REFINITIV

DELTA REPORT

10-K

AXP - AMERICAN EXPRESS CO

10-K - DECEMBER 31, 2023 COMPARED TO 10-K - DECEMBER 31, 2022

The following comparison report has been automatically generated

TOTAL DELTAS	7389
CHANGES	707
DELETIONS	3264
ADDITIONS	3418

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Form 10-K

☑ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the fiscal year ended December 31, 2022

December 31, 2023

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the transition period from to

OR

Commission File No. 1-7657

AXP_BlueBoxLogo.jpg

American Express Company

(Exact name of registrant as specified in its charter)

New York	**13-4922250**
(State or other jurisdiction of incorporation or organization)	*(I.R.S. Employer Identification No.)*
200 Vesey Street **New York, New York**	**10285**
(Address of principal executive offices)	*(Zip Code)*

Registrant’s telephone number, including area code: (212) 640-2000

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Shares (par value $0.20 per Share)	AXP	New York Stock Exchange

Securities registered pursuant to section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes þ No o

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes o No þ

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports) and (2) has been subject to such filing requirements for the past 90 days. Yes þ No o

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes þ No o

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of “large accelerated filer,” “accelerated filer,” “smaller reporting company” and “emerging growth company” in Rule 12b-2 of the Exchange Act.

Large accelerated filer þ   Accelerated filer o   Non-accelerated filer o   Smaller reporting company ☐   Emerging growth company ☐

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

Indicate by check mark whether the registrant has filed a report on and attestation to its management's management’s assessment of the effectiveness of its internal control over financial reporting under section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. þ

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. o

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's registrant’s executive officers during the relevant recovery period pursuant to § 240.10D-1(b). o

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No þ

As of June 30, 2022 June 30, 2023, the aggregate market value of the registrant’s voting shares held by non-affiliates of the registrant was approximately $104.0 $128.1 billion based on the closing sale price as reported on the New York Stock Exchange.

As of February 2, 2023 February 1, 2024, there were 744,192,702 723,869,787 common shares of the registrant outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Part III: Portions of Registrant’s Proxy Statement to be filed with the Securities and Exchange Commission in connection with the Annual Meeting of Shareholders to be held on May 2, 2023 May 6, 2024.

TABLE OF CONTENTS

This Annual Report on Form 10-K, including the “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 that are subject to risks and uncertainties. You can identify forward-looking statements by words such as “believe,” “expect,” “anticipate,” “intend,” “plan,” “aim,” “will,” “may,” “should,” “could,” “would,” “likely,” “estimate,” “potential,” “continue” or other similar expressions. We discuss certain factors that affect our business and operations and that may cause our actual results to differ materially from these forward-looking statements under “Risk Factors” and “Cautionary Note Regarding Forward-Looking Statements.” You are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date on which they are made. We undertake no obligation to update publicly or revise any forward-looking statements.

This report includes trademarks, such as American Express®, which are protected under applicable intellectual property laws and are the property of American Express Company or its subsidiaries. This report also contains trademarks, service marks, copyrights and trade names of other companies, which are the property of their respective owners. Solely for convenience, our trademarks and trade names referred to in this report may appear without the ® or ™ symbols, but such references are not intended to indicate, in any way, that we will not assert, to the fullest extent under applicable law, our rights or the right of the applicable licensor to these trademarks and trade names.

Throughout this report the terms “American Express,” “we,” “our” or “us,” refer to American Express Company and its subsidiaries on a consolidated basis, unless stated or the context implies otherwise. The use of the term “partner” or “partnering” in this report does not mean or imply a formal legal partnership, and is not meant in any way to alter the terms of American Express’ relationship with any third parties. Refer to the “MD&A —“ “ Glossary of Selected Terminology” under “MD&A” for the definitions of other key terms used in this report.

PART I

ITEM 1. BUSINESS

Overview

American Express is a globally integrated payments company, providing customers with access to products, insights and experiences that enrich lives and build business success. We are a leader in providing credit and charge cards to consumers, small businesses, mid-sized companies and large corporations around the world. American Express® cards issued by us, as well as by third-party banks and other institutions on the American Express network, can be used by Card Members to charge purchases at the millions of merchants around the world that accept cards bearing our logo.

Our various products and services are offered globally to diverse customer groups through various channels, including mobile and online applications, affiliate marketing, customer referral programs, third-party service providers and business partners, direct mail, telephone, in-house sales teams and direct response advertising.

We were founded in 1850 as a joint stock association and were incorporated in 1965 as a New York corporation. American Express Company and its principal operating subsidiary, American Express Travel Related Services Company, Inc. (TRS), are bank holding companies under the Bank Holding Company Act of 1956, as amended (the BHC Act), subject to supervision and examination by the Board of Governors of the Federal Reserve System (the Federal Reserve).

We principally engage in businesses comprising four reportable operating segments: U.S. Consumer Services (USCS), Commercial Services (CS), International Card Services (ICS) and Global Merchant and Network Services (GMNS). Corporate functions and certain other businesses are included in Corporate & Other. Our businesses function together to form our end-to-end integrated payments platform, which we believe is a differentiator that underpins our business model. For further information about our reportable operating segments, please see “Business Segment Results of Operations” under “MD&A.”

DifferentiatedBusinessModel.jpg

Our Integrated Payments Platform and Technology

Through our general-purpose card-issuing, merchant-acquiring and card network businesses, we are able to connect participants and provide differentiated value across the commerce path. We maintain direct relationships with both our Card Members (as a card issuer) and merchants (as an acquirer), and we handle all key aspects of those relationships. These relationships create a “closed loop” in that we have which provides us with direct access to information at both ends of the card transaction, which distinguishes distinguishing our integrated payments platform from the bankcard networks. Through contractual relationships, we also obtain information from third-party card issuers, merchant acquirers, aggregators and processors with whom we do business.

Our integrated payments platform allows and the systems and infrastructure that underlie it allow us to analyze information on Card Member spending, build models and build algorithms and other use analytical tools that we use to help us underwrite risk, reduce fraud and provide targeted marketing and other information services for merchants and partners and special offers and services to Card Members, all while respecting maintaining our commitment to respect Card Member preferences and protecting protect Card Member and merchant data in compliance with applicable policies and legal requirements. Through contractual relationships, we We also obtain information from third-party card issuers, merchant acquirers, aggregators leverage technology to allow for faster introduction and processors with whom we do business. greater differentiation of products, as well as to develop and improve our service capabilities to continue to deliver a high-quality customer experience.

Card Issuing Businesses

Our global proprietary card-issuing businesses are conducted through our USCS, CS and ICS reportable operating segments. We offer a broad set of card products, rewards and services to a diverse consumer and commercial customer base, in the United States and internationally. We acquire and retain high-spending, engaged and creditworthy Card Members by:

- Designing innovative credit, charge and debit card products and features payment and lending solutions that appeal to our target customer base and meet their spending and borrowing needs
- Using incentives to drive spending on our various card products and increase customer engagement, including our Membership Rewards® program, and Amex® Offers programs, cash-back reward features, interest rates offered on deposits and participation in loyalty programs sponsored by our cobrand and other partners
- Providing digital and mobile services and an array of benefits and experiences across card products, such as airport lounge access, dining experiences and other travel and lifestyle benefits
- Creating world-class service experiences by delivering exceptional customer care
- Developing a wide range of partner relationships, including with other corporations and institutions that sponsor certain of our cards under cobrand arrangements and provide benefits and services to our Card Members

Over the last several years, we have focused on broadening the appeal of our products to attract new customers, particularly Millennial and Gen Z customers, as well as expanding our position with small and mid-sized enterprise (SME) customers by providing more ways to help them manage and grow their businesses. We have also introduced new adjacent a number of products that complement our existing card products, such as our business checking and consumer rewards checking account products, our business-to-business (B2B) payment products and other non-card payment and financing products, our Business Blueprint digital cash flow management hub, our Resy restaurant platform and other new digital capabilities, which in part result from our acquisitions of Kabbage, Resy and acompay. capabilities. Additionally, we have evolved our card issuing businesses by bringing together our consumer, SME are focused on driving growth and large commercial issuing activities outside of the United States into a new ICS organization to enable efficiencies internationally, including a greater focus on local priorities. priorities in international jurisdictions. Jurisdictions that represent a significant portion of our billed business outside of the United States include the United Kingdom (UK), the European Union (EU), Australia, Japan, Canada and Mexico.

For the year ended December 31, 2022 December 31, 2023, worldwide billed business (spending on American Express cards issued by us) was $1,338 billion $1,460 billion and at December 31, 2022 December 31, 2023, we had 76.7 million 80.2 million proprietary cards-in-force worldwide.

Merchant Acquiring Business

Our GMNS reportable operating segment builds and manages relationships with millions of merchants around the world that choose to accept American Express cards. This includes signing new merchants to accept our cards, agreeing on the discount rate (a fee charged to the merchant for accepting our cards) and handling servicing for merchants. We also build and maintain relationships with merchant acquirers, aggregators and processors to manage aspects of our merchant services business. For example, through our OptBlue® merchant-acquiring program, third-party acquirers processors contract directly with small merchants for card acceptance on our network and determine merchant pricing. We continue to grow merchant acceptance of American Express cards around the world and work with merchant partners so that our Card Members are warmly welcomed and encouraged to spend in the millions of places where their American Express cards are accepted. We also seek to drive greater usage of the American Express network by deepening merchant engagement and increasing Card Member awareness through initiatives such as our Shop Small campaigns and deploying new expanding our payment options such as through debit and B2B capabilities.

GMNS also provides fraud-prevention tools, marketing solutions, data analytics and other programs and services to merchants and other partners that leverage the capabilities of our integrated payments platform.

Card Network Business

We operate a payments network through which we establish and maintain relationships with third-party banks and other institutions in approximately 103 110 countries and territories, licensing the American Express brand and extending the reach of our global network. These network partners are licensed to issue local currency American Express-branded cards in their countries and/or serve as the merchant acquirer for local merchants on our network.

For the year ended December 31, 2022 December 31, 2023, worldwide network services processed volume (spending on American Express cards issued by third parties) was $214.5 billion $220.5 billion and at December 31, 2022 December 31, 2023, we had 56.5 million 61.0 million cards-in-force issued by third parties worldwide.

Diverse Customer Base and Global Footprint

Our broad and diverse customer base spans consumers, small businesses, mid-sized companies and large corporations around the world. The following chart provides a summary of our diverse set of customers and broad geographic footprint based on worldwide network volumes:

Customer Graphic_FY 2023.jpg

Partners and Relationships

Our integrated payments platform allows us to work with a range of business partners, and our partners in return help drive the scale and relevance of the platform.

There are many examples of how we connect work with partners, with our integrated payments platform, including: issuing cards under cobrand arrangements with other corporations and institutions (e.g., Delta Air Lines (Delta), Marriott International, Hilton Worldwide Holdings and British Airways); offering innovative ways for our Card Members to earn and use points with our merchants (e.g., Pay with Points at Amazon.com); providing greater value to our Card Members (e.g., Amex Offers and statement credits for purchases with partners); expanding merchant acceptance with third-party acquirers and processors (e.g., OptBlue partners); operating through joint ventures in certain jurisdictions (e.g., in China, the Middle East and Switzerland); developing new capabilities and features with our digital partners (e.g., PayPal and i2c); integrating into the supplier payment processes of our business customers (e.g., BILL BillTrust and Versapay) Extend); and extending the platform into enhancing our travel services with American Express leisure benefits and business travel services (e.g., Fine Hotels and Resorts). We also have a significant ownership position in, and extensive commercial arrangements with, Global Business Travel Group, Inc. (GBTG), which provides business travel-related services.

Delta is our largest strategic partner. Our relationships with, and revenues and expenses related to, Delta are significant and represent an important source of value for our Card Members. We issue cards under cobrand arrangements with Delta and the Delta cobrand portfolio represented approximately 10 percent of worldwide network volumes and approximately 21 percent of worldwide Card Member loans as of December 31, 2022 December 31, 2023. The Delta cobrand portfolio generates fee revenue and interest income from Card Members and discount revenue from Delta and other merchants for spending on Delta cobrand cards. The current Delta cobrand agreement runs through the end of 2029 and we expect to continue to make significant investments in this partnership. Among other things, Delta is also a key participant in our Membership Rewards program, provides travel-related benefits and services, including airport lounge access for certain American Express Card Members, accepts American Express cards as a merchant and is a corporate payments customer.

Working with all of our partners, we seek to provide value, choice and unique experiences across our customer base.

