

TELESERVICES SCHEDULE

TEMPLATE VERSION: 12/19/2019

**Provider: Concentrix CVG Customer
Management Group Inc.****Address: 201 East Fourth Street
Cincinnati, Ohio 45202****Master Agreement No.: CW2408047****Master Effective Date:** February 1, 2017**Schedule No.: CW2490626****Schedule Effective Date: April 1, 2020**

This "Schedule" is issued pursuant to the above referenced Master Teleservices Agreement ("Agreement"), by and between American Express Travel Related Services Company, Inc. ("AXP"), and the above-referenced "Provider".

Any term or condition not otherwise defined herein shall have the meaning specified in the Agreement or in any Work Order/SOW issued hereunder ("Work Order/SOW").

This Schedule shall apply to teleservices and related services described in Exhibit A and shall set forth certain terms and conditions thereby.

Service Agreements issued hereunder shall provide a detailed description of the services, project requirements, deliverables, acceptance criteria, and or service levels, or other tasks to be completed and or delivered applicable to this Schedule and any other mutually agreeable information.

Under no circumstance shall any modification to this Schedule constitute a binding amendment unless duly executed by AXP's Global Supply Management and Provider.

The Parties mutually and knowingly enter into this Agreement CW2490626 and upon April 1, 2020 ("Effective Date") agree to and do terminate the Schedule Agreement CW2372792, dated as of March 1, 2015 ("Schedule"). All Service Agreements entered into pursuant to the Schedule CW2372792 and in effect as of the Effective Date of Schedule CW2372792 shall remain in effect. All Service Agreements entered into pursuant to the Schedule CW2372792 will now be associated with Schedule Agreement CW2490626.

1. Term**1.1 Initial Term**

This Schedule shall commence as of the Effective Date and shall continue in full force and effect through the Term of the Master unless and until terminated as provided in the Agreement Section 3.1. (Termination for Convenience), or Exhibit A, Section 4.0 (Termination for Performance Metric Failures) herein ("Term").

1.2 Renewal and Expiration

AXP may renew this Schedule for two (2) additional one (1) year renewal terms (each one (1) year renewal 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 wishes to renew this Schedule, this Schedule shall renew in accordance with the then current terms and conditions of the Schedule and Work Orders/SOWs including amendments to such agreements thereof. If AXP does not provide Provider with notice pursuant to this Section of its desire to renew this Schedule, this Schedule and any Service Agreement shall expire accordingly. If the Agreement terminates prior to the Schedule Initial Term or Schedule Renewal Term the Schedule shall continue pursuant to the terms and conditions of the Agreement until expiration of such Schedule Initial Term or Schedule Renewal Term.1

1.3 Termination for Convenience

AXP may, at any time, terminate this Schedule for convenience upon thirty (30) days advance written notice to Provider.

2. Exhibits

Exhibit A	Description of Services
Exhibit B	Reporting Requirements
Exhibit C	Change/Expense Request Form
Exhibit D	AXP Furnished Equipment
Exhibit E	Card Application Accuracy
Exhibit F	Definitions

3. Entire Agreement

The Work Orders/SOWs and Exhibits attached to this Schedule are incorporated hereto and shall constitute part of this Schedule. This Schedule and the Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties respecting the subject matter hereof.

4. Execution

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


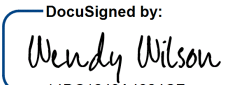
<p>AMERICAN EXPRESS TRAVEL RELATED SERVICE COMPANY, INC. (GLOBAL SUPPLY MANAGEMENT)</p> <p>DocuSigned by:  6A890D6F8E8C410...</p> <hr/> <p>Authorized Signature</p> <p>melanie chung</p> <hr/> <p>Name</p> <p>Director</p> <hr/> <p>Title</p> <p>April 10, 2020</p> <hr/> <p>Dated</p>	<p>CONCENTRIX CVG CUSTOMER MANAGEMENT GROUP INC.</p> <p>DocuSigned by:  14DC1243A4824CF...</p> <hr/> <p>Authorized Signature</p> <p>wendy wilson</p> <hr/> <p>Name</p> <p>Corporate Counsel</p> <hr/> <p>Title</p> <p>April 9, 2020</p> <hr/> <p>Dated</p>
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EXHIBIT A

DESCRIPTION OF SERVICES

As of the Schedule Effective Date and continuing throughout the Term and any Renewal Term, Provider shall, provide teleservices and related services to AXP as AXP requires in accordance with this Exhibit A for telephone calls directed to AXP and initiated by AXP's customers and prospects ("Inbound (IB) Teleservices"), for telephone calls directed to AXP's customers and prospects ("Outbound (OB) Teleservices"), and back office services in support of inbound and outbound activities ("Back Office Services"), and otherwise identified in a Work Order/SOW or in this Schedule as being part of the Services (collectively, the "Services"). The Fees include any and all services associated with call center activities including, but not limited to, the following:

1. Generalist Call Center

1.2 Technical Services :

In accordance with Section 7 of Exhibit C (Additional Services table), Technical Services or system development required as part of the startup of any new programs and/or any programming/analysis/testing necessary to support ongoing programs including system migrations, application uplifts, reporting enhancements or any other changes to existing programs shall be considered a cost of doing business and allocated on a per program basis.

1.3 Non-Chargeable Items:

1.2.1 Provider shall provide and support all hardware, software, and configuration necessary to support AXP applications to AXP's satisfaction and at no charge to AXP in accordance with the Master Exhibit H-1 (Supplemental Technology Requirements).

1.2.2 All existing Provider owned or maintained software applications which were developed for other clients but not proprietary to other clients and not subject to license fees will be made free of charge to AXP.

1.3 Hiring:

Hiring of employees will be provided at no charge to AXP.

1.4 Call Monitoring:

Provider will provide monitoring staff to perform call monitoring and fulfill related requirements at no charge to AXP in accordance with "Attachment 1 to Exhibit A Call Monitoring for Inbound and Outbound Services".

