services to and/or acting on behalf of American Express, employees must be especially cautious. Third Party employees may not offer or promise anything of value to influence the actions or decisions of, or to obtain any improper advantage with, government employees or the government bodies they may influence.

EXPEDITING PAYMENTS

Expediting payments (also known as “facilitating” or “grease” payments) are payments made to speed up or secure the performance of a routine government action, such as visa processing or customs clearance. These payments are considered illegal bribes in many jurisdictions, including those with laws applicable to American Express. Third Parties may not make any expediting payments to government employees on behalf of or in connection with services performed for American Express, no matter where the Third Party is conducting business. This is true regardless of local customs in the locations where the Third Party conduct business.

GIFTS AND ENTERTAINMENT

In connection with their engagement with American Express, Third Parties and their employees should be cautious when giving gifts or entertainment to, or accepting gifts or entertainment from, anyone who does or seeks to conduct business with the Third Party. Giving or accepting gifts and entertainment may appear to influence the recipient’s ability to make objective business decisions. Third Party employees may provide and accept meals, entertainment, token gifts or favors that have a valid business purpose, do not have significant value and do not create a real or apparent sense of obligation.

In some countries, it is traditional to present gifts to business associates to demonstrate courtesy or appreciation. Third Parties and their employees may never offer gifts to government officials with whom they are conducting or seeking to conduct business on behalf of American Express or before whom they are representing American Express. As appropriate, and consistent with these Shared Values, Third Parties may give gifts to non-government officials in locations where doing so is customary, widely accepted and consistent with local laws, rules and regulations and permitted by the Third Party's policies. Such gifts must be of reasonable value and properly reported.

BOOKS AND RECORDS & FINANCIAL STATEMENTS

Reporting accurate, complete and understandable information about the Third Party's business, earnings and financial condition is one of an employee's most important duties. Third Parties should ensure that their accounting and financial records meet the highest standards of accuracy and completeness. Third Party employees must never make any false or artificial entries in the Third Party's books and records related to their engagement with American Express.

Third Party employees should record financial transactions accurately, completely, fairly, and in a timely and understandable manner. Third Parties must ensure that the data they provide to American Express for the preparation of financial statements, regulatory reports and publicly-filed documents complies with all applicable accepted accounting principles and the Third Party's internal control procedures.

If a Third Party employee has reason to believe that any of the Third Party's books or records related to American Express are being maintained in a fraudulent, inaccurate or incomplete manner, or feels pressured to prepare, alter, conceal or destroy documents, he or she should report these concerns immediately to American Express.

WHERE TO SEEK HELP AND REPORT CONCERNS

Third Party employees may, at times, encounter situations in which the right choice is not perfectly clear. If a Third Party employee has reason to believe that anyone in his or her company working on behalf of American Express, may have engaged in ethical or legal misconduct, or thinks that he or she may have knowingly or unknowingly engaged in misconduct, the employee should report such concerns to a manager.

EXHIBIT R
FORM OF STATEMENT OF WORK
ATTACHMENT 1 TO EXHIBIT R

DETAILED DESCRIPTION OF SERVICES:

DETAILED DESCRIPTION OF DELIVERABLES AND APPLICABLE DELIVERY DATES:

COSTS/FEES/CHARGES - NOT TO EXCEED AMOUNTS AND TOTAL AMOUNTS

INCLUDING OUT OF POCKET EXPENSES AND ALL REIMBURSABLE EXPENSES

APPROVED BY AXP:

WRITTEN STATUS REPORTS:

SERVICE LEVELS:

TIMEFRAME OF PROJECT/TERM OF SOW:

PERSONNEL LISTING (IF POSSIBLE TO PROVIDE):

SUBCONTRACTORS APPROVED BY AXP, SUBCONTRACTED

SERVICES/DELIVERABLES AND SUBCONTRACTOR LOCATIONS:

MAINTENANCE OF HARDWARE/SOFTWARE:

SHARED USE OF FACILITIES-CONFIDENTIALITY AND INTEGRITY REQUIREMENTS:

CUSTOMER COMPLAINT INQUIRY HANDLING:

**ANY OTHER TERMS AND CONDITIONS MUTUALLY AGREED UPON BY THE
PARTIES:**

EXHIBIT S

CUSTOMER FACING REQUIREMENTS

1. CUSTOMER COMPLAINTS. Supplier shall promptly log and forward to AXP any Inquiries Supplier receives related to AXP's products or services, but in no event more than thirty (30) days following receipt of such Inquiry. "**Inquiry**" shall mean any written, oral, or electronic communication received by Supplier, from or on behalf of a customer of AXP, related to a product or service offered by, or on behalf of, AXP, including any complaint that: (a) indicates a particular act or practice may be in violation of AXP policy or any law or regulation to which AXP is subject, including prohibitions of unfair, deceptive, or abusive acts or practices, or (b) that expresses dissatisfaction or confusion concerning terms, costs, or features of an AXP product or service. Unless expressly stated otherwise in a SOW, Supplier is not responsible for responding directly to a customer regarding an Inquiry. However, Supplier shall provide to AXP reasonably sufficient, timely, and usable information to enable AXP to analyze customer complaint activity and trends for risk management purposes (which shall be AXP Confidential Information).

2. TRAINING. Supplier shall train all individuals engaged in marketing, sales, servicing or collections for AXP products or services (or monitor such marketing, sales, servicing or collections) to comply with: (a) AXP policies and procedures provided by AXP to Supplier and (b) all laws, regulations and government-issued rules and guidance, and self-regulatory standards to the extent applicable to Supplier and the performance of the Services, including, without limitation, the Equal Credit Opportunity Act (Reg. B), Fair Debt Collection Practices Act (FDCPA), Telephone Consumer Protection Act (TCPA), Truth-in-Lending Act (Reg. Z), Unfair, Deceptive or Abusive Acts or Practices (including, without limitation, Reg. AA), Bank Secrecy Act (and associated anti-money laundering duties), and Gramm–Leach–Bliley Act. Supplier will have all such individuals repeat such training annually. Supplier shall maintain written procedures regarding the content and provision of such training.

3. DISCLOSURES. All oral and written disclosures by Supplier and any individuals engaged in marketing, sales, servicing or collections for AXP products or services (or monitor such marketing, sales, servicing or collections), including any changes, shall be subject to prior written approval by AXP ("**Disclosures**"), including, without limitation, Disclosures: (i) serving as scripts for oral communications, (ii) to prospects, customers or the public, (iii) to the media, (iv) by direct mail, telephone or electronic means, (v) contained in welcome packages or periodic communications, (vi) collection letters, emails, telegrams and all other dunning materials, and (vii) collections telephone, mailing and contact schedules. Supplier shall ensure that all Disclosures comply with: (a) AXP policies and procedures provided by AXP to Supplier and (b) all laws, regulations and government-issued rules and guidance, and self-regulatory standards to the extent applicable to Supplier and the performance of the Services, including, without limitation, the Equal Credit Opportunity Act (Reg. B), Fair Debt Collection Practices Act (FDCPA), Telephone Consumer Protection Act (TCPA), Truth-in-Lending Act (Reg. Z), Unfair, Deceptive or Abusive Acts or Practices (including, without limitation, Reg. AA), Bank Secrecy Act (and associated anti-money laundering duties), and Gramm–Leach–Bliley Act.

4. INDEPENDENT UNIT MONITORING. Supplier shall record and document all physical and electronic correspondence (such as facsimiles, emails, web site engagements and instant messages) as well as telephone calls received by Supplier in connection with its performance of the Services in which (all of the following are collectively "**Customer Records**"): (i) AXP products or services are marketed or sold, (ii) any customer is enrolled in an AXP product or service, (iii) any customer indicates that he or she did not authorize, does not want, does not need or wishes to cancel any AXP product or service, (iv) a debt regarding an AXP product or service is attempted to be or actually is collected and (v) any customer is engaged in consent, enrollment, cancellation, billing, claims, or receipt of benefits. Supplier shall associate with each such Customer Record all documentation and data necessary to reconstruct and validate the foregoing. Supplier shall ensure that all such activities covered by Customer Records comply with: (a) AXP policies and procedures provided by AXP to Supplier and (b) all laws, regulations and government-issued rules and guidance, and self-regulatory