Our Spend-Centric Model and Revenue Mix

Our “spend-centric” business model focuses on generating revenues primarily by driving spending on our cards and secondarily through finance charges and fees. Spending on our cards, which is higher on average on a per-card basis versus our network competitors, offers superior value to merchants in the form of loyal customers and larger transactions. Because of the revenues generated from having high-spending Card Members and the annual card fees we charge on many of our products, we are able to invest in attractive rewards and other benefits for Card Members, as well as targeted marketing and other programs and investments for merchants. This creates incentives for Card Members to spend more on their cards and positively differentiates American Express cards.

We believe our spend-centric model gives us the ability to provide differentiated value to Card Members, merchants and business partners.

The American Express Brand and Service Excellence

Our brand and its attributes—trust, security and service—are key assets. We invest heavily in managing, marketing, promoting and protecting our brand, including through the delivery of our products and services in a manner consistent with our brand promise. The American Express brand is ranked among the most valuable brands in the world. We place significant importance on trademarks, service marks and patents, and seek to secure our intellectual property rights around the world.

We aim to provide the world’s best customer experience every day and our reputation for world-class service has been recognized by numerous awards over the years. Our customer care professionals, travel consultants and partners treat servicing interactions as an opportunity to bring the brand to life for our customers, add meaningful value and deepen relationships.

Our Business Strategies

We seek to grow our business by focusing on four strategic imperatives:

First, we aim to expand our leadership in the premium consumer space by continuing to deliver membership benefits that span our customers' everyday spending, borrowing, travel and lifestyle needs, expanding our roster of business partners around the globe and developing a range of experiences that attract high-spending customers.

Second, we seek to build on our strong position in commercial payments by evolving our card value propositions, further differentiating our corporate card and accounts payable expense management solutions and designing innovative products and features, including financing, banking and payment solutions for our business customers.

Third, we are focused on strengthening our global, integrated network by continuing to increase merchant acceptance, providing merchants with fraud protection services, marketing insights and connections to higher-spending Card Members and working with our network partners to offer expanded products and services.

Finally, we want to continue to build on our unique global position, seeking ways to use our differentiated business model and global presence as we progress against our other strategic imperatives.

We previously had as a strategic imperative to make American Express an essential part of our customers' digital lives, which we believe has become embedded in our company and is inherent in the work we do in furtherance of our strategic imperatives.

We also have an Environmental, Social and Governance (ESG) strategy that focuses on three pillars. The Promoting Diversity, Equity Building Financial Confidence pillar seeks to provide responsible, secure and Inclusion (DE&I) pillar supports a diverse, equitable transparent products and inclusive workforce, marketplace services to help people and society. businesses build financial resilience. The Advancing Climate Solutions pillar focuses on enhancing our operations and capabilities to meet customer and community needs in the transition to a low-carbon future. Finally, the Building Financial Confidence Promoting Diversity, Equity and Inclusion (DE&I) pillar seeks to provide responsible, secure supports a diverse, equitable and transparent products inclusive workforce, marketplace and services to help people and businesses build financial resilience. society.

Our Colleagues

Our colleagues are integral to executing our business strategies and to our overall success. As of December 31, 2023, we employed approximately 74,600 people, whom we refer to as colleagues, with approximately 26,000 colleagues in the United States and approximately 48,600 colleagues outside the United States. In 2023, we continued to invest in our colleagues, building on a wide range of learning and development opportunities and enhancing our competitive benefits in key areas including holistic health and wellness, total compensation and flexibility.

We are focused on conduct an annual Colleague Experience Survey to better understand our colleagues' needs and overall experience at American Express, and in 2023, 91 percent of colleagues who participated in the survey said they would recommend American Express as a great place to work.

To attract and retain the best talent, we strive to offer a compelling value proposition to our colleagues, which represents the ways in which we support our colleagues in four key areas: (1) our culture; (2) career growth and development; (3) rewards and holistic well-being; and (4) diversity, equity and inclusion.

Our Culture

Our culture is built on supportive strong relationships, shared values and an inclusive workplace, where colleagues can feel welcome purpose and heard, a commitment to back our customers, communities and are provided with opportunities to grow and thrive. As a result, we believe our colleagues are more engaged, committed, creative and effective in driving results. each other. At the heart of our culture is what we call our Blue Box Values – a set of guiding principles that serve as the foundation for how we operate:

We Do What's What's Right	**We Embrace Diversity**
We Back Our Customers	**We Stand for Equity and Inclusion**
We Make It Great	**We Win as A Team**
We Respect People	**We Support Communities**

As of December 31, 2022, we employed approximately 77,300 people, whom we refer to as colleagues, with approximately 26,000 colleagues in the United States Career Growth and approximately 51,300 colleagues outside the United States. We added colleagues in 2022 to support our strong business growth. To attract and retain the best talent, we strive to offer a compelling value proposition to our colleagues, including competitive compensation and leading benefits. Development

We continuously invest in programs, benefits and resources to foster the personal and professional growth of our colleagues. We provide learning start with opportunities in many forms, including tools and guidance for maximizing learning colleagues to learn on the job; cross-border job, build cross-functional skills and cross-business unit assignments; grow in their careers through a defined, collaborative process for performance management. Colleagues have access to a wide variety of resources: career coaching, mentoring, professional networking, and professional networking; rotation opportunities; virtual learning sessions; opportunities, as well as courses on-demand and formal classroom with classroom-style instruction. The health

Rewards and wellness of Holistic Well-Being

We aim to provide our colleagues continue to be priorities for us with competitive compensation and we leading benefits and take a holistic approach to well-being, providing resources that address the physical, financial and mental health of our colleagues. Throughout 2022, we launched Amex Flex across Our financial well-being program, Smart Saving, provides tools and resources to help colleagues build their knowledge and skills for all life stages. We support our offices, where, depending on role colleagues' physical health and business needs, well-being through our corporate wellness program, Healthy Living. We also provide resources and support to increase awareness about mental health among our colleagues can through our Healthy Minds Program.

Diversity, Equity and Inclusion

We continue to work in to build an inclusive and diverse workplace that values our colleagues' voices, rewards teamwork, celebrates different points of view and reflects the office, at home or take a hybrid approach that combines both. This approach is designed to enable us to both broaden diversity of the talent pool from communities in which we can attract candidates and increase colleague retention.

We conduct an annual Colleague Experience Survey to better understand our colleagues' needs and overall experience at American Express and in 2022, 92 percent of colleagues who participated in the survey said they would recommend American Express as a great place to work. Our 2022 annual company scorecard included talent retention, colleague engagement and diversity representation goals. operate. As of December 31, 2022 December 31, 2023, women represented 53.7 53.2 percent of our global workforce and Asian, Black/African American and Hispanic/Latinx people represented 18.7 20.6 percent, 17.9 15.6 percent and 14.2 14.3 percent, respectively, of our U.S. workforce based on preliminary data for our 2022 2023 U.S. EEO-1 submission. As of December 31, 2022 December 31, 2023, 52 50 percent of our Executive Committee were women or from diverse races and ethnic backgrounds (based on self-identified characteristics).

We also regularly review our compensation practices to ensure colleagues in the same job, level and location are compensated fairly regardless of gender globally, and regardless of race and ethnicity in the United States. These reviews consider several factors known to affect compensation, including role, level, tenure, performance and geography. In the instances where a review has found inconsistencies, we have made adjustments. After making these adjustments, we believe we maintained 100 percent pay equity in 2022 2023 for colleagues across genders globally and across races and ethnicities in the United States.

Information About Our Executive Officers

Set forth below, in alphabetical order, is a list of our executive officers as of February 10, 2023 February 9, 2024, including each executive officer's principal occupation and employment during the past five years and reflecting recent organizational changes. years. None of our executive officers has any family relationship with any other executive officer, and none of our executive officers became an officer pursuant to any arrangement or understanding with any other person. Each executive officer has been elected to serve until the next annual election of officers or until his or her successor is elected and qualified. Each officer's age is indicated by the number in parentheses next to his or her name.

DOUGLAS E. BUCKMINSTER — Vice Chairman

Mr. Buckminster (62) (63) has been Vice Chairman since April 2021. Prior thereto, he had been Group President, Global Consumer Services Group since February 2018 and President, Global Consumer Services Group from October 2015 to February 2018.

JEFFREY C. CAMPBELL — Vice Chairman and Chief Financial Officer

Mr. Campbell (62) (63) has been Vice Chairman since April 2021 and 2021. He also served as Chief Financial Officer since (CFO) from August 2013.2013 to August 2023.

HOWARD GROSFIELD — President, U.S. Consumer Services

Mr. Grosfield (54) (55) has been President, U.S. Consumer Services since May 2022. Prior thereto, he had been Executive Vice President and General Manager of U.S. Consumer Marketing and Global Premium Services since February 2021 and Executive Vice President and General Manager of U.S. Consumer Marketing Services from January 2016 to February 2021.

MONIQUE HERENA — Chief Colleague Experience Officer

Ms. Herena (51) (52) has been Chief Colleague Experience Officer since April 2019. Ms. Herena joined American Express from BNY Mellon, where she served as the Chief Human Resources Officer and Senior Executive Vice President, Human Resources, Marketing and Communications since 2014.

RAYMOND JOABAR — Group President, Global Merchant and Network Services

Mr. Joabar (57) (58) has been Group President, Global Merchant and Network Services since April 2021. Prior thereto, he had been President, Global Risk and Compliance and Chief Risk Officer since September 2019. He also served as President of International Consumer Services and Global Travel and Lifestyle Services from February 2018 to September 2019 2019.

CHRISTOPHE Y. LE CAILLEC — Chief Financial Officer

Mr. Le Caillec (58) has been CFO since August 2023. Prior thereto, he had been Deputy CFO since December 2021 and Head of Corporate Planning since February 2019. He also served as Executive Vice President, Business CFO for the Global Servicing Network Consumer Services Group from February May 2016 to February 2018. 2019.

RAFAEL MARQUEZ—MARQUEZ — President, International Card Services

Mr. Marquez (51) (52) has been President, International Card Services since May 2022. Prior thereto, he had been President, International Consumer Services and Global Loyalty Coalition since September 2019 and Executive Vice President of International Consumer Services Europe, Joint Ventures EMEA and International Member Engagement from November 2015 to September 2019.

ANNA MARRS — Group President, Commercial Services and Credit & Fraud Risk

Ms. Marrs (49) (50) has been Group President, Commercial Services and Credit & Fraud Risk since April 2021. Prior thereto, she had been President, Commercial Services since September 2018. Ms. Marrs joined American Express from Standard Chartered Bank, where she served as Regional CEO, ASEAN and South Asia since November 2016.

GLENDA MCNEAL — Chief Partner Officer

Ms. McNeal (63) has been Chief Partner Officer since February 2024. Prior thereto, she had been President, Enterprise Strategic Partnerships since March 2017.

DAVID NIGRO — Chief Risk Officer

Mr. Nigro (61) (62) has been Chief Risk Officer since April 2021. Prior thereto, he had been Executive Vice President and Chief Credit Officer, Global Consumer Services and Credit and Fraud Risk Capability since April 2018 and Executive Vice President and Chief Credit Officer, U.S. Consumer Card Services since December 2013.2018.

DENISE PICKETT — President, Global Services Group

Ms. Pickett (57) (58) has been President, Global Services Group since September 2019. Prior thereto, she had been Chief Risk Officer and President, Global Risk, Banking & Compliance since February 2018 and President, U.S. Consumer Services from October 2015 to February 2018.

RAVI RADHAKRISHNAN — Chief Information Officer

Mr. Radhakrishnan (51) (52) has been Chief Information Officer since January 2022. Mr. Radhakrishnan joined American Express from Wells Fargo & Company, where he served as Chief Information Officer for the Commercial Banking and Corporate & Investment Banking businesses since May 2020. Prior thereto, he had been Chief Information Officer, Wholesale, Wealth & Investment Management and Innovation from May 2019 to May 2020. He also served as Enterprise Chief Information Officer from March 2017 to May 2019.

ELIZABETH RUTLEDGE — Chief Marketing Officer

Ms. Rutledge (61) (62) has been Chief Marketing Officer since February 2018. Prior thereto, she had been Executive Vice President, Global Advertising & Media since February 2016.

LAUREEN E. SEEGER — Chief Legal Officer

Ms. Seeger (61) (62) has been Chief Legal Officer since July 2014.

JENNIFER SKYLER — Chief Corporate Affairs Officer

Ms. Skyler (46) (47) has been Chief Corporate Affairs Officer since October 2019. Ms. Skyler joined American Express from WeWork, where she served as Chief Communications Officer from January 2018 to September 2019. Prior thereto, she had been Global Head of Public Affairs from January 2016 to January 2018.