1.5 Ad Hoc Mini Surveys:

Provider will perform mini-surveys asking additional questions or collecting additional information at no cost to AXP.

1.6 Training:

Provider shall ensure that all Provider CCP working on AXP programs complete AXP's New Hire Training, Enhancement Training, Up Training and New Product Launch training (in connection with the required subject matter) and Regulatory Compliance Training. New Hire training includes but is not limited to Bank Awareness/Fraud/Compliance/Quality and Customer Privacy Principles. All Classroom Training for New Hires must result in a documented written competency test to assure that CCP's have met the required skills and knowledge to successfully complete the written requirements of New Hire Training. The written score required for classroom graduation will be determined at the

program level and will be documented in the program-level Work Order. All written test scores will be retained per Master Exhibit P, Record Retention schedule.

1.6.1 New Hire Training:

Provider will bear the responsibility of providing fully trained and certified CCP's for each program at Provider's cost. This applies to all training needs; new hire training, ramp-up training, attrition training, Regulatory Compliance Training (f.k.a. "EET"), up-training, new product training, new process training.

1.7 On the Job Training (OJT) Support:

Provider will provide experienced Customer Care Professionals (CCPs), supervisors, training specialists and/or quality analysts to answer technical questions and provide performance feedback for new Customer Care Professionals assigned to AXP programs at no cost to AXP, for a period of time to be mutually agreed between AXP and Provider. Provider shall monitor new Customer Care Professionals in accordance with requirements set forth by AXP.

1.8 Documentation:

Provider will provide and maintain detailed technical documentation pertaining to each AXP program handled by Provider at no cost to AXP. Documentation should be completed prior to program launch unless approved otherwise by AXP. This documentation includes the following as they relate to AXP work processing: system infrastructure, system architecture, system configuration, program specifications, business requirements, software specifications, and call guide scripts. AXP shall have the right to prior review and approval of all such documentation. Provider shall make such documentation available to AXP at any time upon AXP's request at no cost to AXP.

1.9 Telecommunications Requirements:

Provider shall be responsible for the delivery, operations and ongoing support of all Provider-owned voice circuits to the Provider's demarcation at each of its location(s). Voice circuits will terminate at carrier demarcation on Provider's premises. Provider is responsible for voice circuits within Provider premises.

1.10 Systems/Technology:

Provider shall procure and install all of the necessary hardware, systems, software, phone equipment, infrastructure, supplies, materials and services (singularly "Technology Provision" or collectively "Technology Provisions") that are required to provide the Services as defined by AXP. Provider shall own and retain sole control of the Technology Provisions and assume full responsibility for the costs associated with procuring, maintaining, and supporting/servicing such Technology Provisions as may be required. For all Provider-procured Peripheral Gateway Servers utilized in the performance of the Services, Provider shall bear the full responsibility of the operating system and hardware, including costs associated with the maintenance; AXP shall bear full responsibility of the software and configuration including costs associated with the maintenance. Any material changes to what is currently in place at the effective date of a Service Agreement shall be agreed to by both parties in accordance with the Agreement Section 16 (Change Control Principles).

2. Contact Management Process Requirements

In order to comply with applicable law, AXP has established a process to meet requests from persons that do not want to receive outbound telephone solicitations from AXP, its affiliates or subsidiaries and to otherwise manage the number and timing of telephone contacts that AXP, its subsidiaries and affiliates have with their respective customers and prospects (the "Contact Management Process"). Provider agrees to fulfill the requirements provided below in connection with the Contact Management Process and to cooperate with AXP at no cost to AXP, as AXP may

reasonably request in support of the Contact Management Process. Provider must comply with all procedures applicable to the Services provided in Exhibit G “US Telecommunications Policy” In the event Provider fails to adhere to the Contact Management Process requirements Provider will be subject to the Contact Management Credits outlined in Section 2 of the Agreement Exhibit J.

2.1 Outbound Contact Management Process Requirements.

In the event the Provider is required to place outbound calls, the Provider will adhere to Contact Management requirements outlined below.

- 2.1.1** The Provider is expected to retrieve Lead Files and supplementary Lead Files from the Contact Management Clearinghouse SFTP directory within one (1) business day of receiving the file notification email from Contact Management Clearinghouse.
- 2.1.2** On or before 7:00 a.m. Monday through Friday Central Time, the Provider shall create and transmit a Daily Disposition File. The file shall contain a record of each outbound call with a final disposition made during the prior day with the appropriate outcome code and, all other information as documented in the Disposition file layout. Monday’s file should include all records from Friday – Sunday.
- 2.1.3** The Weekly DNC (“Do Not Call”) Suppression Files will be posted to the Provider’s directory on the Contact Management Clearinghouse SFTP site as follows: every Friday by 5:00 p.m. CST for OBTM files (calls to existing CMs) and every Wednesday by 5:00 p.m. CST for External Acquisition files (calls to prospects). These files must be picked up and suppressed against all active campaigns within twenty-four (24) hours. The Contact Management Clearinghouse will notify Providers of the availability of the file. If a Provider does not have any new DNC suppressions for the current week; a file will not be posted. The Contact Management Clearinghouse will provide an email notification to the Provider indicating that there is no DNC Suppression File for the week.
- 2.1.4** The Contact Management Clearinghouse will send out an End of Campaign (EOC) File to each Provider the day after a campaign end date. Upon receiving the file, the Provider is required to disposition records accordingly and provide the outstanding records back to the Contact Management Clearinghouse within three (3) business days.
- 2.1.5** The Provider must notify the Contact Management Clearinghouse of Do Not Call/Do Not Solicit (DNC/DNS) requests the next business day via the Daily Disposition File.
- 2.1.6** Dispositioned records that fail the Contact Management Clearinghouse data validation and business rule checks will be written out to an Error File. The Provider must make necessary corrections to the records and return them to the Contact Management Clearinghouse within three (3) calendar days of receiving the Error File.
- 2.1.7** Upon receipt of a Recall File (explained in the Clearinghouse procedures) the Provider is required to pull the recalled leads from their active calling file, apply a final disposition code of “REC” to the lead and return it to Contact Management Clearinghouse the following Monday morning by 7:00 a.m. CST. The Recalled File (leads) can be sent to Contact Management Clearinghouse in a separate feed or included in the Monday a.m. Daily Disposition File.