standards to the extent applicable to Supplier and the performance of the Services, including, without limitation, the Equal Credit Opportunity Act (Reg. B), Fair Debt Collection Practices Act (FDCPA), Telephone Consumer Protection Act (TCPA), Truth-in-Lending Act (Reg. Z), Unfair, Deceptive or Abusive Acts or Practices (including, without limitation, Reg. AA), Bank Secrecy Act (and associated anti-money laundering duties), and Gramm–Leach–Bliley Act. Supplier shall retain all Customer Records for at least - 25 months from the date of the call. Supplier shall ensure that an independent unit approved by AXP in writing will regularly perform monitoring of all types of Customer Records noted above (including, but not limited to, all telephone recordings of Customer Record activities) to determine compliance with this provision. Supplier shall ensure that such independent unit will provide a report to AXP (when reasonably requested by AXP but at least monthly) identifying any time Supplier does not fully comply with this provision, which Supplier shall promptly remediate.

5. UNDELIVERABLE MAIL. Supplier shall ensure that appropriate procedures are in place to ensure proper handling of undeliverable mail and email in accordance with the “American Express Credit Card Add-On Products Undeliverable Mail Procedures” included as Exhibit T to the Agreement. Supplier additionally agrees to comply with any updates to such procedures communicated by AXP to Supplier if such updates are reasonably necessary for AXP to comply with applicable laws, regulations or regulatory instructions and guidance. These requirements are subject to ongoing validation per AXP’s audit rights under the Agreement.

6. RECORD RETENTION.

6.1 Contract Activity Records. Supplier shall ensure appropriate procedures are in place to ensure the retention of all records applicable to this Agreement and the activities hereunder (“**Contract Activity Records**”). AXP acknowledges that Supplier shall have met this “appropriate procedures” requirement by complying with: (a) procedures which are reasonably materially similar to American Express Management Policy 08 for records management (and any updates thereto or successor policy (and its updates)), (b) any record retention schedule in this Agreement, or (c) AXP’s written instructions to Supplier regarding records retention. All such updates, successor policy requirements and written instructions must be reasonably necessary for AXP to comply with applicable laws, regulations or regulatory instructions and guidance.

Amex Assurance Company Transactions. Contract Activity Records include records, documents and other supporting information required to: (x) document the Services and fees paid or payable by Amex Assurance Company (“AAC”) through its third party pay agent who shall present payment and funds to Supplier on behalf of AAC (“Pay Agent”) (Amexco/AXP shall be the Pay Agent of AAC for purposes of this Agreement), (y) generate any reasonably necessary reports regarding Contract Activity Record content, and (z) to meet AXP’s audit rights under this Agreement, which make Supplier’s compliance with this provision subject to ongoing validation by AXP.

EXHIBIT T
Undeliverable Mail Procedures



CREDIT CARD ADD-ON PRODUCTS UNDELIVERABLE MAIL PLAN

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I. OVERVIEW

American Express has developed uniform; cross-vendor undeliverable mail and email procedures for customer communications for Credit Card Add-On Products (“Add-On Products”)⁵ and these procedures are delineated in this Plan.

Specifically, this Plan outlines procedures relating to undeliverable mail or email (as defined below), providing standard operating requirements including at the Vendor/Provider level for Add-On Products, as specified below:

- Principles for how and whether to continue with enrollment and billing under circumstances of undeliverable mail and email;
- Standards by which American Express and each Add-On Product Vendor/Provider and/or its applicable Vendor/Providers or subcontractors, including American Express affiliates, to the extent applicable (each a “Vendor/Provider”), reconcile customer addresses and phone numbers on an ongoing basis; and
- Defined reporting and governance requirements to ensure appropriate ongoing oversight and monitoring of the process/procedures for sustainability.