STEPHEN J. SQUERI — Chairman and Chief Executive Officer

Mr. Squeri (63) (64) has been Chairman and Chief Executive Officer since February 2018. Prior thereto, he had been Vice Chairman since July 2015.

ANRÉ WILLIAMS — Group President, Enterprise Services

Mr. Williams (57) (58) has been Group President, Enterprise Services since April 2021. Prior thereto, he had been Group President, Global Merchant and Network Services since February 2018 and President of Global Merchant Services and Loyalty since October 2015. 2018. Mr. Williams also serves as the Chief Executive Officer of American Express National Bank.

COMPETITION

We compete in the global payments industry with card networks, issuers and acquirers, paper-based transactions (e.g., cash and checks), bank transfer models (e.g., wire transfers and Automated Clearing House, or ACH), as well as evolving and growing alternative mechanisms, systems and products that leverage new technologies, business models and customer relationships to create payment, financing or banking solutions. The payments industry continues to undergo dynamic changes in response to evolving technologies, consumer habits and merchant needs, some of which have accelerated as a result of the pandemic, such as an increased shift to digital payments.

As a card issuer, we compete with financial institutions that issue general-purpose credit and debit cards. We also encounter competition from cards, as well as businesses that issue private label cards, operate mobile wallets, provide payment services or extend credit. We face intense competition in the premium space and for cobrand relationships, as both card issuer and network competitors have targeted high-spending customers and key business partners with attractive value propositions. We also face competition for partners and other differentiated offerings, such as lounge space in U.S. and global hub airports. airports, restaurant reservation capabilities and other experiential offerings to customers. Our banking products also face strong competition, such as with respect to the rates offered on deposits.

Our global card network competes in the global payments industry with other card networks, including, among others, China UnionPay, Visa, Mastercard, JCB, Discover and Diners Club International (which is owned by Discover). We are the fourth largest general-purpose card network globally based on purchase volume, behind China UnionPay, Visa and Mastercard. In addition to such networks, a range of companies globally, including merchant acquirers, processors and web- and mobile-based payment platforms (e.g., Alipay, PayPal and Venmo), as well as regional payment networks (such as the National Payments Corporation of India), carry out some activities similar to those performed by our GMNS business.

The principal competitive factors that affect the card-issuing, merchant and network businesses include:

- The features, value and quality of the products and services, including customer care, rewards programs, partnerships, travel and lifestyle-related benefits, and digital and mobile services, as well as the costs associated with providing such features and services
- Reputation and brand recognition
- The number, spending characteristics and credit performance of customers
- The quantity, diversity and quality of the establishments where the cards can be used
- The attractiveness of the value proposition to card issuers, merchant acquirers, cardholders, corporate clients and merchants (including the relative cost of using or accepting the products and services, and capabilities such as fraud prevention and data analytics)
- The number and quality of other cards and other forms of payment and financing available to customers
- The success of marketing and promotional campaigns
- The speed of innovation and investment in systems, technologies and product and service offerings

- The nature and quality of expense management tools, electronic payment methods and data capture and reporting capabilities, particularly for business customers
- The security of cardholder, merchant and network partner information

Another aspect of competition is the dynamic and rapid growth of alternative payment and financing mechanisms, systems and products, which include payment facilitators and aggregators, digital payment, open banking and electronic wallet platforms, point-of-sale lenders and buy now, pay later products, real-time settlement and processing systems, financial technology companies, digital currencies developed by both central banks and the private sector, blockchain and similar distributed ledger technologies, prepaid systems and gift cards, and systems linked to customer accounts or that provide payment solutions. Various competitors are integrating more financial services into their product offerings and competitors are seeking to attain the benefits of closed-loop, loyalty and rewards functionalities, such as ours.

In addition to the discussion in this section, see "*Our operating results may materially suffer because of substantial and increasingly intense competition worldwide in the payments industry*" in under "Risk Factors" for further discussion of the potential impact of competition on our business, and "*Our business is subject to evolving and comprehensive government regulation and supervision, which could materially adversely affect our results of operations and financial condition" condition*" and "*Legal proceedings regarding provisions in our merchant contracts, including non-discrimination and honor-all-cards provisions, could have a material adverse effect on our business and result in additional litigation and/or arbitrations, changes to our merchant agreements and/or business practices, substantial monetary damages and damage to our reputation and brand*" in under "Risk Factors" for a discussion of the potential impact on our ability to compete effectively due to government regulations or if ongoing legal proceedings limit our ability to prevent merchants from engaging in various actions to discriminate against our card products.

SUPERVISION AND REGULATION

Overview

We are subject to evolving and extensive government regulation and supervision in jurisdictions around the world, and the costs of ongoing compliance are substantial. The financial services industry is subject to rigorous scrutiny, high regulatory expectations, a range of regulations and a stringent and unpredictable enforcement environment.

Governmental authorities have focused, and we believe will continue to focus, considerable attention on reviewing compliance by financial services firms and payment systems with laws and regulations, and as a result, we continually work to evolve and improve our risk management framework, governance structures, practices and procedures. Reviews by us and governmental authorities to assess compliance with laws and regulations, as well as our own internal reviews to assess compliance with internal policies, including errors or misconduct by colleagues or third parties or control failures, have resulted in, and are likely to continue to result in, changes to our products, practices and procedures, restitution to our customers and increased costs related to regulatory oversight, supervision and examination. We have also been subject to regulatory actions and may continue to be the subject of such actions, including governmental inquiries, investigations, enforcement proceedings and the imposition of fines or civil money penalties, in the event of noncompliance or alleged noncompliance with laws or regulations. For example, as previously disclosed, we are cooperating with governmental investigations related to certain of our historical sales practices, which are described in more detail in Note 12 to the "Consolidated Financial Statements." External publicity concerning investigations can increase the scope and scale of those investigations and lead to further regulatory inquiries.

Policymakers around the world continue to propose and adopt new and increasingly complex laws and regulations governing a wide variety of issues that may impact our business or change our operating environment in substantial and unpredictable ways. For example, legislators and regulators in various countries in which we operate have focused on the offering of consumer financial products and the operation of payment networks, resulting in changes to certain practices or pricing of card issuers, merchant acquirers and payment networks, and, in some cases, the establishment of broad and ongoing regulatory oversight regimes.

The following discussion summarizes elements of the extensive regulatory environment in which we operate; it does not purport to be complete or to describe all of the laws or regulations to which we are subject or all possible or proposed changes in laws or regulations that may become applicable to us. See "Operational and Compliance/Legal Risks" under "Risk Factors—Legal, Regulatory and Compliance Risks" Factors" for a discussion of the potential impact legislative that changes in applicable law or regulation, and in their interpretation and application by regulatory changes agencies and other governmental authorities, may have on our business, results of operations and financial condition.

Banking Regulation

Federal American Express entities are subject to banking regulation in the United States and in certain jurisdictions internationally. U.S. federal and state banking laws, regulations and policies extensively regulate the Company, TRS and our U.S. bank subsidiary, American Express National Bank (AENB). For purposes of this Supervision and Regulation section, the "Company" refers only to American Express Company, a bank holding company, and does not include its subsidiaries. Both the Company and TRS are subject to comprehensive consolidated supervision, regulation and examination by the Federal Reserve and AENB is supervised, regulated and examined by the Office of the Comptroller of the Currency (OCC). The Company and its subsidiaries are also subject to the rulemaking, enforcement and examination authority of the Consumer Financial Protection Bureau

(CFPB). Banking regulators have broad examination and enforcement power, including the power to impose substantial fines, limit dividends and other capital distributions, restrict operations and acquisitions and require divestitures, any of which could compromise our competitive position. Many aspects of our business also are subject to rigorous regulation by other U.S. federal and state regulatory agencies and by non-U.S. government agencies and regulatory bodies. For example, non-U.S. regulators supervising our international regulated financial institutions use many of the same principles of regulation and supervision that are used by U.S. federal bank regulators.

Activities

The BHC Act generally limits bank holding companies to activities that are considered to be banking activities and certain closely related activities. As noted above, each of the Company and TRS is a bank holding company and each has elected to become a financial holding company, which is authorized to engage in a broader range of financial and related activities. In order to remain eligible for financial holding company status, we must meet certain eligibility requirements. Those requirements include that each of the Company and AENB must be "well capitalized" and "well managed," and AENB must have received at least a "satisfactory" rating on its most recent assessment under the Community Reinvestment Act of 1977 (the CRA). The Company and TRS engage in various activities permissible only for financial holding companies, including, in particular, providing travel agency

services, acting as a finder and engaging in certain insurance underwriting and agency services. If the Company fails to meet eligibility requirements for financial holding company status, it and its subsidiaries are likely to be barred from engaging in new types of financial activities or making certain types of acquisitions or investments in reliance on its status as a financial holding company, and ultimately could be required to either discontinue the broader range of

activities permitted to financial holding companies or divest AENB. In addition, the Company and its subsidiaries are prohibited by law from engaging in practices that regulatory authorities deem unsafe or unsound (which such authorities generally interpret broadly) and regulatory authorities have discretion in determining whether new or modified activities can be conducted in a safe and sound manner.

Acquisitions and Investments

Applicable federal and state laws place limitations on the ability of persons to invest in or acquire control of us without providing notice to or obtaining the approval of one or more of our regulators. In addition, we are subject to banking laws and regulations that limit our investments and acquisitions and, in some cases, subject them to the prior review and approval of our regulators, including the Federal Reserve and the OCC. Federal banking regulators have broad discretion in evaluating proposed acquisitions and investments that are subject to their prior review or approval.

Financial Regulatory Reform Enhanced Prudential Standards

The Company is subject to the U.S. federal bank regulatory agencies' rules that tailor the application of enhanced prudential standards to bank holding companies and depository institutions with $100 billion or more in total consolidated assets. Under these rules, each such bank holding company, as well as its bank subsidiaries, is assigned to one of four categories based on its status as a U.S. global systemically important banking organization and five other risk-based indicators: (i) total assets, (ii) cross-jurisdictional activity, (iii) non-bank assets, (iv) off-balance sheet exposure, and (v) weighted short-term wholesale funding.

funding, with the most stringent requirements applying to Category I firms and the least stringent requirements applying to Category IV firms. Under these rules, the Company (and its depository institution subsidiary, AENB) is currently subject to Category IV standards.

Because a firm's categorization is determined by, and can change over time dependent upon, how However, changes in the firm measures against the risk-based indicator thresholds, we are required to monitor and periodically report levels of these risk-based indicators and there can be no assurance that at the Company will continue could result in changes to be our regulatory tailoring category. Category III firms include those firms with greater than $250 billion but less than $700 billion in total consolidated assets, calculated based on a four-quarter trailing average. Our total consolidated assets were $251 billion and $261 billion as of September 30 and December 31, 2023, respectively, and, accordingly, we anticipate becoming a Category IV III firm in 2024. Category III firms are subject to heightened capital, liquidity and prudential requirements, single-counterparty credit limits and additional stress tests, which in some cases are subject to a transition period following a financial institution becoming a Category III firm. Moreover, further changes in the future. risk-based indicators described above, such as if we have $75 billion or more in cross-jurisdictional activity (calculated based on a four-quarter trailing average), could result in us becoming a Category II firm and subject to more stringent capital, liquidity and prudential requirements. Our cross-jurisdictional activity was $67 billion as of December 31, 2023, and the four-quarter trailing average was $60 billion.

Capital and Liquidity Regulation

Capital Rules

The Company and AENB are required to comply with the applicable capital adequacy rules established by federal banking regulators. These rules are intended to ensure that bank holding companies and depository institutions (collectively, banking organizations) have adequate capital given their level of assets and off-balance sheet obligations. The federal banking regulators' current capital rules (the Capital Rules) implement the Basel Committee on Banking Supervision's (the Basel Committee) framework for strengthening international capital regulation, known as Basel III. For additional information regarding our capital ratios, see "Consolidated Capital Resources and Liquidity" under "MD&A."

Under the Capital Rules, banking organizations are required to maintain minimum ratios for Common Equity Tier 1 (CET1 capital), Tier 1 capital (that is, CET1 capital plus additional Tier 1 capital) and Total capital (that is, Tier 1 capital plus Tier 2 capital) to risk-weighted assets. We report our capital adequacy ratios using risk-weighted assets calculated under the standardized approach. As a Category IV firm, we firms such as us and Category III firms are not subject to the advanced approaches capital requirements. requirements, whereas Category II firms are subject to the advanced approaches capital requirements under current capital rules, which introduce additional complexities in the methodologies used to calculate risk-weighted assets for purposes of determining capital adequacy ratios.