- 2.1.8** In the event that AXP has identified a number of errors/Provider issues that require immediate escalation to the AXP Compliance Team, the Contact Management Clearinghouse Account Team will notify the Provider and the AXP Compliance Team that a compliance error has taken place and that a Root Cause Analysis needs to be completed by the Provider. The Provider must respond with an action plan within one (1) business day of notification. Compliance Errors are defined below, and repeated Compliance Errors, or failure to respond promptly and/or to correct process failures in a timely manner, as determined by AXP, will result in action by AXP, including, but not limited to, suspending calling within the impacted program(s).

Compliance Errors:

- **Compliance Error 1:** Provider contacts a phone number listed on a National, State, AXP, Wireless
- **Compliance Error 2:** AXP DNC's provided in the weekly Contact Management Clearinghouse Suppression File are not suppressed within twenty (24) hours and subsequently returned to the Contact Management Clearinghouse with a disposition code of "DNC" within the next business day's Daily Disposition File feed.
- **Compliance Error 3:** Provider fails to notify the Contact Management Clearinghouse of Customer DNC/DNS requests by the next business day via the daily Disposition File.
- **Compliance Error 4:** A Daily Disposition File is not received at the Contact Management Clearinghouse.
- **Compliance Error 5:** Corrected Error records are not returned to the Contact Management Clearinghouse within three (3) calendar days from receipt of the Error File from Contact Management Clearinghouse.

- 2.1.9** Sanctions or Fines assessed by Regulatory Agencies for failure to comply with DNC/DNS laws will be the full responsibility of the Provider.

Unless an exception is expressly approved in writing by AXP, the Provider must comply with requirements 10 – 12 below.

- 2.1.10** All Outbound Telemarketing calls from dialer can only be placed to phone numbers from a prioritized lead file provided by the AXP Contact Management Clearinghouse. Calls to phone numbers not on the current lead file, or calls to phone numbers from an expired lead file, are not permitted.
- 2.1.11** The Provider is required to scrub all new Lead Files provided by the AXP Contact Management Clearinghouse against National, State, and Wireless, files. Any leads found to match those lists must be suppressed and reported back in the next Daily Disposition File to the AXP Contact Management Clearinghouse.
- 2.1.12** The Provider will prioritize all Lead Files according to AXP requirements. For Lead Files where the Contact Management Clearinghouse assigns Contact Model values, the Provider will be required to utilize these values when making their selections for calling.

Exception: Provider is not required to perform the additional scrub on programs that have an Existing Business Relationship (“EBR”) and documented exception from an AXP Compliance resource. AXP will provide a list of programs with EBR exceptions on an as needed basis.

3. Call Escalations and Assists

3.1 Escalation Process:

Provider will establish an internal process, approved by AXP, to handle card member contacts that require escalation or assistance by Provider’s qualified personnel to properly resolve the contact inquiry.

4. System and Infrastructure Changes and Outages

4.0.1 Changes:

A System Change is any material change to Provider application or infrastructure that directly supports an AXP program (“System Change”) or may have a direct impact on an AXP program. Provider will immediately communicate to AXP (partneroutage@aexp.com), System Changes using the AXP provided Systems Change Report in a timely manner.

4.0.2 Outage:

An outage is Material downtime that impacts the delivery of services, adherence to performance metrics and compliance to regulatory requirements (“Outage”). Provider will immediately communicate to AXP (partneroutage@aexp.com), any and all planned Outages, upon being scheduled, initiated by the Provider and within the scope of the Provider’s control, to any systems and infrastructure supporting AXP programs. In the event an unplanned Outage occurs to a system(s) or infrastructure supporting AXP programs the Provider will immediately, upon incident discovery, notify AXP via telephone and follow up with an email (partneroutage@aexp.com).

4.1 Tracking and Reporting:

4.1.1 Systems Change Report:

Provider must notify AXP upon identification of Infrastructure or Systems Changes that materially impacts the AXP program. Should AXP identify any program impacts resulting from the Provider’s Systems Change Report, AXP will notify the Provider, and the parties will follow the Change Control Principles of the Agreement.

4.1.2 Outages:

In the event of an Outage that requires invocation of an approved business continuity plan, Provider shall provide a documented Post Incident Report (“PIR”) and send to AXP in accordance with the Master Exhibit I – Crisis Preparedness Program. If outage of Provider or client system causes service disruptions, Provider shall invoke an AXP approved downline process with appropriate disclosure to caller.

4.1.2.1 Providers will report to AXP of upcoming system and infrastructure changes which are in direct support of or may have direct impact on the AXP program. Notification will occur within a reasonable timeframe prior to such changes being implemented.

4.1.2.2 Providers will notify AXP immediately of scheduled changes that are urgent which are in direct support of or have direct impact on the AXP program. Significant changes projects that are urgent and does not allow for prior notification must be completed before the next report period require an out of cycle report that should be sent immediately.

4.1.2.3 AXP will review the process and the report template with the respective IT contacts.

5. **AXP Fixed Assets**

Fixed Asset Requirements: AXP prefers that all hardware and fixed assets at the Provider's Service Location be owned by the Provider. In the event that any hardware or other fixed assets is provided by AXP for installation on Provider's premises (including voice response systems), such fixed assets shall be documented on "Exhibit E - AXP Furnished Equipment, Software, Data, Etc." and shall remain the property of AXP. On an ongoing basis, Provider shall maintain an updated, accurate listing of all AXP fixed assets on Exhibit E and capture any newly supplied fixed assets in the respective program Work Order/SOW.. Provider will return such AXP property at AXP's request or upon the expiration or termination of this Schedule.