Undeliverable mail is defined in this Plan as correspondences that are returned to the original sender or a designated servicing Vendor/Provider because the address used was not correct at time of delivery, and no directions for forwarding were provided. This definition is subject to change by American Express as may be required. Undeliverable email generally refers to email that has “bounced” some number of times. Vendor/Providers may provide their own definition of undeliverable email; however, in each case the Vendor/Provider’s definition and procedures are subject to American Express review and approval.

II. CATEGORIZATION OF COMMUNICATIONS

American Express has developed categories as a means to determine appropriate requirements across Add-On Product mail and email communications. These categories allow for specified treatment depending on communication type. American Express has defined five categories for Add-On Product customer communications:

Category 1: Communications that in and of themselves constitute all or a key component of the Add-On Product’s benefits. For example, a consumer’s credit reports and PLUS[®] scores in the CreditSecure product are Category 1 communications.

Category 2: Communications that contain 1) first-time communication of key disclosures or changes in key terms and conditions, or 2) notices of cancellation or non-renewal for Add-On Products that are initiated by American Express, and in each case, are *not* managed as part of a broader, non-Add-On Product specific, American Express process.

Category 3: Communications that contain 1) first-time communication of key disclosures or changes in key terms and conditions, or 2) notices of cancellation or non-renewal for Add-On Products that are initiated by American Express, and in each case, *are* managed as part of a broader, non- Add-On Product specific, American Express process.

Category 4: Communications that contain 1) billing reminders, 2) notices of cancellation or non-renewal of Add-On Products due to cancellations of the customer’s card⁶ and customer initiated

⁵ Marketing, sales, enrollment, fulfillment, or servicing of Fee-Based Non-Insurance, Fee-Based Insurance or No Additional Charge Add-On Products are to be included in this Plan. Travel and Lifestyle Services and Card Benefits are not to be included in this Plan.

cancellations for Add-on Products, 3) claims correspondence, or 4) other servicing information specific to the Add-On Product. Category 4 communications includes subsequent disclosures of terms and conditions for customers, reminders of benefits, Add-On Product marketing to existing enrollees, and similar communications.

Category 5: Add-on Product marketing communications provided to prospective customers or communications that contain broader marketing messages that may mention Add-On Product(s).

III. PREVENTATIVE MEASURES

Category 1, 2, 4 and 5 Communications

American Express card systems shall be the system of record for Card Member contact information, including mailing address, phone number, and email address unless otherwise specified in Appendix A, which shall delineate those instances where the appropriate system of record is not the American Express card system. Each such instance shall be subject to prior review and approval of the General Counsel's Office, Global Compliance & Ethics, and the Product Team. Appendix A shall be updated periodically as appropriate.

1. When a Card Member enrolls in the Add-On Product, either directly or as a result of enrolling in a Card product for which the benefit is embedded (e.g. a No Additional Charge Product), the Vendor/Provider shall receive from American Express card systems the Card Member's mailing address, phone number, and email address, to the extent available at the time of enrollment, and as applicable to the communication methods utilized by the Vendor/Provider.
2. American Express shall provide the applicable Vendor/Provider (either by sending the information directly or providing access to the applicable American Express systems) regular updates to contact information from American Express card systems, which can include the Card Member's mailing address, phone number, and email address.
 - a. Any updates to Card Member contact information provided by American Express card systems shall be used by the Vendor/Provider upon receipt as the primary contact information for all future Vendor/Provider communications to the Card Member.
3. As American Express maintains the systems of record for Card Member contact information, any given Vendor/Provider will not be able to update this information directly. If a Card Member calls the Vendor/Provider with a change to their contact information, the Vendor/Provider customer care professional ("CCP") must inform the Card Member that they must contact American Express at the number on the back of their card, or update their contact information through a designated American Express Card Member website (e.g. MYCA) to change their mailing address, phone number or email address.
 - a. Vendor/Provider CCPs shall offer to transfer the Card Member to an American Express CCP to complete the update.