In December 2017,

On July 27, 2023, the Basel Committee published standards U.S. federal bank regulatory agencies issued a notice of proposed rulemaking that among other things, would significantly revise U.S. regulatory capital requirements for large banking organizations, including the Company and AENB. The proposed rules would apply a new expanded risk-based approach to calculating risk-based capital ratios, and large banking organizations would be required to calculate their risk-based capital ratios under both (i) the standardized approach and (ii) the expanded risk-based approach and use the lower of the two ratio calculations to determine binding capital constraints under each risk-based capital ratio. The expanded risk-based approach to calculating risk-weighted assets would apply more granular risk-weighting methodologies for credit risk, (including by recalibrating include a new standardized methodology for operational risk, weights include new approaches for calculating market and introducing credit valuation adjustment risk and revise the treatment of equity exposures not subject to market risk capital requirements. The new approach to calculating market risk also would apply to calculations under the standardized approach. The methodology for operational risk would include differential treatment of fee and other non-interest revenues as compared to interest income for purposes of determining operational risk-weighted assets. The proposed rules would also include additional credit risk capital requirements for certain “unconditionally cancellable commitments” such as unused credit card portions of committed lines of credit) credit (e.g., credit cards), and provide would create a new standardized calculation for operational risk capital requirements. In September 2022, federal banking regulators announced that they are reaffirming their commitment proxy methodology to implement enhanced regulatory assign capital requirements to credit exposure on products that align with carry no pre-set spending limits such as charge cards.

Under the standards issued by proposal, the Basel Committee in December 2017 and that they are developing revisions would become effective on July 1, 2025, subject to a joint proposed rule three-year transition period for issuance. If adopted certain provisions, including phasing in the United States use of risk-weighted assets under the expanded risk-based approach. While the U.S. federal bank regulatory agencies have solicited comments on the proposal and the rule may not be adopted as issued by proposed, based on a preliminary analysis, we estimate that the Basel Committee increase in our risk-weighted assets under the expanded risk-based approach as currently proposed could consume the capital buffer between our minimum regulatory requirements and applicable our current CET1 risk-based capital ratio. See below for additional information on our minimum CET1 regulatory requirement and “Consolidated Capital Resources and Liquidity — Capital Strategy” under “MD&A” for additional information on our current CET1 risk-based capital ratio. This estimated impact reflects our current understanding of the proposal, the application to us, our businesses as currently conducted and the new standards are likely to current composition of our balance sheet, and therefore does not reflect the impact of any changes we may make in the future as a result in higher of the expanded risk-based approach or otherwise. The ultimate impact will depend on the final rulemaking, future minimum regulatory requirements as well as management decisions regarding our product constructs, capital requirements for us.

distributions and target capital levels, and the actual impact of any final rule could materially differ from our current estimate.

In December 2018, federal banking regulators issued a final rule that provides an optional three-year phase-in period for the adverse regulatory capital effects of adopting the Current Expected Credit Loss (CECL) methodology pursuant to new accounting guidance for the recognition of credit losses on certain financial instruments, which became effective January 1, 2020. In August 2020, federal banking regulators issued a final rule that provides an option to delay the estimated impact of the adoption of the CECL methodology on regulatory capital for up to two years, followed by the three-year phase-in period at 25 percent once per year beginning in January 1, 2022. We elected to delay the recognition of $0.7 billion of impact to reduction in regulatory capital from the adoption of the CECL methodology for two years, followed by the three-year phase-in period. As of January 1, 2023 January 1, 2024, the Company has phased in 50 75 percent of such amount. See “Critical Accounting Estimates” under “MD&A” for additional information on CECL.

The Company and AENB must each maintain CET1 capital, Tier 1 capital and Total capital ratios of at least 4.5 percent, 6.0 percent and 8.0 percent, respectively. On top of these minimum capital ratios, the Company is subject to a dynamic stress capital buffer (SCB) composed entirely of CET1 capital with a floor of 2.5 percent and AENB is subject to a static 2.5 percent capital conservation buffer (CCB). The SCB equals (i) the difference between a bank holding company’s starting and minimum projected CET1 capital ratios under the supervisory severely adverse scenario under the Federal Reserve's Reserve’s stress tests described below, plus (ii) one year of planned common stock dividends as a percentage of risk-weighted assets.

On August 4, 2022 July 27, 2023, the Federal Reserve confirmed the SCB for the Company of 2.5 percent, which remained unchanged from the level announced in June 2021. August 2022. As a result, the effective minimum ratios for the Company (taking into account the SCB requirement) and AENB (taking into account the CCB requirement) are 7.0 percent, 8.5 percent and 10.5 percent for the CET1 capital, Tier 1 capital and Total capital ratios, respectively. Banking organizations whose ratios of CET1 capital, Tier 1 capital or Total capital to risk-weighted assets are below these effective minimum ratios face constraints on discretionary distributions such as dividends, repurchases and redemptions of capital securities, and executive compensation. A bank holding company’s SCB requirement is effective on October 1 of each year and will remain in effect through September 30 of the following year unless it is reset in connection with resubmission of a capital plan, as discussed below.

Category III firms are also subject to (i) if enacted by the Federal Reserve, a CET1 countercyclical capital buffer requirement of up to an additional 2.5 percent and (ii) a minimum supplementary leverage ratio of 3.0 percent that takes into account both on-balance sheet and certain off-balance sheet exposures.

We are also required to comply with minimum leverage ratio requirements. The leverage ratio is the ratio of a banking organization's Tier 1 capital to its average total consolidated assets (as defined for regulatory purposes). All banking organizations are required to maintain a leverage ratio of at least 4.0 percent.

Liquidity Regulation

The Federal Reserve's enhanced prudential standards rule includes heightened liquidity and overall risk management requirements. The rule requires the maintenance of a liquidity buffer, consisting of highly liquid assets, that is sufficient to meet projected net outflows for 30 days over a range of liquidity stress scenarios, and a minimum liquidity coverage ratio (LCR) that measures a firm's high-quality liquid assets to its projected net outflows. Category IV firms with less than $50 billion in weighted short-term wholesale funding, such as the Company, are not subject to a specific LCR requirement.

A second standard provided for in the Basel III liquidity framework, referred to as the net stable funding ratio (NSFR), requires a minimum amount of longer-term funding based on the assets and activities of banking entities. Under the NSFR rule, As a Category IV firms firm with less than $50 billion in weighted short-term wholesale funding, we are not currently subject to a specific LCR or NSFR requirement; however, as described above, we anticipate becoming a Category III firm in 2024. Category III firms and their depository institution subsidiaries are subject to LCR and NSFR requirements but at a reduced level (that is, at 85 percent of the full requirements), unless they have $75 billion or more in weighted short-term wholesale funding, in which case the full requirements would apply. Category II firms and their depository institution subsidiaries are subject to the full requirements of the LCR and NSFR, as well as a requirement to submit a liquidity monitoring report on a daily (rather than monthly) basis.

Proposed Long-Term Debt Requirements

On August 29, 2023, the U.S. federal bank regulatory agencies issued a notice of proposed rulemaking that, if adopted as proposed, would require covered bank holding companies such as the Company are not subject to a issue and maintain minimum amounts of eligible external long-term debt with specific NSFR requirement. terms for purposes of absorbing losses or recapitalizing the covered bank holding company and its operating subsidiaries. The notice of proposed rulemaking also proposed requiring certain insured depository institutions that have at least $100 billion in consolidated assets, such as AENB, to maintain minimum amounts of eligible internal long-term debt for purposes of absorbing losses or recapitalizing the insured depository institution.

Stress Testing and Capital Planning

Under the Federal Reserve's regulations, the Company is subject to supervisory stress testing requirements that are designed to evaluate whether a bank holding company has sufficient capital on a total consolidated basis to absorb losses and support operations under adverse economic conditions. As part of the Comprehensive Capital Analysis and Review (CCAR), the Federal Reserve uses pro-forma capital positions and ratios under such stress scenarios to determine the size of the SCB for each CCAR participating firm.

As Because the Company is currently a Category IV firm, the Company it is required to participate in the supervisory stress tests every other year and was most recently is subject to the Federal Reserve's supervisory stress tests in 2022. 2024. The Company is required to develop and submit to the Federal Reserve an annual capital plan on or before April 5 of each year.

For Category IV firms, such as the Company, the portion of the SCB based on the Federal Reserve's Reserve's supervisory stress tests is calculated every other year. During a year in which a Category IV firm does not undergo a supervisory stress test, the firm receives an updated SCB that reflects the firm's firm's updated planned common stock dividends. A Category IV firm can elect to participate in the supervisory stress test in an "off "off year" and consequently receive an updated SCB.

We may be required to revise and resubmit our capital plan following certain events or developments, such as a significant acquisition or an event that could result in a material change in our risk profile or financial condition. If we are required to resubmit our capital plan, we must receive prior approval from the Federal Reserve for any capital distributions (including common stock dividend payments and share repurchases), other than a capital distribution on a newly issued capital instrument.

Category III firms are subject to annual supervisory stress tests, with the SCB calculated each year, and must conduct company-run stress tests every other year (commonly referred to as Dodd-Frank Act Stress Tests or "DFASTs"). Category II firms must conduct company-run stress tests on an annual basis rather than every other year.

Dividends and Other Capital Distributions

The Company and TRS, as well as AENB and the Company's insurance and other regulated subsidiaries, are limited in their ability to pay dividends by statutes, regulations and supervisory policy.

Common stock dividend payments and share repurchases by the Company are subject to the oversight of the Federal Reserve, as described above. The Company will be subject to limitations and restrictions on capital distributions if, among other things, (i) the Company's Company's regulatory capital ratios do not satisfy applicable minimum requirements and buffers or (ii) the Company is required to resubmit its capital plan.

In general, federal laws and regulations prohibit, without first obtaining the OCC's approval, AENB from making dividend distributions to TRS, if such distributions are not paid out of available recent earnings or would cause AENB to fail to meet capital adequacy standards. In addition to specific limitations on the dividends AENB can pay to TRS, federal banking regulators have authority to prohibit or limit the payment of a dividend if, in the banking regulator's opinion, payment of a dividend would constitute an unsafe or unsound practice in light of the financial condition of the institution.

Prompt Corrective Action

The Federal Deposit Insurance Act (FDIA) requires, among other things, that federal banking regulators take prompt corrective action in respect of depository institutions insured by the FDIC (such as AENB) that do not meet minimum capital requirements. The FDIA establishes five capital categories for FDIC-insured banks: well capitalized, adequately capitalized, undercapitalized, significantly undercapitalized and critically undercapitalized. The FDIA imposes progressively more restrictive constraints on operations, management and capital distributions, depending on the capital category in which an institution is classified. In order to be considered "well capitalized," AENB must maintain CET1 capital, Tier 1 capital, Total capital and Tier 1 leverage ratios of 6.5 percent, 8.0 percent, 10.0 percent and 5.0 percent, respectively.

Under the FDIA, AENB could be prohibited from accepting brokered deposits (i.e., deposits raised through third-party brokerage networks) or offering interest rates on any deposits significantly higher than the prevailing rate in its normal market area or nationally (depending upon where the deposits are solicited), unless (1) it is well capitalized or (2) it is adequately capitalized and receives a waiver from the FDIC. A portion of our outstanding U.S. retail deposits are considered brokered deposits for bank regulatory purposes. If a federal regulator determines that we are in an unsafe or unsound condition or that we are engaging in unsafe or unsound banking practices, the regulator may reclassify our capital category or otherwise place restrictions on our ability to accept or solicit brokered deposits.

Resolution Planning

Certain bank holding companies are required to submit resolution plans to the Federal Reserve and FDIC providing for the company's strategy for rapid and orderly resolution in the event of its material financial distress or failure. However, Category IV firms such as the Company, are not required to submit a holding company resolution plan. plan, while Category III firms are required to submit a holding company resolution plan every three years.

AENB continues to be required to prepare and provide a separate resolution plan to the FDIC that would enable the FDIC, as receiver, to effectively resolve AENB under the FDIA in the event of failure. Under the FDIC's FDIC's rule and its accompanying June 2021 statement on resolution plans for insured depository institutions, insured depository institutions with $100 billion or more in assets, such as AENB, are required to submit resolution plans on a three-year cycle. AENB submitted its most recent resolution plan in December 2022, as required.