Provider shall make no changes or modifications to, or substitutions for, such hardware or fixed assets without the prior consent of AXP, which consent may be given or withheld for any reason in AXP's sole discretion. In the event that AXP gives such consent, Provider shall pay the cost of any such change, modification or substitution. In the event that AXP requests Provider to make a change, modification or substitution for, such hardware or fixed assets, AXP shall pay the cost thereof.

6. **Business Continuation**

The Business Continuation Plan ("BCP") required by the Agreement shall include, but not be limited to, the following specific items:

6.1. Testing

Provider shall test the BCP on an annual basis.

6.2. Business Disruption

Provider shall perform the following during any business disruption:

- 6.2.1 Play outgoing messages to AXP customers in the event of an outage.
- 6.2.2 Re-route calls to alternate location for servicing with access to all client systems as appropriate for Provider configuration, meaning, when more than one AXP site is not operational, Provider will then route to secondary site. AXP will control primary routing.
- 6.2.3 Immediately and systematically switch voice and data traffic to alternate circuits.
- 6.2.4 Immediately and systematically empty call queues (if utilized) of AXP customer traffic by routing to alternate servicing locations.
- 6.2.5 Fail-over to alternate circuits, clearing of call queues, and alternate call routing in the event of business disruption

should be systematic, seamless, and transparent to the AXP Customer

6.2.6 Message, Auto Call Routing, and Clearing of the Queue.

6.3. Technical Support

Provider shall provide 24x7 technical support coverage for problem identification, diagnosis and resolution.

6.4. Business as Usual Activities

Where business continuation plans or activities are required in the event of a termination, Provider will support “business as usual” processing and support transition activities for a period no less than six months.

7. Pre-authorization Expenses Requests

All training, incentives, programming and other expenses requested by Provider must be pre-approved by AXP. Provider shall begin no billable work related to such requests which apply to telemarketing incentives, telemarketing systems, telemarketing training and other expenses unless a copy of the applicable Change /Expense Request Forms, as outlined in Exhibit D herein is delivered to AXP and AXP has provided approval to Provider via email.. Other Expenses are defined as expenses not related to Telemarketing incentives, systems or training such as overtime work.

8. Establishment and Modification of Performance Metrics

See Section 14.2 of the Agreement.

9. Compliance with Application Accuracy

In connection with its obligations hereunder and pursuant to Section 30 of the Agreement (Compliance), in the event Provider is required to process basic card applications or balance transfer applications or supplemental additional cards applications Provider will adhere to the Card Application Accuracy Service Level requirements outlined in Exhibit F to this Schedule.

10. Additional Services

The Base Rates do not include the Additional Services outlined in Section 7 of Exhibit C which are priced separately. When planning any of the Additional Services Provider must scope and size the anticipated work and present a proposal to AXP. Prior to commencing with any such work Provider must secure AXP’s written permission to proceed.

ATTACHMENT 1 TO EXHIBIT A **CALL MONITORING FOR INBOUND AND OUTBOUND** **SERVICES**

These activities adhere to the Global Servicing Group (“GSG”) Telecommunication Procedures that 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 and are subject to change.

Technical Requirements:

- Provider systems & all associated hardware (to include desktops) will be configured, maintained and monitored with appropriate redundancy to 100% of all calls on sales programs must be in their entirety, subject to applicable and programs and laws. In the event that the Card Member/Prospect opts-out from the recording of a call, Provider shall be relieved from recording the call, however, Provider must follow a documented process detailing the process to service the call without capturing the recording and a record of the opt-out must be documented per or AXP requirements and retained according to the Records Retention Schedule requirements.
- 100% Monitoring using AI Speech Analytics – Programs on Independent Technology Model.
For each program operating under the Independent Technology Model Provider will adhere to the following:
 - Provider shall use commercially reasonable efforts to implement, and shall cause each of its Subcontractors to implement, at it's or their expense, in accordance with AXP requirements, and pursuant to this Attachment 1 to Exhibit A (Call Monitoring for Inbound and Outbound Services), 100% Call Monitoring for all sales and servicing calls without exception unless otherwise specified in a Service Agreement. Data retention for all call recordings must be stored and maintained in a location approved for AXP data storage and retention, including all PII. Analytic processing must also be performed and stored within an AXP approved location. Any exception to the before mentioned must be approved by AXP in writing.
 - Provide AXP direct access to Provider's speech analytics tool with the capability to search for scope of included calls and search criteria for output.
- Remote Monitoring: On-line, off-site live monitoring capabilities (voice and screen) for AXP to monitor ongoing calls at any time independently and without pre-arrangement. Access charges (telephone, data line usage) are not included in the Fees. Adequate technology resources to support call technology, and updated on-line seating charts.
- Provide AXP direct access to Provider's call recording platform (voice and/or data) with the capability to search for specific calls (ie: provide adequate support including search capability that includes customer ID (i.e. GEN ID, CARD PROXY ID, CM (card member) name, CCP ID, Date and Time of call).