Category 3 Communications

1. Category 3 communications are managed through American Express processes that are not specific to the Add-On Products and thus all undeliverable mail and email procedures are based on the requirements for that specific process.

IV. PROCEDURES FOR UNDELIVERABLE MAIL AND EMAIL

⁶ Initiated by either the Card Member or American Express

Upon receipt of undeliverable mail and email, the Vendor/Provider will use the procedures described below and detailed in the subsequent sections. These include Reconciliation, Changes to Enrollment and Billing, and Customer Outreach. These processes are defined as follows:

- Reconciliation – The process by which the Vendor/Provider (i) records and stores information about the undeliverable correspondence, (ii) verifies if an updated address is available in Vendor/Provider’s system, and (iii) if an updated address is available, resends the correspondence to the updated address and closes the issue.
- Resolution Period – The process by which the Vendor/Provider (i) completes the Reconciliation process, (ii) conducts Customer Outreach if applicable (i.e. the Vendor/Provider does not have an updated address), and (iii) makes changes to enrollment and billing as applicable. The Resolution Process begins as soon as the undeliverable correspondence is processed as in the first bullet above, and lasts for 30 calendar days.
- Changes to Enrollment and Billing – The process, by which the Vendor/Provider suspends billing, reinstates billing or ceases enrollment and billing, as applicable.
- Customer Outreach – The process whereby the Vendor/Provider attempts to reach the customer to obtain updated contact information.

A. RECONCILIATION

Category 1, 2 and 4 Communications

1. Any undeliverable mail and email will be reconciled by the Vendor/Provider that initiated the correspondence, either by sending it directly or by sending it through a designated servicing provider.
2. Attributes of the undeliverable correspondence will be recorded as mutually agreed to by the American Express entity and the Vendor/Provider and stored according to the Bank’s data retention policies. Attributes that must be recorded and stored shall include but are not limited to: Record of the correspondence, date sent, date returned, identification of address used, and identification of the customer. The recording and storing of attributes in accordance with this Paragraph 2 is referred to herein as “Processing.”
3. The Vendor/Provider will make commercially reasonable efforts to complete the Processing of undeliverable correspondence within 2 business days of the Vendor/Provider receiving it.
4. Upon completion of Processing, the Vendor/Provider will begin up to three maximum attempts within the next 30 calendar day resolution period (the “Resolution Period”) during which the Vendor/Provider shall perform Customer Outreach and changes to enrollment and billing as applicable.
5. The Vendor/Provider will determine if the customer’s contact information has been updated in their system via updates received from American Express since the undeliverable correspondence was first sent. If so, the Vendor/Provider shall proceed as follows:
 - a. For Categories 1 and 2: The original correspondence will be replicated and re-sent to the updated address.
 - b. Category 4 Communications except as specified in c below: The original correspondence does not need be re-sent.

- c. Only for Category 4 Claims Correspondences: If a claim correspondence is returned undeliverable, the new or updated address may, as appropriate, be used for the limited purpose of re-establishing contact with the claimant until further communication instructions are obtained from the claimant.
- 6. The Vendor/Provider will make commercially reasonable efforts to complete steps 1-5 above in the timeframes specified below.
 - a. For Category 1: Within 3 business days from the beginning of the Resolution Period.
 - b. For Category 2: Within 5 business days from the beginning of the Resolution Period.
 - c. For Category 4: Within 10 business day from the beginning of the Resolution Period.

Category 3 Communications

- 1. Any undeliverable mail or email will be reconciled according to current American Express processes that are not specific to Add-On Products.

Category 5 Communications

- 1. No Reconciliation procedures are required for Category 5 communications.