On August 29, 2023, the FDIC issued a notice of proposed rulemaking that would require insured depository institutions with $100 billion or more in assets, including AENB, to submit full resolution plans every two years with interim supplements in non-submission years. Under the proposal, resolution plans would be subject to more stringent standards with respect to their assumptions and content, as well as enhanced credibility standards for the FDIC's evaluation of resolution plans and expanded expectations regarding engagement and capabilities testing.

Orderly Liquidation Authority

The Company could become subject to the Orderly Liquidation Authority (OLA), a resolution regime under which the Treasury Secretary may appoint the FDIC as receiver to liquidate a systemically important financial institution, if the Company is in danger of default and is determined to present a systemic risk to U.S. financial stability. As under the FDIC resolution model, under the OLA, the FDIC has broad power as receiver. Substantial differences exist, however, between the OLA and the U.S. Bankruptcy Code, including the right of the FDIC under the OLA to disregard the strict priority of creditor claims in limited circumstances, the use of an administrative claims procedure to determine creditor claims (as opposed to the judicial procedure used in bankruptcy proceedings), and the right of the FDIC to transfer claims to a "bridge" entity.

The FDIC has developed a strategy under OLA, referred to as the "single point of entry" or "SPOE" strategy, under which the FDIC would resolve a failed financial holding company by transferring its assets (including shares of its operating subsidiaries) and, potentially, very limited liabilities to a "bridge" holding company; utilize the resources of the failed financial holding company to recapitalize the operating subsidiaries; and satisfy the claims of unsecured creditors of the failed financial holding company and other claimants in the receivership by delivering securities of one or more new financial companies that would emerge from the bridge holding company. Under this strategy, management of the failed financial holding company would be replaced and its shareholders and creditors would bear the losses resulting from the failure.

FDIC Powers upon Insolvency of AENB

If the FDIC is appointed the conservator or receiver of AENB, the FDIC has the power to: (1) transfer any of AENB's assets and liabilities to a new obligor without the approval of AENB's creditors; (2) enforce the terms of AENB's contracts pursuant to their terms; or (3) repudiate or disaffirm any contract or lease to which AENB is a party, the performance of which is determined by the FDIC to be burdensome and the disaffirmation or repudiation of which is determined by the FDIC to promote the orderly administration of AENB. In addition, the claims of holders of U.S. deposit liabilities and certain claims for administrative expenses of the FDIC against AENB would be afforded priority over other general unsecured claims against AENB, including claims of debt holders and depositors in non-U.S. offices, in the liquidation or other resolution of AENB. As a result, regardless of whether the FDIC ever sought to repudiate any debt obligations of AENB, the debt holders and depositors in non-U.S. offices would be treated differently from, and could receive substantially less, if anything, than the depositors in the U.S. offices of AENB.

Other Banking Regulations

Source of Strength

The Company is required to act as a source of financial and managerial strength to its U.S. bank subsidiary, AENB, and may be required to commit capital and financial resources to support AENB. Such support may be required at times when, absent this requirement, the Company otherwise might determine not to provide it. Capital loans by the Company to AENB are subordinate in right of payment to deposits and to certain other indebtedness of AENB. In the event of the Company's bankruptcy, any commitment by the Company to a federal banking regulator to maintain the capital of AENB will be assumed by the bankruptcy trustee and entitled to a priority of payment.

Transactions Between AENB and its Affiliates

Certain transactions (including loans and credit extensions from AENB) between AENB and its affiliates (including the Company, TRS and their other subsidiaries) are subject to quantitative and qualitative limitations, collateral requirements and other restrictions imposed by statute and regulation. Transactions subject to these restrictions are generally required to be made on an arm's-length basis.

FDIC Deposit Insurance and Insurance Assessments

AENB accepts deposits that are insured by the FDIC up to the applicable limits. Under the FDIA, the FDIC may terminate the insurance of an institution's deposits upon a finding that the institution has engaged in unsafe or unsound practices; is in an unsafe or unsound condition to continue operations; or has violated any applicable law, regulation, rule, order or condition imposed by the FDIC. We do not know of any practice, condition or violation that would lead to termination of deposit insurance at AENB. The FDIC's deposit insurance fund is funded by assessments on insured depository institutions, including AENB, which are subject to adjustment by the FDIC. On November 16, 2023, the FDIC adopted a final rule imposing a special assessment to recover the cost associated with protecting uninsured depositors in connection with the failures of two U.S. banks in March 2023. The special assessment will total approximately $53 million for us (which amount was recognized as an expense in the fourth quarter of 2023), and will be paid over eight quarterly assessment periods, with the first quarterly assessment period beginning on January 1, 2024.

Community Reinvestment Act

AENB is subject to the CRA, which imposes affirmative, ongoing obligations on depository institutions to meet the credit needs of their local communities, including low- and moderate-income neighborhoods, consistent with the safe and sound operation of the institution. AENB is currently designated a "limited purpose bank" under CRA regulations. In May October 20232022, , the U.S. federal banking bank

regulatory agencies issued adopted a joint notice of proposed rulemaking proposing final rule that makes extensive revisions to the CRA regulations, regulatory framework, including with respect to the delineation of assessment areas, the overall evaluation framework and performance standards and metrics, the definition of community development activities "limited purpose bank," which could impact AENB and alter its CRA compliance obligations. Certain provisions of the final rule become effective on April 1, 2024, but the majority of the final rule's operative provisions (including the revisions to the definition of "limited purpose bank") become effective on January 1, 2026, with additional data collection and reporting. reporting requirements becoming effective on January 1, 2027. We are currently evaluating the impact of the final rule but expect that it will increase AENB's obligations and compliance costs.

Climate Risk Management

The U.S. banking federal bank regulatory agencies have recently increased their focus on climate risk-related supervision. For example, on December 16, 2021 October 24, 2023, the OCC U.S. federal bank regulatory agencies issued for public comment a set of proposed "Principles for Climate-Related Financial Risk Management for Large Banks. Financial Institutions." The principles would apply to OCC-regulated financial institutions with more than $100 billion in total consolidated assets, like the Company and AENB, and are broadly designed to provide a high-level framework for the safe and sound management of exposures to climate-related financial risks consistent with existing OCC U.S. federal bank regulatory agencies' rules and guidance. The principles outline six key aspects of climate-related financial risk management: governance; policies, procedures and limits; strategic planning; risk management; data, risk measurement and reporting; and scenario analysis. In addition, the principles offer risk assessment guidance for incorporating climate-related financial risks in various traditional risk categories. On March 30, 2022 and December 2, 2022, the FDIC and the Federal Reserve, respectively, also issued for public comment substantially similar sets of draft principles targeted at financial institutions with total consolidated assets of more than $100 billion subject to their respective supervision, including, with respect to the Federal Reserve, the Company.It is too early to determine what other regulations and policies may be adopted or apply to the Company and AENB and the effect of any such regulations or policies on the Company and AENB.

Consumer Financial Products Regulation

Our consumer-oriented activities are subject to regulation and supervision in the United States and internationally. In the United States, our marketing, sale and servicing of consumer financial products and our compliance with certain federal consumer financial laws are supervised and examined by the CFPB, which has broad rulemaking and enforcement authority over providers of credit, savings and payment services and products, and authority to prevent “unfair, deceptive or abusive” acts or practices. The CFPB has the authority to write regulations under federal consumer financial protection laws, to enforce those laws and to examine for compliance. It is also authorized to collect fines and require consumer restitution in the event of violations, engage in consumer financial education, track consumer complaints, request data and promote the availability of financial services to underserved consumers and communities. In addition, a number of U.S. states have significant consumer credit protection, disclosure and other laws (in certain cases more stringent than U.S. federal laws). U.S. federal law also regulates abusive debt collection practices, which, along with bankruptcy and debtor relief laws, can affect our ability to collect amounts owed to us or subject us to regulatory scrutiny.

On February 1, 2023, the CFPB issued a proposed rule to lower the safe harbor amount that would be considered, by regulation, to be “reasonable and proportional” to the costs incurred by credit card issuers for late payments. The proposed rule would also eliminate the annual inflation adjustment for such safe harbor amount and prohibit late fee amounts above 25 percent of the consumer's consumer’s required minimum payment.

On March 30, 2023, the CFPB adopted a final rule requiring covered financial institutions, such as us, to collect and report data to the CFPB regarding certain small business credit applications. Based on our small business credit transaction volume, we will be required to comply with this rule by October 1, 2024, subject to the outcome of litigation over the final rule.

On October 19, 2023, the CFPB issued a proposed rule on personal financial data rights that the CFPB stated would accelerate a shift toward open banking. The proposed rule proposal, if would require data providers to provide consumers and consumer-authorized third parties with access to consumers’ financial data free of charge and would also impose requirements on authorized third parties, as well as data aggregators that facilitate access to consumers’ financial data. If the proposed rule is adopted is not expected as proposed, it (and other open banking initiatives) has the potential to become effective before 2024. change the competitive landscape, which would present new challenges and opportunities to our business model.

We are also regulated in the United States under the “money transmitter” or “sale of check” laws in effect in most states. In addition, we are required by the laws of many states to comply with unclaimed and abandoned property laws, under which we must pay to states the face amount of any Travelers Cheque or prepaid card that is uncashed or unredeemed after a period of time depending on the type of product. Additionally, we are regulated under insurance laws in the United States and other countries where we offer insurance services.

In countries outside the United States, regulators continue to focus on a number of key areas impacting our card-issuing businesses, particularly consumer protection (such as in the European Union (EU), the United Kingdom and Canada) and responsible lending (such as in Australia, Mexico, New Zealand and Singapore), with increasing importance on and attention to customers and outcomes rather than just ensuring compliance with local rules and regulations. Regulators’ expectations of firms in relation to their compliance, risk and control frameworks continue to increase and regulators are placing significant emphasis on a firm’s systems and controls relating to the identification and resolution of issues.

Payments Regulation

Legislators and regulators in various countries in which we operate have focused on the operation of card networks, including through enforcement actions, legislation and regulations to change certain practices or pricing of card issuers, merchant acquirers and payment networks, and, in some cases, to establish broad and ongoing regulatory oversight regimes for payment systems.

The EU, Australia, Canada and other jurisdictions have focused on interchange fees (that is, the fee paid by the bankcard merchant acquirer to the card issuer in payment networks like Visa and Mastercard), as well as the rules, contract terms and practices governing merchant card acceptance. Regulation and other governmental actions relating to pricing or practices could affect all networks directly or indirectly, as well as adversely impact consumers and merchants. Among other things, regulation of bankcard fees has negatively impacted and may continue to negatively impact the discount revenue we earn, including as a result of downward pressure on our merchant discount rates from decreases in competitor pricing in connection with caps on interchange fees. In some cases, regulations also extend to certain aspects of our business, such as network and cobrand arrangements or the terms of card acceptance for merchants, and we have exited our network businesses in the EU and Australia as a result of regulation in those jurisdictions, for example. There is uncertainty as to when or how interchange fee caps and other provisions of the EU payments legislation might apply when we work with cobrand partners and agents in the EU. In a ruling issued on February 7, 2018, the EU Court of Justice confirmed the validity of fee capping and other provisions in circumstances where three-party networks issue cards with a cobrand partner or through an agent, although the ruling provided only limited guidance as to when or how the provisions might apply in such circumstances and remains subject to differing interpretations by regulators and participants in cobrand arrangements. On August 29, 2023, the Dutch Trade and Industry Appeals Tribunal referred questions to the EU Court of Justice on the interpretation of the application of the interchange fee caps in connection with an administrative proceeding by the Netherlands Authority for Consumers and Markets regarding our cobrand relationship with KLM Royal Dutch Airlines. Given differing interpretations by regulators and participants in cobrand arrangements, we are subject to regulatory action, penalties and the possibility we will not be able to maintain our existing cobrand and agent relationships in the EU. See “*Our business is subject to evolving and comprehensive government regulation and supervision, which could materially adversely affect our results of operations and financial condition*” under “Risk Factors.”

In various countries, such as certain Member States in the EU, Australia and Australia, Canada (other than in Quebec), merchants are permitted by law to surcharge card purchases. In addition, the laws of a number of states in the United States that prohibit surcharging have been overturned and certain states have passed or are considering laws to permit surcharging by merchants. Effective October 6, 2022, merchants in Canada (other than in Quebec) are now permitted to surcharge credit card purchases up to a maximum of 2.4 percent as a result of a litigation settlement with Visa and Mastercard. Surcharging is an adverse customer experience and could have a material adverse effect on us, particularly where it only or disproportionately impacts credit card usage or card usage generally, our Card Members or our business. In addition, other steering or differential acceptance practices that are permitted by regulation in some jurisdictions could also have a material adverse effect on us. See "*Surcharging or steering by merchants could materially adversely affect our business and results of operations*" under "Risk Factors."