1. Call Monitoring Definitions

- **PCT (Provider Compliance Testing):** Compliance monitors conducted by Provider per AXP requirements. PCT measures error rate.
- **BST (Business Self Testing):** Framework or program conducted by American Express to test specific transactions for regulatory compliance. BST measures error rate.
- **Marketing Programs:** as defined by programs that have an offer component (sale/save).
- **Sale/Save:** Sale or save on programs is defined as an Offer and Accept (with the exception of Inbound Card Sales: Sale = Full Presentation made, i.e. first time Expressed Informed Consent (EIC) is obtained).
- **Full Presentations:** Product is fully explained and EIC is obtained.
- **Did Not Gain Expressed Informed Consent (EIC):** Did not ask or receive “yes” or other more definitive statement from Cardmember/ Prospect after reading disclosure and asking for Expressed Informed Consent.
- **Incomplete/Inaccurate Disclosure:** Scripted disclosure was not read verbatim.
- **Unfair, Deceptive or Abusive Acts or Practices (UDAAP):** Any statement that misleads a Cardmember or Prospect, whether intentional or not and whether during an offer/sale/save or when communicating card fees, features, benefits, terms and conditions
- **Fraudulent/Falsified Sale/Save:** Specific types of UDAAP call whereby fraudulent/falsified/misleading information is intentionally provided to a customer to influence their decision to accept the offer as defined by Compliance regulatory agencies. These calls typically demonstrate CCP intent to mislead. Intention to mislead can be identified via any means or method, including call monitoring and validation of sales and saves, Customer Complaints, and BST.
- **Non-Compliant Sale/Save:** As defined by programs, a non-compliant sale/save is processing a sale when the CCP did not gain the Cardmembers’/Prospects’ expressed informed consent. Also incorrectly dispositioning a sale/save resulting in failure to appropriately fulfill the sale/save.
- **Sale Not Recorded:** Complete sale was not recorded and/or was unclear. (i.e. poor recording) where the Cardmember/prospect did not opt-out. Where CM does opt out of call recording, sale must be logged as “CM OPT OUT” on CCP Incident Tracker by the **Team Leader (TL)** who handled the call.
- **Speech Analytics:** The process of analyzing voice recordings or live customer calls to contact centers with speech recognition software to discover customer insights and improve contact center performance as well as measure compliance adherence.

2. **Provider PCT Monitoring Requirements**

Monitoring Staff will conduct Provider Compliance Testing (“PCT”) technical monitoring (including both On the Job Training (“OJT”) monitoring and Production monitoring) as specified within this Attachment 1 to Schedule Exhibit A.

Unless otherwise specified herein, the call monitoring requirements within this Attachment are applicable to all AXP inbound and outbound programs categorized as sales or non-sales. In order to meet the monitoring requirements, Provider must identify and document their evaluated results based on the specific criteria defined for the call type, as defined by AXP. For example, if Provider supports a sales program, Provider must monitor and evaluate such calls based upon a specific set of criteria for sales calls as defined by AXP.

Provider will conduct PCT Monitoring two (2) times per month on all CCPs, regardless of whether or not the CCP is in OJT or Production. Provider may reduce PCT Monitoring to one (1) monitor only in months in which the CCP is released from class to OJT after the 21st of the month. PCT Monitorings are to be conducted remotely by Provider’s monitoring personnel. Results of the PCT

Program will be reported to AXP in accordance with the Reporting Requirements outlined in Schedule Exhibit C.

Reported PCT scores must include 100% of all remote monitor scores that are part of the standard, PCT sample of two (2) monitors per CCP per month. PCT scores should include a review of data, where available, to ensure customer fulfillment. Where such data is not available, the monitor report should reflect subsequent review of the Card Member (“CM”) account to ensure customer fulfillment.

3. General Provider PCT Monitoring Requirements

- 3.1** Provider will have sufficient monitoring staff to monitor, interpret results and provide feedback. Monthly monitor requirements for individual CCPs should not be conducted all in the same day during one monitor session. Monitors for each CCP should be conducted at various times throughout the month and distributed across days / shifts.

3.1.1 Section 3.1 of Section 3 (Partner PCT Monitoring Requirements – Numbers and Frequencies) will continue to be in effect for any sales and servicing program that have not transitioned to 100% Monitoring using AI Speech Analytics. The following replaces Section 3.1 for all sales and servicing programs that have transitioned to the 100% Monitoring using AI Speech Analytics.

All CCP's are required to have 100% PCT monitoring performed through Speech Analytics or other AXP approved methodologies. The established requirement must be met exactly (no more, no less) and these monitors will be reported to AXP as the Program PCT Score.

- 3.2** Provider will provide evaluations of its CCPs in a standard report format acceptable to AXP weekly and monthly.
- 3.3** All analytics and monitoring evaluations and forms will be subject to AXP audit.
- 3.4** Provider PCT monitors with citings (errors) must be reviewed with the CCP within forty-eight (48) hours of the observation when the CCP is staffed or immediately upon the CCP's return. The CCP's signature and date must appear on the monitor/evaluation form.
- 3.5** Scoring of calls analyzed (monitored) will be added directly into Provider's PCT tracking software.
- 3.6** PCT Calibration Frequency: AXP and Provider may establish PCT calibration frequency for individual programs as directed by AXP but not to exceed weekly sessions except where errors are detected.

AXP will use remote access to the program data, as made available by Provider in accordance with the Technical Requirements listed above to regularly validate Provider's self-reporting requirements.

Quality calibration session frequency will be determined at AXP's sole discretion based on the Provider's Excellent and RTF performance.

4. BST (Business Self Testing) Overview

Business Self Testing, testing conducted by an independent AXP team that audits calls for transactional regulatory compliance. **BST** measures error rate.

- 4.1** **BST** Citings must be acknowledged within 5 business days of receipt of the ‘Detailed Error Report’ or the Error Challenge Form must be provided to AXP within 5 business Days of receipt of same.
- 4.2** Provider will have sufficient monitoring staff to provide timely feedback to CCPs and drive BST results.
- 5. UDAAP, Sales Misconduct Error and Compliance Error Goals and Actions (including Fraudulent/Falsified Sales)**
- 5.1** Provider must enforce a “Zero Tolerance Policy” which covers errors classified as Tier 3 (which includes fraudulent/falsified sales and any intentional unfair and deceptive practice). The Zero Tolerance Policy is to be signed by their employees and proof of the signature process must be available for auditing purposes.
- 5.2** Any Provider employee identified with error(s) classified as Tier 3 (regardless of call type or method of discovery) are subject to the zero tolerance policy. Any Provider employee demonstrating such intent will become immediately ineligible to work on any AXP account unless otherwise determined by AXP.
- 5.3** All UDAAP errors must be immediately reported to the AXP provider quality oversight analyst and process manager for decisioning.
- If Provider **suspects** UDAAP error may be a potential fraudulent sale or other Tier 3 error, Provider must immediately temporarily remove the CCP from the account and await direction from AXP.
 - Immediately notify the AXP Provider Oversight Analyst and Process Manager for input of final decisioning
 - Provider must provide the call recording and any relevant details
 - AXP will immediately review the call to determine fraud and next steps.
 - Upon review and determination Provider must action accordingly
 - If Tier 3 is determined, request for removal and notice of ineligibility will be provided by AXP.