B. CHANGES TO ENROLLMENT AND BILLING

Category 1 Communications

1. At the commencement of the Resolution Period, the Vendor/Provider shall suspend further Add-On Product billing for monthly or more frequently billed accounts. For all other billing arrangements of a lesser frequency (i.e. annual, biannual, or quarterly cycles), billing is not suspended at this point in the process.
2. If the customer's contact information is properly updated in the Vendor/Provider's system during the Resolution Period, the communication will be resent and the undeliverable mail or email issue will be deemed resolved. The customer's enrollment will continue, and any billing suspended in accordance with Paragraph 1 above will be processed and recurring billing will resume on the next billing date after the Resolution Period.
 - a. For Undelivered Email only: If subsequent emails are successfully delivered to the customer's original address within the Resolution Period, the undeliverable email issue will be deemed resolved. The customer's enrollment will continue, and any billing suspended in accordance with Paragraph 1 above will be processed and recurring billing will resume on the next billing date after the Resolution Period.
3. If the customer's contact information is not properly updated in the Vendor/Provider's system during the Resolution Period, the customer's billing will remain suspended and enrollment will be canceled as of the end of the Resolution Period or as soon thereafter as practicable under product terms, circumstances or law, as applicable. Cancellation notice will be sent to the last known mailing address.
 - a. If billing was not suspended in accordance with Paragraph 1 above, the Vendor/Provider will provide a refund of the customer's Add-On Product fee retroactive to the start of the Resolution Period.

Category 2 Communications

1. For Fee-Based Insurance products only: If first-time communication of disclosures or changes in terms and conditions (Description of Coverage, "DOC") is returned undelivered and the account is not reconciled by the end of the 30-day Resolution Period, then:
 - a. For RBB products: The customer's enrollment will be cancelled on the tenth (10th) day after notice is sent to the last known address on record. After enrollment is cancelled, billing will be suspended. Insurance coverage may be triggered by a charge made before the cancellation of enrollment becomes effective. In this case, the coverage will be provided.
 - b. For monthly/ annual policies: The customer will receive a notice of non-renewal⁷ that will go into effect as soon thereafter as feasible under product terms, circumstances or insurance law.
 - c. No refunds will be processed if coverage was provided to the customer or a claim was made. However, refunds may be provided if customer contacts American Express asserting they were charged a premium in error or that they were never enrolled in the product.
2. For Fee-Based Non-Insurance products only: Changes to enrollment and billing for first-time communication of disclosures or changes in terms and conditions will be processed using the same procedures as Category 1 communications.

⁷ Advance notice of non-renewal will be provided in accordance with respective state insurance regulations.

3. *For No Additional Charge products only*: There are no required changes to enrollment and billing as a result of undeliverable mail and email.

Category 3, 4 and 5 Communications

1. There are no required changes to enrollment and billing as a result of undeliverable mail and email in Categories 3, 4, or 5.

C. CUSTOMER OUTREACH

Category 1, 2 and 4 Communications

1. The Customer Outreach process begins upon the completion of the Reconciliation process and continues until a total of three (3) attempts to resend have been conducted.
2. Please reference Table 1 below to determine the applicability of Phone, Email and Mail Outreach procedures for communications in Categories 1, 2 and 4. Each of these outreach methods is described in the bullet points following Table 1.
3. Where listed as optional, Phone, Email and Mail Outreach procedures for communications in Categories 1, 2 and 4 may be included by Vendor/Provider in its customer outreach program subject to all of the other terms and conditions of the Agreement, as long as the procedures are followed uniformly by Vendor/Provider for all similarly situated customers.

Table 1: Applicability of Outreach Methods for Undeliverable Mail and Email by Category

OUTREACH METHODS	CATEGORY		
	1	2	4
Phone Outreach	<u>Mandated</u>	<u>Mandated</u>	Optional
Email Outreach	Optional	Optional	Optional
Mail Outreach	<u>Mandated for undeliverable emails</u>	<u>Mandated for undeliverable emails</u>	Optional

- a. Phone Outreach
 - i. At a minimum, the Vendor/Provider must attempt to contact the customer until it:
 1. Makes three calls to the customer (each on different days) in which a busy signal is received or the phone is not answered;
 - a. On third call attempt, Vendor/Provider will leave a message for the customer (if possible) with call-back information, business hours, and the reason for the call, as well as describe the ensuing Add-On Product's cancellation process, if applicable.
 2. Leaves two messages or voicemails; or
 3. Makes one call to the customer in which a prompt is received that indicates the number is disconnected or incorrect.
 - ii. The scripting of messages left for customer must identify the name of the entity providing the Add-On Product, call-back information, business hours, and the reason for the call.