In some countries, governments have established regulatory regimes that require international card networks to be locally licensed and/or to localize aspects of their operations. For example, the Reserve Bank of India, which has broad power under the Payment and Settlement Systems Act, 2007 to regulate the membership and operations of card networks, issued a mandate requiring payment systems operators in India to store certain payments data locally. In 2021, it imposed restrictions on American Express Banking Corp. from engaging in certain card issuing activities in India, which were lifted in August 2022 following significant investment in technology, infrastructure and resources to comply with the regulation. The development and enforcement of these and other similar laws, regulations and policies may adversely affect our ability to compete effectively and maintain and extend our global network.

Privacy, Data Protection, Data Governance, Information Security and Cyber Security Cybersecurity

Regulatory and legislative activity in the areas of privacy, data protection, data governance and information security and cyber security cybersecurity continues to increase worldwide. We have established, and continue to maintain, policies and a governance framework to comply with applicable privacy, data protection, data governance and information security and cyber security cybersecurity laws and requirements, meet evolving customer and industry expectations and support and enable business innovation and growth. growth; however, our policies and governance framework may be insufficient given the size and complexity of our business and heightened regulatory scrutiny.

Our regulators are increasingly focused on ensuring that our privacy, data protection, data governance and cyber security-related cybersecurity-related policies and practices are adequate to inform customers of our data collection, use, sharing and/or security practices, to provide them with choices, if required, about how we use and share their information, and to appropriately safeguard their personal information and account access. Regulators are also focused on data management, technology infrastructure and architecture, technology operations, resiliency and business continuity, and third-party risk management policies and practices.

In the United States, certain of our businesses are subject to the privacy, disclosure and safeguarding provisions of the Gramm-Leach-Bliley Act (GLBA) and its implementing regulations and guidance. Among other things, GLBA imposes certain limitations on our ability to share consumers' nonpublic personal information with nonaffiliated third parties and requires us to develop, implement and maintain a written comprehensive information security program containing safeguards that are appropriate to the size and complexity of our business, the nature and scope of our activities and the sensitivity of customer information that we process. We also have also expanded privacy rights privacy-related obligations with respect to California residents who are not covered by GLBA, pursuant to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020. Various regulators and other U.S. states and territories are considering similar requirements or have adopted laws, rules and regulations pertaining to privacy and/or information security and cyber security cybersecurity that may be more stringent and/or expansive than federal requirements.

We are also subject to certain privacy, data protection, data governance and information security and cyber security cybersecurity laws in other countries in which we operate (including countries Member States in the EU, Australia, Canada, China, Japan, Hong Kong, India, Indonesia, Mexico, Singapore, Thailand and the United Kingdom), some of which are more stringent and/or expansive than those in the United States and some of which may conflict with each other. Some countries and the EU jurisdictions have instituted or are considering instituting requirements that make it onerous to transfer personal data to other jurisdictions. Other jurisdictions, and certain countries may require in-country data processing and/or in-country storage of data. Compliance with such laws results in higher technology, administrative and other costs for us, could limit our ability to optimize the use of our closed-loop data, and could require use of local technology services. Some of these laws also require us to provide foreign governments and other third parties broader access to our data and intellectual property. Data breach and operational outage notification laws or regulatory activities to encourage such notifications and regulatory activity and laws around resiliency, business continuity and third-party risk management are also becoming more prevalent in jurisdictions outside the United States in which we operate.

In Europe, the The EU General Data Protection Regulation (GDPR) imposes and the equivalent UK GDPR impose legal and compliance obligations on companies that process personal data of individuals in the EU and UK, irrespective of the geographical location of the company, with the potential for significant fines for non-compliance (up to 4 percent of total annual worldwide revenue). The GDPR includes, These laws include, among other things, a requirement for prompt notice of data breaches, in certain circumstances, to affected individuals and supervisory authorities. The UK GDPR mirrors authorities and restrictions on the compliance requirements and fine structure of the GDPR. In October 2022, an Executive Order was signed that, together with regulations issued by the U.S. Department of Justice, would implement a new data privacy framework for cross border cross-border transfers of EU or UK personal data. We rely on a variety of compliant transfer mechanisms to transfer this personal data, including the use of binding corporate rules and standard contractual clauses. In 2023, the EU and UK regulators approved the EU-U.S. Data Privacy Framework and the UK Data Bridge, enabling easier transfers of EU and UK personal data to participating companies in the United States. We are also subject to certain data protection laws in Member States in the EU, which may be more stringent than the EU GDPR. Our data protection programs have become the subject of heightened scrutiny in certain Member States in the EU and we continue to make changes to our privacy practices and data governance to comply with these requirements.

Anti-Money Laundering, Countering the Financing of Terrorism, Economic Sanctions and Anti-Corruption Compliance

We are subject to significant supervision and regulation, and an increasingly stringent enforcement environment, with respect to compliance with anti-money laundering (AML), countering the financing of terrorism (CFT), sanctions and anti-corruption laws and regulations. Failure to maintain and implement adequate programs and policies and procedures for AML/CFT, sanctions and anti-corruption compliance could have material financial, legal and reputational consequences.

Anti-Money Laundering and Countering the Financing of Terrorism

We are subject to a significant number of AML/CFT laws and regulations globally.

In the United States, the majority of AML/CFT requirements are derived from the Currency and Foreign Transactions Reporting Act and the accompanying regulations issued by the U.S. Department of the Treasury (collectively referred to as the Bank Secrecy Act), as amended by the USA PATRIOT Act of 2001 (the Patriot Act). The Anti-Money Laundering Act of 2020 (the AMLA), enacted in January 2021, amended the Bank Secrecy Act and is intended to comprehensively reform and modernize U.S. AML/CFT laws. Many of the statutory provisions in the AMLA will require additional rulemakings, reports and other measures, and the effects impact of which are not known at this time. the AMLA will depend on, among other things, rulemaking and implementation guidance.

In Europe, AML/CFT requirements are largely the result of countries transposing the 5th and 6th EU Anti-Money Laundering Directives (and preceding EU Anti-Money Laundering Directives) into local laws and regulations. Numerous other countries such as Argentina, Australia, Canada, India, Mexico, New Zealand and Russia, have also enacted or proposed new or enhanced AML/CFT legislation and regulations applicable to American Express.

Among other things, these laws and regulations generally require us to establish AML/CFT programs that meet certain standards, including in some instances, expanded reporting, particularly in policies and procedures to collect information from and verify the area identities of our customers, and to monitor for and report suspicious transactions, and enhanced in addition to other information gathering and recordkeeping requirements. Our AML/CFT

19

programs have become the subject of heightened scrutiny in some countries, including certain Member States in the EU. Any errors, failures or delays in complying with AML/CFT laws, perceived deficiencies in our AML/CFT programs or association of our business with money laundering, terrorist financing, tax fraud or other illicit activity can give rise to significant supervisory, criminal and civil proceedings and lawsuits, which could result in significant penalties and forfeiture of assets, loss of licenses or restrictions on business activities, or other enforcement actions.

Economic Sanctions

National governments and international bodies, such as the United Nations and the EU, have imposed economic sanctions against individuals, entities, vessels, governments and countries that endanger their interests or violate international norms of behavior. Sanctions have been used to advance a range of foreign policy goals, including conflict resolution, counterterrorism, counternarcotics and promotion of democracy and human rights, among other national and international interests. Failure to comply with such requirements could subject us to serious legal and reputational consequences, including criminal penalties.

19

The United States has imposed economic sanctions that affect transactions with designated foreign countries, nationals and others. involving targeted jurisdictions, parties or activities. The United States prohibits U.S. persons from engaging with individuals and entities identified as “Specially Designated Nationals,” such as terrorists and narcotics traffickers, without a license or other authorization. These prohibitions are administered by the U.S. Department of the Treasury’s Office of Foreign Assets Control (OFAC). administers most U.S. sanctions. OFAC regulations prohibit U.S. persons from engaging in financial transactions with or relating to, or other dealings involving, a targeted individual, entity, vessel, government or country without a license or other authorization and require the blocking U.S. persons to block property and property interests of assets in which the individual, entity, vessel, government parties on OFAC’s Specially Designated Nationals and Blocked Persons List and entities owned 50 percent or country has an interest, and prohibit transfers of more by one or more Specially Designated Nationals. Blocked property subject to U.S. jurisdiction (including property in the possession or control of U.S. persons) to such individual, entity, vessel, government or country. Blocked assets (e.g., property bank deposits or bank deposits) other financial assets) cannot be paid out, withdrawn, set off or transferred in any manner without a license from OFAC. Regulatory authorities in other international jurisdictions, such as the United Kingdom and Member States in the EU, administer similar programs to U.S. sanction programs.

We maintain a global sanctions compliance program designed to meet the requirements of applicable sanctions regimes.

Anti-Corruption

We are subject to complex anti-corruption laws and regulations, including the U.S. Foreign Corrupt Practices Act (the FCPA), the UK Bribery Act and other laws that prohibit the making or offering of improper payments. The FCPA makes it illegal to corruptly offer or provide anything of value to foreign government officials, political parties or political party officials for the purpose of obtaining or retaining business or an improper advantage. The FCPA also requires us to strictly comply with certain accounting and internal controls standards. The UK Bribery Act also prohibits commercial bribery and the receipt of a bribe, and makes it a corporate offense to fail to prevent bribery by an associated person, in addition to prohibiting improper payments to foreign government officials. Failure by us or our colleagues, contractors or agents to comply with the FCPA, the UK Bribery Act and other similar laws can expose us and/or individual colleagues to investigation, prosecution and potentially severe criminal and civil penalties.

Compensation Practices

Our compensation practices are subject to oversight by the Federal Reserve and the OCC. The federal banking regulators’ guidance on sound incentive compensation practices sets forth three key principles for incentive compensation arrangements that are designed to help ensure that incentive compensation plans do not encourage imprudent risk-taking and are consistent with the safety and soundness of banking organizations. The three principles provide that a banking organization’s incentive compensation arrangements should

(1) provide incentives that appropriately balance risk and financial results in a manner that does not encourage employees to expose their organizations to imprudent risks, (2) be compatible with effective internal controls and risk management and (3) be supported by strong corporate governance, including active and effective oversight by the organization's board of directors. Any deficiencies in our compensation practices that are identified by the banking regulators in connection with their review of our compensation practices may be incorporated into our supervisory ratings, which can affect our ability to make acquisitions or perform other actions. Enforcement actions may be taken against us if our incentive compensation arrangements or related risk-management control or governance processes are determined to pose a risk to our safety and soundness, and we have not taken prompt and effective measures to correct the deficiencies.

The Dodd-Frank Act requires U.S. financial regulators, including the Federal Reserve and the Securities and Exchange Commission (SEC), to adopt rules on incentive-based payment arrangements at specified regulated entities having at least $1 billion in total assets. In 2016, the federal banking regulators, the SEC, the Federal Housing Finance Agency and the National Credit Union Administration proposed revised rules on incentive-based compensation practices, which have not yet been finalized. If these or other regulations are adopted in a form similar to what has been proposed, they will impose limitations on the manner in which we may structure compensation for our colleagues, which could adversely affect our ability to hire, retain and motivate key colleagues.

In October 2022, the SEC adopted a new rule directing national securities exchanges to require policies mandating, in the case of a restatement of previously issued financial statements, the recovery of excess incentive-based compensation paid to current or former executive officers and requiring listed issuers to disclose any recovery analysis where recovery is triggered by any such restatement.

ADDITIONAL INFORMATION

We maintain an Investor Relations website at http://ir.americanexpress.com. We make available free of charge, on or through this website, our annual, quarterly and current reports and any amendments to those reports as soon as reasonably practicable following the time they are electronically filed with or furnished to the SEC.

In addition, we routinely post financial and other information, some of which could be material to investors, on our Investor Relations website. Information regarding our corporate sustainability initiatives, including our Environmental, Social and Governance reports, are available on the Corporate Sustainability section of our website at http://about.americanexpress.com/corporate-sustainability.

The content of any of our websites referred to in this report is not incorporated by reference into this report or any other report filed with or furnished to the SEC. We have included such website addresses only as inactive textual references and do not intend them to be active links.

You can find certain statistical disclosures required of bank holding companies starting on page A-1, which are incorporated herein by reference.

Our business as a whole has not experienced significant seasonal fluctuations, although network volumes tend to be moderately higher in the fourth quarter than in other quarters. As a result, the amount of Card Member loans and receivables outstanding tend to be moderately higher during that quarter. The average discount rate also tends Additionally, we tend to be slightly lower during have a higher proportion of retail-related billed business in the fourth quarter, due to which on average has a higher level of retail-related billed business. slightly lower merchant discount rate.