Any additional research requested must be provided to AXP on the CCP Incident Tracker Report within fourteen (14) days of the identification of the Fraudulent Sale (or other timeframe as approved by AXP).

Regardless of method of discovery (PCT monitoring, BST, calibration, listening sessions, playback, etc. the following actions are required for CCP infractions

Tier	Description/Example	Required Action
Tier 1	Error Only (CCP did not give the right fee structure for the product)	Provide evidence of Coaching/Feedback provided to CCP
Tier 2	Error PLUS a need for account correction or CM communication resulting from the error (address change not updated, account correction needed)	<ul style="list-style-type: none"> • Provide evidence of Coaching/Feedback provided to CCP • Recommendation to provide a formal warning to CCP
Tier 3	Error occurring from an intentional act of bad faith (e.g. to decrease CHT, the CCP does not complete or falsifies authentication of the CM”) earn incentive (including falsification of account documentation)	Immediate removal from all AXP programs, CCP becomes ineligible to work on future AXP programs

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- 5.4** As requested by AXP, Provider will perform the necessary steps/processes to proactively reverse sales that are deemed as falsified and reimburse AXP any fees charged to the Card Member/Prospect, including but not limited to; finance charges, late fees, etc. Any recovery that must be performed by AXP will be charged back to Provider at cost.
- 5.5** An updated CCP Incident Tracking Report is due to the AXP Provider Oversight Analyst weekly regardless of whether an unfair or deceptive practice is cited (errors must be classified and action recorded). This CCP Incident Tracking Report should also include the logging of any CM that requested to Opt Out of call recording.

6. Other Monitoring Requirements

Provider will continue to listen and coach to transaction based survey system ("VoCM surveys for customer treatment as well as a random sample of live/recorded calls. If VoCM measurement is not available for a program or if survey volume does not provide an adequate sample size, Provider Service Location will augment their coaching efforts by listening to recorded calls and utilizing a Voice of Customer (VoCM) scan form to assess the customer treatment on calls and derive a score for the CCPs.

7. Other requirements

- 7.1** Provider must follow any additional guidelines as listed in any procedural document or other communication pertaining to Compliance by GPSS as well as all requirements in the US Telecommunication Policy contained in the Agreement Exhibit G.
- 7.2** Provider must follow all regulatory requirements as indicated by Federal and State regulations as relates to Provider performing its obligations as a service provider hereunder, regardless of whether identified by AXP.
- 7.3** The frequency of monitor observations for any other objectives (sales effectiveness, customer experience, technical quality, general coaching) may be determined by specific program requirements and can be indicated in the program Work Order or other business requirements documentation and be separate from all PCT observations.
- 7.4** **Provider Employee Incentives:** Any incentive programs designed to drive performance (sales, customer satisfaction, call handling metrics, etc.) must include a compliance metric such as PCT and/or BST as approved by AXP. Provider employee must meet the applicable compliance metric in order to be eligible for any AXP incentive bonus.

EXHIBIT B

REPORTING REQUIREMENTS

The following is a listing of the standard report elements required for each inbound program, unless otherwise specified by AXP in a program Work Order. The table below is not all inclusive and individual programs often require additional elements unique to the program. These elements may be built into different reports for use by Marketing Managers. Report format, distribution and frequency are to be jointly agreed upon during the implementation phase.

Standard Inbound Reporting Elements:

Report Type	Details
Switch Report inclusive of, but not limited to: <ul style="list-style-type: none"> • Calls Offered • Calls Handled • Calls Abandoned • Abandon Rate • Service Level • Misdirected Calls • Misdirected % • ATT • ACWT • AHT • Occupancy Rates • Dial Transfers 	Intraday, Daily, weekly and monthly, inclusive of calls handled, calls offered, service levels, etc.
Staffing and CCP Attrition reports	Weekly, Monthly
System outage reporting	As needed and in accordance with Section 19 of the Agreement.
Production Reports (product level reporting)	Daily, weekly and monthly
Disposition Reporting	Daily, weekly and monthly due on the 5 th business day for the results of the previous month.
Business Self Test (BST)	Monthly on the 5 th business day of the month for the results of the previous month.
Compliance Attainment Report	Monthly on the 5 th business day of the month for the staff results of the previous month.
Training Tracking	Immediately upon completion of each training but no less than 72 hours after training is complete.
Enable GEN ID processing and VoCM Customer Experience Survey File	Daily
CCP GPQ Performance Reporting File	Weekly and monthly
Switch & Performance File feeds to AXP “Compass” Reporting System	Daily, weekly, and monthly
Post Incident Report (PIR)	Within 5 business days after a CPP has been invoked, in accordance with MTA Exhibit I.
Root Cause Analysis Remedial Report	As needed and in accordance with MTA Section 14.7.

ATTACHMENT 1 TO EXHIBIT C

OUTBOUND REPORTING REQUIREMENTS

The following is a listing of the standard report elements required for each outbound program, unless otherwise specified by AXP in a program Work Order. The table below is not all inclusive and individual programs often require additional elements unique to the program. These elements may be built into different reports for use by Marketing Managers. Report format, distribution and frequency are to be jointly agreed upon during the implementation phase.