1. If a second message is left for the customer, the message must provide notice of the ensuing Add-On Product's cancellation process, if applicable, along with the timing of when cancellation would occur.
- b. Mail Outreach
 - i. If a mailing address is available in the event of undeliverable email, notice must be sent to the customer requesting that they update their contact information in an approved manner.
 - ii. The Vendor/Provider may check other internally available systems, if any, to locate an alternative mailing address for undeliverable mail. If available, notice(s) may be sent to the customer as described above.
- c. Email Outreach
 - i. If an email address is available in the event of undeliverable mail, notice must be sent to the customer requesting that they update their contact information in an approved manner.
 - ii. The Vendor/Provider may check other internally available systems, if any, to locate an alternative email address for undeliverable email. If available, notice(s) may be sent to the customer as described above.
3. If within the Resolution Period the customers address is successfully updated, the communication as noted below will be re-sent and the issue will be deemed resolved.
 - a. For Categories 1 and 2 Only: The original correspondence will be replicated and re-sent to the updated address.
 - b. Category 4 Communications except as specified in c below: The original correspondence does not need be re-sent.
 - c. Only for Category 4 Claims Correspondences: If a claim correspondence is returned undeliverable, the new or updated address may, as appropriate, be used for the limited purpose of re-establishing contact with the claimant until further communication instructions are obtained from the claimant.

Category 3 Communications

1. Outreach for Category 3 communications will follow the existing procedures outlined by the broader American Express process.

Category 5 Communications

1. There are no mandated procedures for the Customer Outreach process.

V. REPORTING AND OVERSIGHT

The Vendor/Provider will provide documentation of Plan procedures as substantially consistent with the following and as otherwise agreed between the Vendor/Provider and the American Express entity:

Category 1 and 2 Communications

1. The Vendor/Provider will provide regular reports no less frequently than monthly to American Express, including but not limited to:
 - a. Summaries of billing and enrollment status changes; and

- b. Undelivered mail and email totals.
- 2. The Vendor/Provider will track actions taken to resolve each instance of undelivered mail or email by maintaining records of:
 - a. Each instance of undelivered mail and email;
 - b. Actions taken to resolve the undeliverable mail issue, and the status of such actions (e.g. dates and outcomes from each Phone Outreach attempt);
 - c. Dates when correspondence was re-sent (if an updated address was provided);
 - d. The final resolution of the issue; and
 - e. Changes to billing status, including billing suspensions and refund amounts paid, if applicable.

Category 3 Communications

- 1. Since Category 3 communications are managed by a broader American Express process, no reporting is mandated to be submitted by this Plan.

Category 4 Communications

- 1. The Vendor/Provider will provide regular reports no less frequently than monthly to American Express, including but not limited to:
 - a. Undelivered mail and email totals.
- 2. The Vendor/Provider will track actions taken to resolve each instance of undelivered mail or email by maintaining records of:
 - a. Each instance of undelivered mail and email; and
 - b. Dates when correspondence was re-sent (if an updated address was provided).

Category 5 Communications

- 1. For broader marketing communications, no reporting is mandated to be submitted by this Plan.

VI. APPENDIX A

The table below specifies those instances where the system of record for Card Member contact information is other than the American Express card system, as contemplated by *Section III-Preventative Measures* hereof.

Table 1: Systems of Record (other than the American Express Card System)

Last updated on 05/14/2015

Product/ Service	System of Record
Travel Guard: <i>Global Assist</i>	As necessitated by the product construct agreed upon between the American Express entity and Vendor/Provider, Vendor/Provider may use, at the request of the customer, other contact information provided by the customer for one-time correspondences or the resolution of a specific event