ITEM 1A. RISK FACTORS

This section highlights certain risks that could affect us and our businesses, broadly categorized as in accordance with the risk types identified in our Enterprise Risk Management (ERM) Framework: "Strategic & Business, Reputational and Competitive Country Risks," "Legal, Regulatory "Operational and Compliance Compliance/Legal Risks" and "Credit, "Market, Funding & Liquidity, Credit and Market Model Risks." You should carefully consider each of the following risks and all of the other information set forth in this Annual Report on Form 10-K, including the in "Risk Management" section under "MD&A," which describes our approach to identifying, monitoring and managing the risks we assume in conducting our businesses and provides certain quantitative and qualitative disclosures about market risks. The risks and uncertainties we face are not limited to those described below. Additional risks and uncertainties not presently known to us or that we currently believe to be immaterial may also adversely affect our business.

Strategic & Business, Reputational and Competitive Country Risks

Business and economic conditions are a major driver of our results of operations and difficult conditions in the business and economic environment may materially adversely affect our business.

We offer a broad array of products and services to consumers, small businesses, mid-sized companies and large corporations and thus are very dependent upon the level of consumer and business activity and the demand for payment and financing products. Slow economic growth, economic contraction or shifts in broader consumer and business trends significantly impact customer behaviors, including spending on our cards, the ability and willingness of Card Members to borrow and pay amounts owed to us and demand for fee-based products and services.

Factors such as consumer spending and confidence, household income and housing prices, unemployment rates, business investment and inventory levels, bankruptcies, geopolitical instability, (including the ongoing military conflict in Ukraine), public policy decisions, government spending, international trade relationships, interest rates, taxes, inflation and deflation (including the effects of related governmental responses), energy costs, availability of capital and credit and the continuing lingering impacts of the COVID-19 pandemic all affect the economic environment and, ultimately, our profitability. Recently, levels of inflation have been significantly elevated. Sustained Additionally, sustained periods of high inflation may, among other things, increase certain of our expenses and erode consumer purchasing power, confidence and spending. An economic downturn or recession may result in higher unemployment and lower household income, consumer spending, corporate earnings and business investment, which may negatively impact spending on our cards and demand for our products, and increase delinquencies and write-off rates.

Travel and entertainment (T&E) expenditures, which comprised approximately 25 28 percent of our worldwide billed business during 2022, 2023, for example, are sensitive to business and personal discretionary spending levels and tend to decline during general economic downturns. Likewise, spending by small business and corporate clients, which comprised approximately 45 43 percent of our worldwide billed business during 2022, 2023, depends in part on the economic environment and a favorable climate for continued business investment and new business formation. Increases in delinquencies and write-off rates as a result of increases in bankruptcies, unemployment rates, changes in customer behaviors or otherwise could also have a material adverse effect on our results of operations. The consequences of negative circumstances impacting us or the economic environment generally can be sudden and severe and can impact customer types and geographies in which we operate in very different ways.

Our business is subject to the effects of geopolitical conditions, weather, natural disasters and other catastrophic events.

Geopolitical conditions, terrorist attacks, military conflicts, natural disasters, severe weather, widespread health emergencies or pandemics, information or cyber security cybersecurity incidents (including intrusion into or degradation or unavailability of systems or technology by cyberattacks), operational incidents and other catastrophic events can have a material adverse effect on our business. Political and social conditions, including actions aimed at upending geopolitical stability (such as from tensions involving China and the U.S.), fiscal and monetary policies (including developments related to the U.S. federal debt ceiling) ceiling, budgetary issues and government shutdowns), trade wars and tariffs, labor shortages, prolonged or recurring government shutdowns, regional or domestic hostilities, economic sanctions and the prospect or occurrence of more widespread conflicts could also negatively affect our business, operations and partners, consumer and business spending, including travel patterns and business investment, and demand for credit. Because we derive a portion of our revenues from travel-related spending, our business is sensitive to safety concerns related to travel and tourism, limitations on travel and mobility and health-related risks. In addition, disruptions in air travel and other forms of travel can result in the payment of claims under travel protection products we offer.

The COVID-19 pandemic had and continues to have, widespread, rapidly evolving and unpredictable impacts on global society, economies, financial markets and consumer and business spending. behaviors. The pandemic and resulting containment measures adversely impacted a significant portion of our network volumes. The global macroeconomic outlook continues to remain uncertain due to a variety of factors, including the emergence of new variants, impacts to the labor market, supply chain disruptions and inflation, and the impacts of the pandemic may continue even as the pandemic subsides. inflation. The extent to which our business and results of operations could may continue to be adversely affected by the lingering impacts of the pandemic this macroeconomic uncertainty will depend on numerous evolving factors and future developments, including the continued spread and severity of the virus and new variants; the imposition or concern relating to the possible imposition of further containment measures; the availability, distribution, use and effectiveness of treatments and vaccines; the extent and duration of the effect lingering effects on the economy, inflation, consumer confidence and consumer and business spending; and the impact on consumers and businesses as forbearance and government support programs end; end, including the continued stress on businesses due to operational changes and staffing issues; and the extent end of the continued resumption of normal operating conditions moratorium on student loan repayments.

Several military conflicts are taking place across the world (such as the ongoing Russia-Ukraine and customer behaviors.

Israel-Hamas wars), which may adversely affect our business, and geopolitical tensions may result in additional conflicts or escalate existing conflicts. Following the Russian invasion of Ukraine, we announced that we suspended all business operations in Russia and Belarus and this

conflict has led to economic uncertainty and market disruptions, including heightened energy prices, and the imposition of financial and economic sanctions and export controls designed to constrain Russia. The conflict in Israel and surrounding areas has also created economic uncertainty and regional instability, including due to the risk of escalation into a wider regional conflict, and resulted in the imposition of sanctions targeting Hamas-affiliated individuals and entities. The broader consequences of this conflict these conflicts remain uncertain, but may include further sanctions, regional instability and geopolitical shifts, increased prevalence and sophistication of cyberattacks, potential retaliatory action by customers or the Russian government against companies such as us, heightened regulatory scrutiny related to sanctions compliance, increased inflation, further increases or fluctuations in commodity and energy prices, decreases in global travel, further disruptions to the global supply chain and the availability of certain natural resources and other adverse effects on macroeconomic conditions.

Hurricanes and other natural disasters have impacted spending and credit performance in the areas affected. Other disasters or catastrophic events in the future, and the impact of such events on certain industries or the overall economy, could have a negative effect on our business, results of operations and infrastructure, including our technology and systems. Climate change may exacerbate certain of these threats, including the frequency and severity of weather-related events. Card Members in California, Florida, New York, Florida, Texas, Georgia and New Jersey account for a significant portion of U.S. consumer and small business billed business and Card Member loans, and our results of operations could be impacted by events or conditions that disproportionately or specifically affect one or more of those states.

Our operating results may materially suffer because of substantial and increasingly intense competition worldwide in the payments industry.

The payments industry is highly competitive, and we compete with card networks, issuers and acquirers, paper-based transactions (e.g., cash and checks), bank transfer models (e.g., wire transfers and ACH), as well as evolving and growing alternative payment and financing providers. If we are not able to differentiate ourselves from our competitors, develop compelling value propositions for our customers and/or effectively grow in areas such as mobile and online payments and emerging technologies, we may not be able to compete effectively.

We believe Visa and Mastercard are larger than we are in most countries based on purchase volume. As a result, card issuers and acquirers on the Visa and Mastercard networks may be able to benefit from the dominant position, scale, resources, marketing and pricing of those networks. Our business may also be negatively affected if we are unable to continue increasing merchant acceptance (including by merchants that accept cards on the Visa and Mastercard networks) and perceptions of coverage, or if our Card Members do not experience welcome acceptance of our cards.

Some of our competitors have developed, or may develop, substantially greater financial and other resources than we have and may offer richer value propositions or a wider range of programs and services than we offer or may use more effective strategies to acquire and retain more customers, capture a greater share of spending and borrowings, develop more attractive cobrand card and other partner programs and maintain greater merchant acceptance than we have. Government actions or initiatives may also provide competitors with increased opportunities to derive competitive advantages and may create new competitors, including in some cases a government entity. We may not be able to compete effectively against these threats or respond or adapt to changes in consumer spending and borrowing habits as effectively as our competitors. Costs such as Card Member rewards and Card Member services expenses could continue to increase as we evolve our value propositions, including in response to increased competition.

Spending on our cards could continue to be impacted by increasing consumer usage of credit and debit cards issued on other networks, as well as adoption of alternative payment mechanisms, systems and products. The fragmentation of customer spending to take advantage of different merchant or card incentives or for convenience with technological solutions may continue to increase. Revolving credit balances on our cards could also be impacted by alternative financing providers, such as point-of-sale lenders and buy now, pay later products. To the extent other payment and financing mechanisms, systems and products continue to successfully expand, our discount revenues earned from Card Member spending and our net interest income earned from Card Member borrowing could be negatively impacted. In addition, companies that control access to consumer and merchant payment method choices at the point of sale or through digital wallets, commerce-related experiences, mobile applications or other technologies could choose not to accept, suppress use of, or degrade the experience of using our products or could restrict our access to our customers and transaction data. Such companies could also require payments from us to participate in such digital wallets, experiences or applications or negotiate incentives or pricing concessions, impacting our profitability on transactions.

The competitive value of our closed-loop data and demand for our products and services may also be diminished as traditional and non-traditional competitors use other, new data sources and technologies to derive similar insights and by certain regulations, such as open banking initiatives that are increasingly being promoted by governments and regulators, which may result in disintermediating existing financial services providers, steering customers away from our products and services or decreasing our attractiveness to partners.

To the extent we expand into, or further grow in, new business areas and new geographic regions, such as mainland China, we will face competitors with more experience and more established relationships with relevant customers, regulators and industry participants, which could adversely affect our ability to compete. Laws and business practices that favor local competitors, require card transactions to be routed over domestic networks or prohibit or limit foreign ownership of certain businesses could limit our growth in international regions.

We may face additional compliance and regulatory risks to the extent that we expand into new business areas, and we may need to dedicate more expense, time and resources to comply with regulatory requirements than our competitors, particularly those that are not regulated financial institutions.

Many of our competitors are subject to different, and in some cases, less stringent, legislative and regulatory regimes, and some may have lower cost structures and more agile business models and systems. More restrictive laws and regulations that do not apply to all of our competitors can put us at a disadvantage, including prohibiting us from engaging in certain transactions, regulating our business practices or adversely affecting our cost structure.

We face intense competition for partner relationships, which could result in a loss or renegotiation of these arrangements that could have a material adverse impact on our business and results of operations.

In the ordinary course of our business we enter into different types of contractual arrangements with business partners in a variety of industries. For example, we have partnered work with partners such as Delta, Marriott, Hilton and British Airways as well as many others globally, to offer cobranded cards for consumers and small businesses, and through our Membership Rewards program we have partnered with businesses partners in many industries, including Delta, and others in the airline industry, to offer benefits and rewards to Card Member participants. Members. See “Partners and Relationships” under “Business” for additional information on our business partnerships, including with Delta.

Competition for relationships with key business partners is very intense and there can be no assurance we will be able to grow or maintain these partner relationships or that they will remain as profitable or valued by our customers. Establishing and retaining attractive cobrand card partnerships is particularly competitive among card issuers and networks as these partnerships typically appeal to high-spending loyal customers. All of our cobrand portfolios in the aggregate accounted for approximately 18 21 percent of our worldwide network volumes for the year ended December 31, 2022 December 31, 2023. Card Member loans related to our cobrand portfolios accounted for approximately 36 percent of our worldwide Card Member loans as of December 31, 2022 December 31, 2023.

Cobrand arrangements are entered into for a fixed period, generally ranging from five to ten years, and will terminate in accordance with their terms, including at the end of the fixed period unless extended or renewed at the option of the parties, or upon early termination as a result of an event of default or otherwise. We face the risk that we could lose partner relationships, even after we have invested significant resources in the relationships. Additionally, partners may make changes to the products and services they offer, which may lower the value of our products, such as the cobranded cards we issue to our customers. We may also choose to not renew certain cobrand relationships. Network volumes could decline and Card Member attrition could increase, in each case, significantly as a result of the termination of one or more cobrand partnership relationships. In addition, some of our cobrand arrangements provide that, upon expiration or termination, the cobrand partner may purchase or designate a third party to purchase the loans generated with respect to its program, such cobranded card portfolio, which could result in the loss of the card accounts and a significant decline in our Card Member loans outstanding.