Standard Outbound Reporting Elements:

Report Type	Details
Production and Switch Reports (i.e., system generated reporting, not manual)	Daily/Weekly/Monthly reporting including but not limited to: a) Hours b) Sales c) Refusals d) Contacts e) Completes f) Sales Per Hour g) Contacts Per Hour h) Conversion i) Net Leads j) Leads Used k) Penetration l) Floating Penetration m) Released n) Rested o) Currently Rested p) Callable Leads q) Total Finals on beginning of calling r) Total Dials s) Connects t) Abandons u) Abandon %
Disposition reporting (Disposition reporting is inclusive of ALL calls handled)	Daily, weekly and monthly due on the 5 th business day for the results of the previous month.
Staffing and CCP attrition reports	Daily, Weekly, Monthly
System outage reporting	As needed and in accordance with Section 19 of the Agreement.
Production Reports (product level reporting)	Daily, weekly and monthly
Business Self Test (BST)	Monthly on the 5th business day of the month for the results of the previous month.
Compliance Attainment Report	Monthly on the 5th business day of the month for the staff results of the previous month.

Report Type	Details
Scrub / Phone Append reporting	By Calling List
Training Tracker Logs*	Immediately upon completion of each training but no less than 72 hours after training is complete.
Enable GEN ID processing and VoCM Customer Experience Survey File	Daily
CCP GPQ Performance Reporting File	Weekly and monthly
Switch & Performance File feeds to AXP “Compass” Reporting System	Daily, weekly, and monthly
Post Incident Report (PIR)	Within 5 business days after a CPP has been invoked, in accordance with MTA Exhibit I.
Root Cause Analysis Remedial Report	As needed and in accordance with MTA Section 14.7.
Staffing and CCP attrition reports	Weekly, Monthly

EXHIBIT C

PRE APPROVAL/EXPENSE REQUEST FORM

(For audit purposes, Provider is required to print the AXP approved version of this form and retain it with the applicable invoicing. If an email is used in lieu of this form, Provider is required to retain such AXP approval email.)



Incentive Request Form

Date Created: _____

Provider Name: _____ Service Location: _____

Program Name: _____ I/B ☐ O/B ☐

Section I – Contact Information

Program Manager / Process Owner		Telephone Number	
Provider Manager		Telephone Number	

Section II – Scope of Work

Description of incentive request:

Section III – Cost Estimate/Cost Variance

Estimated Incentive Value \$					
Incentive Name:				Date	

Period of Performance	Invoice Month/Year	Invoice Amount	Cost Estimate/Balance	*Favorable / (Unfavorable) Variance %
			\$	
		\$	\$	%
		\$	\$	%
		\$	\$	%

Reason for variances exceeding (10%)

Incentive Name				Date	
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*Variance % = Balance ÷ Cost Estimate. If variance exceeds 10% a new/additional Pre Approval Request Form is required for the full amount (historic and planned). End to end pre authorization forms are required to be retained and must be retained together.

EXHIBIT C

ATTACHMENT 1 - PRE APPROVAL SYSTEMS REQUEST FORM

[For audit purposes, Provider is required to print the AXP approved version of this form and retain it with the applicable invoicing. If an email is used in lieu of this form, Provider is required to retain such AXP approval email.]



Systems Request Form

Date Created: _____

Provider Name: _____ Service Location: _____

Program Name: _____ I/B ☐ O/B ☐

Period of Performance: _____ Budget Year: _____
Documentation Attached? Yes ☐ Attachment { } No ☐

Section I – Contact Information

Program Manager / Process Owner		Telephone Number	
Provider Manager		Telephone Number	

Section II – Scope of Work

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Section III – Cost Estimate/Cost Variance

Analysis		+	Coding		+	Testing		=	Total Hours	
Total Hours		×	Rate		=	Total Dollars		\$		
Program Name									Date	

Period of Performance	Invoice Month / Year	Invoice Amount	Cost Estimate/Balance	*Favorable / (Unfavorable) Variance %	Was the work completed?
			\$		
		\$	\$	%	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	%	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	%	<input type="checkbox"/> Yes <input type="checkbox"/> No
Reason for variances exceeding (10%)					
Program Name				Date	

*Variance % = Balance ÷ Cost Estimate. If variance exceeds 10% a new/additional Pre Approval Request Form is required for the full amount (historic and planned). End to end pre authorization forms are required to be retained and must be retained together.

EXHIBIT C

ATTACHMENT 2 - OTHER PRE APPROVALS REQUEST FORM

[For audit purposes, Provider is required to print the AXP approved version of this form and retain it with the applicable invoicing. If an email is used in lieu of this form, Provider is required to retain such AXP approval email.]



Date Created

Other Expenses Pre Approval Request Form (Refer to descriptions and rates contained in Section 7 of Exhibit C (Additional Services))

Provider Name: _____ Service Location: _____

Program Name: _____ I/B ☐ O/B ☐

Price Tier: _____

Period of Performance: _____

Budget Year: _____

Section I – Contact Information

Program Manager / Process Owner		Telephone Number	
Provider Manager		Telephone Number	

Section II – Scope of Work

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Section III – Cost Estimate/Cost Variance

Number of Reps		×	Hours per Rep		=	Total Hours	
Total Hours		×	Hourly Rate		=	Total Dollars	
Exhibit D item name						Date	

Period of Performance	Invoice Month/Year	Invoice Amount	Cost Estimate/Balance	*Favorable / (Unfavorable) Variance %	Services completed?
			\$		
		\$	\$	%	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	%	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	%	<input type="checkbox"/> Yes <input type="checkbox"/> No

Reason for variances exceeding (10%)

Exhibit C item name				Date	

* If variance exceeds 10% a new/additional Pre Approval Request Form is required for the full amount (historic and planned). End to end pre authorization forms are required to be retained and must be retained together.

EXHIBIT D
AXP FURNISHED EQUIPMENT, SOFTWARE, ETC.

Yes ☐ Provider DOES have access to AXP furnished assets
No ☒ Provider DOES NOT have access to AXP furnished assets

[Specify list of equipment, software, materials, etc. (collectively “AXP Property”) that will be supplied by AXP to Provider to implement and manage the Services. Note: If the Services are terminated all property supplied by or paid for by AXP will be returned by Provider to AXP. Both Provider and AXP will be responsible for keeping an accurate and up to date list of all AXP property.]

Updates to this list may be made at the Work Order level on the Exhibit entitled “AXP Furnished Equipment, Software, Data, Etc.”.

Ln. #	Detailed Description (i.e. Model #, part#, and/or nomenclature)	Asset Id#	From Whom (AXP Asset Owner)	To Whom (Provider Co. Name)	Date	Purpos e	Provider Location Person(s) Responsibl e (Contact Info)
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							
13.							
14.							
15.							
16.							
17.							
18.							
19.							
20.							
21.							
22.							
23.							

EXHIBIT E

CARD APPLICATION ACCURACY SERVICE LEVELS

LAST MODIFIED 05/01/2017

Commencing on the effective date of a Service Agreement requiring Card Application processing by Provider, Provider will adhere to the Card Application Accuracy Service Level requirements outlined below in the event Provider is required to process Basic Applications, Balance Transfer Applications, or Supplemental Additional Cards Applications (singularly “Application” and collectively “Applications”).

1. Performance Period

The Performance Period is defined as the twelve (12) month period beginning on the 1st Occurrence (as the term “Occurrence” is defined below), and will be a twelve (12) month rolling period thereafter.

The term “Occurrence” is defined as any month or months in which Accuracy Service Levels are not met. Failure of the Accuracy Service Levels in a given month will count as one Occurrence.

2. Service Levels

2.1 Table 1 - Definitions for Service Level Pass and Failure:

Accuracy Service Level
<p><u>Pass</u></p> <ul style="list-style-type: none"> • \geq 98.2% monthly Application Accuracy (Based upon the total number of Applications submitted in a month.) <p><u>Failure</u></p> <ul style="list-style-type: none"> • < 98.2% monthly Application Accuracy (The mistakes allowable are directly correlated to the number of Applications submitted in a month.)

2.1.1 Table 1 - Definitions:

- A File is defined as one or more records (Cardmember Applications) submitted by Provider. More than one File could be submitted per month.
- An Aged File is a File that is submitted twenty-five (25) days after the Application Date.
- Application Date is defined as the date in which Provider receives an Application.

2.2 File Transmission Issues:

Timeliness Service Levels will apply in all situations except the following:

2.2.1 File Fails Transmission for Unknown Reason (Outside of Normal Business Hours):

In the event that Provider submits a File over a weekend or holiday, and the transmission of such File fails and cannot be automatically resent, AXP will waive the “Per Occurrence Credit(s)” (as set forth in Section 2 of the Agreement Exhibit J). Provider will be required to remedy the situation by retransmitting the File on the next business day following the weekend or holiday.

2.2.2 File Fails Transmission Due to AXP Related System Issues:

In the event that Provider submits a File in accordance with the Timeliness Service Levels specified in Table 1, and such File is not received by AXP due to an AXP related system issue, Provider will not be subject to the “Per Occurrence Credit(s)” (as set forth in Section 3 of the Agreement Exhibit J). Provider will be required to remedy this situation by retransmitting the File on the next business day or when the AXP system issue is fixed, whichever is later.

2.3 AXP File Reconciliation

The Provider submits real time and batch Applications to AXP inclusive of Process Control Numbers (PCN#s).

Each Application submitted will be auto-assigned a PCN that will be used to identify the Application in the reconciliation process. The reconciliation of all PCNs submitted by the Provider either real time or batch will be conducted by AXP. AXP will notify the Provider of any PCNs identified as missing as a result of the reconciliation process.

AXP and Provider will investigate any missing PCNs and/or Applications, and problematic File transmissions to determine the root cause. In the event that any such issues are found to be the fault of Provider, Provider will submit an action plan to AXP within three (3) business days of detection explaining how and why the issue(s) have occurred and the steps that will be taken to remedy the issue(s) and prevent future occurrences. In addition, if Provider is found to be at fault, Provider may be subject to the Service Level Violations and Credits as specified in Section 3 of the Agreement Exhibit J.

AXP will provide a monthly summary report to Provider on the tenth (10th) business day of each month that will summarize the previous month’s Accuracy results. Provider shall review the monthly summary report and will notify AXP of any challenges to the reported results within fifteen (15) business days of receiving such monthly summary report.

EXHIBIT F

DEFINITIONS

Version as of 10/28/2016

The following terms and definitions may apply.

- **ACW:** After Call Work. The time associated with performing an offline administrative activity related to a call. ACW will be agreed upon and stated in the applicable Work Order.
 - **Attached ACW:** After Call Work. Work immediately following an inbound call, Contact or transaction and related to such call, Contact or transaction. Work may involve, but may not be limited to, keying activity codes, updating database, filling out forms or placing another call.
 - **Unattached ACW:** After Call Work not associated with an ACD inbound call
- **Certified CCP:** CCP who passed a pre-defined set of metrics officially moving from OJT to Production.
- **Graduated CCP:** CCP's who have achieved a passing score from the new hire classroom training. AXP metrics will be defined by Global Servicing Learning Network (GSLN)
- **PCT (Partner Compliance Testing):** Compliance monitors conducted by Provider per AXP requirements. **PCT** measures error rate.
- **Up-Training:** Any Training post new hire classroom training related to new product launches and new processes or any training mandated by the business.
- **Ramp-up Training:** New Hire Training where AXP increases the program size relative to their FTE count. (i.e. increase from 100 to 130 FTE positions).
- **Service Location:** Location where Services are provided by Supplier.
- **Zero Tolerance Policy:** "Zero Tolerance" refers to employee policies and practices that mandate predetermined consequences, up to and including termination in response to specific types of employee misbehavior or violation—regardless of the context or rationale for the behavior and or violation.