We regularly seek to extend or renew cobrand arrangements in advance of the end of the contract term and face the risk that existing relationships will be renegotiated with less favorable terms for us or that we may be unable to renegotiate on terms that are acceptable to us, as competition for such relationships continues to increase. We make payments to our cobrand partners, which can be significant, based primarily on the amount of Card Member spending and corresponding rewards earned on such spending and, under certain arrangements, on the number of accounts acquired and retained. The amount we pay to our cobrand partners has increased, particularly in the United States, and may continue to increase as arrangements are renegotiated due to increasingly intense competition for cobrand partners among card issuers and networks.

The loss of exclusivity arrangements with business partners, the loss of the partner relationship altogether (whether by non-renewal at the end of the contract period, such as the end of our relationship with Costco in the United States in 2016, or as the result of a merger, legal or regulatory action or otherwise, such as the withdrawal of American Airlines in 2014 from our Airport Club Access program for Centurion® and Platinum Card® Members) otherwise) or the renegotiation of existing partnerships with terms that are significantly worse for us could have a material adverse impact on our business and results of operations. See "*Our business is subject to evolving and comprehensive government regulation and supervision, which could materially adversely affect our results of operations and financial condition" condition*" above for information on the uncertainty regarding our cobrand and agent relationships in the EU. In addition, any publicity associated with the loss of any of our key business partners could harm our reputation, making it more difficult to attract and retain Card Members and merchants, and could weaken our negotiating position with our remaining and prospective business partners.

Arrangements with our business partners represent a significant portion of our business. We are exposed to risks associated with our business partners, including reputational issues, business slowdowns, bankruptcies, liquidations, restructurings and consolidations, and the possible obligation to make payments to our partners.

Our success is, in many ways, dependent on the success of our partners. From customer acquisition to cobranding arrangements, from participation in our rewards programs to facilitating B2B supplier payments for our corporate clients, we rely on our business partners across many aspects of our company and our arrangements with business partners represent a significant portion of our business. Some of our partners manage certain aspects of our customer relationships, such as our OptBlue partners. To the extent any of our partners fail to effectively promote and support our products, experience a slowdown in their business, operational disruptions, reputational issues or loss of consumer confidence, or are otherwise unable to meet our expectations or those of their other stakeholders, our business may be materially negatively impacted. For example, the operational rights relating to our prepaid reloadable and gift card business are owned by a business partner and the reloadable operations have experienced disruptions and compliance issues that impacted the ability of our prepaid customers to load and use their cards. If such operations are interrupted, suspended, terminated or otherwise experience further issues in the future, it could further negatively impact our customers'

experience, result in additional costs, litigation and regulatory action, and harm our business and reputation. We also face the risk that existing relationships will be renegotiated with less favorable terms for us or that we may be unable to renegotiate on terms that are acceptable to us. In addition, we may be obligated to make or accelerate payments to certain business partners such as

cobrand partners upon the occurrence of certain triggering events such as a shortfall in certain performance and revenue levels. If we are not able to effectively manage these triggering events, we could unexpectedly have to make payments to these partners, which could have a negative effect on our financial condition and results of operations. See Note 12 to our the "Consolidated Financial Statements" for additional information on financial commitments related to agreements with certain cobrand partners.

Similarly, we are exposed to risk from bankruptcies, liquidations, insolvencies, financial distress, restructurings, consolidations, operational outages, cyber security cybersecurity incidents and other similar events that may occur in any industry representing a significant portion of our network volumes, which could negatively impact particular card products and services (and volumes generally) and our financial condition and results of operations. We have previously and may in the future pre-purchase loyalty points from certain of our cobrand partners, the value of which may diminish to the extent such partners cease operations or such points become less desirable to our customers. We could also be materially impacted if we were obligated or elected to reimburse Card Members for products and services purchased from merchants that have ceased operations or stopped accepting our cards. For example, we are exposed to credit risk in the airline industry to the extent we protect Card Members against non-delivery of purchases, such as where we have remitted payment to an airline for a Card Member purchase of tickets that have not yet been used or "flown." If we are unable to collect the amount from the airline, we may bear the loss for the amount credited to the Card Member. At December 31, 2022 December 31, 2023, our best estimate of the maximum amount of billed business for purchases that had yet to be delivered by, or could be charged back to, merchants was $31.1 billion $35.3 billion. This amount assumes all such merchants worldwide cease operations and thus are no longer available to deliver such purchases or to accept such chargebacks, and that all such billed business results in claims-in-full by Card Members. Such a maximum amount has not been indicative of our actual loss exposure in the past and we have not experienced significant losses related to these exposures to date; however, our historical experience may not be representative in the current environment given the current global economic, financial and geopolitical conditions. See Note 12 to the "Consolidated Financial Statements" for additional information regarding this exposure.

For additional information relating to operational risks of our business partners, see "*We rely on third-party providers for acquiring and servicing customers, technology, platforms and other services integral to the operations of our businesses. These third parties may act in ways that could materially harm our business*" below and for the general risks related to the airline industry, see "Risk Management— Management — Institutional Credit Risk— Risk — Exposure to the Airline and Travel Industry" under "MD&A."

We face continued intense competitive pressure that may materially impact the prices we charge for accepting our cards for payment, as well as the risk of losing merchant relationships, which could have a material adverse impact on our business and results of operations.

We face pressure from competitors that primarily rely on sources of revenue other than discount revenue or have lower costs that can make their pricing for card acceptance more attractive. Merchants, business partners and third-party merchant acquirers and aggregators are also able to negotiate incentives, pricing concessions and other favorable contractual provisions from us as a condition to accepting our cards, being cobrand partners, offering benefits to our Card Members or signing merchants on our behalf. As merchants become even larger (such as the largest tech companies), we may have to increase the amount of incentives and/or concessions we provide to them. We also face the risk of losing a merchant relationship that could materially adversely affect our network volumes, ability to retain current Card Members and attract new Card Members and therefore, our business and results of operations.

Our average merchant discount rate has rates have been impacted by regulatory changes affecting competitor pricing in certain international countries and may in the future be impacted by pricing regulation. We have also experienced erosion of our average merchant discount rate rates as we increase merchant acceptance. We may not be successful in significantly expanding merchant acceptance or offsetting rate erosion with volumes at new merchants. In addition, the regulatory environment and differentiated payment models and technologies from non-traditional players in the alternative payments space could pose challenges to our traditional payment model and adversely impact our average merchant discount rate. rates. Some merchants, including large tech companies and other large merchants, continue to invest in their own payment and financing solutions, such as proprietary-branded mobile wallets, using both traditional and new technology platforms. If merchants are able to drive broad consumer adoption and usage, it could adversely impact our average merchant discount rate rates and network and loan volumes.

A continuing priority of ours is to drive greater and differentiated value to our merchants that, if not successful, could negatively impact our discount revenue and financial results. We may not succeed in maintaining merchant discount rates or offsetting the impact of declining merchant discount rates, for the reasons discussed above and others, which could materially and adversely affect our revenues and profitability, and therefore our ability to invest in innovation and in value-added services for merchants, business partners and Card Members.

Surcharging or steering by merchants could materially adversely affect our business and results of operations.

In certain countries, such as Australia, Canada (other than in Quebec) and certain Member States in the EU, and in certain states in the United States, merchants are expressly permitted by law to surcharge certain card purchases and, as a result of a litigation settlement, surcharging of credit card purchases is permitted by merchants in certain jurisdictions in Canada. purchases. In jurisdictions allowing surcharging, we have seen merchant surcharging on American Express cards in certain merchant categories, and in some cases, either the surcharge is greater than that applied to Visa and Mastercard cards or Visa and Mastercard cards are not surcharged at all (practices that are known as differential surcharging), even though there are many cards issued on competing networks that have an equal or greater cost of acceptance for the merchant.

We also encounter merchants that accept our cards, but tell their customers that they prefer to accept another type of payment or otherwise seek to suppress use of our cards or certain of our cards, which could become more prevalent with the existence of debit cards on the American Express network. Our Card Members value the ability to use their cards where and when they want to, and we, therefore, take steps to meet our Card Members' expectations and to protect the American Express brand by prohibiting discrimination through provisions in our merchant contracts, including non-discrimination and honor-all-cards provisions, subject to local legal requirements. We have increasingly relied on merchant acquirers, aggregators and processors to manage certain aspects of our merchant relationships. When we work with such third parties, we are dependent on them to promote and support the acceptance and usage of our cards, but they may have business interests, strategies or goals that are inconsistent with ours.

New products, such as debit cards on the American Express network, could fail to gain market acceptance and American Express cards could become less desirable to consumers and businesses generally due to surcharging, steering or other forms of discrimination, which could result in a decrease in cards-in-force, coverage and transaction volumes. The impact could vary depending on such factors as: the industry or manner in which a surcharge is levied; how Card Members are surcharged or steered to other card products or payment forms at the point of sale; the ease and speed of implementation for merchants, merchant acquirers, aggregators, processors or other merchant service providers, including as a result of new or emerging technologies; the size and recurrence of the underlying charges; and whether and to what extent these actions are applied to other forms of payment, including whether it varies depending on the type of card (e.g., credit or debit), product, network, acquirer or issuer. Discrimination against American Express cards could have a material adverse effect on our business, financial condition and results of operations, particularly where it only or disproportionately impacts credit card usage or card usage generally, our Card Members or our business.

We may not be successful in our efforts to promote card usage or attract new Card Members, including through marketing and promotion, merchant acceptance and Card Member rewards and services, or to effectively control the costs of such investments, both of which may materially impact our profitability.

Revenue growth is dependent on increasing consumer and business spending on our cards, growing loan balances and increasing fee revenue. We have been investing in a number of growth initiatives, including to attract new Card Members, retain existing Card Members and capture a greater share of customers' total spending and borrowings. There can be no assurance that our investments will continue to be effective, particularly as consumer and business behaviors continue to change. In addition, if we develop new products or offers that attract customers looking for short-term incentives rather than incentivize long-term loyalty, Card Member attrition and costs could increase. Increasing spending on our cards also depends on our continued expansion of merchant acceptance of our cards. If we are unable to continue growing merchant acceptance and perceptions of coverage or merchants decide to no longer accept American Express cards, our business could suffer. Expanding our service offerings, adding customer acquisition channels and forming new partnerships or renewing current partnerships could have higher costs than our current arrangements, fail to resonate with customers, adversely impact our average merchant discount rate rates or dilute our brand.

Another way we invest in customer value is through our Membership Rewards program, as well as other Card Member benefits. Any significant change in, or failure by management to reasonably estimate, actual redemptions of Membership Rewards points and associated redemption costs could adversely affect our profitability. We rely on third parties for certain redemption options and may not be able to continue to offer such redemption options in the future, which could diminish the value of the program for our Card Members. Our two largest redemption partners are Amazon and Delta. In addition, many credit card issuers have instituted rewards and cobrand programs and may introduce programs other benefits and services that are similar to or ours and may be more attractive than ours. Our attractive. An inability to differentiate our products and services could materially adversely affect us.

We may not be able to cost-effectively manage and expand Card Member benefits, including containing the growth of marketing, promotion, rewards and Card Member services expenses in the future. If such expenses increase beyond our expectations, we will need to find ways to offset the financial impact by increasing other areas of revenues such as fee-based revenues, decreasing operating expenses or other investments in our business, or both. We may not succeed in doing so, particularly in the current competitive and regulatory environment. In addition, increased costs as a result of inflation, colleague retention and recruitment, supply chain issues and shortages of materials such as chips for our cards may require that we reduce investments in other areas.

Our brand and reputation are key assets of our Company, and our business may be materially affected by how we are perceived in the marketplace.

Our brand and its attributes are key assets, and we believe our continued success depends on our ability to preserve, grow and realize the benefits of the value of our brand. Our ability to attract and retain consumer and small business Card Members and corporate clients is highly dependent upon the external perceptions of our level of service, trustworthiness, business practices, privacy and data protection, management, workplace culture, merchant acceptance, financial condition, response to political and social issues or catastrophic events (including our response to the COVID-19 pandemic and natural disasters) and other subjective qualities. Negative perceptions or publicity regarding these matters — even if related to seemingly isolated incidents and whether or not factually correct—could erode trust and confidence and damage our reputation among existing and potential Card Members, corporate clients, merchants and partners, which could make it difficult for us to attract new customers and

maintain existing ones. Negative public opinion could result from actual or alleged conduct in any number of activities or circumstances, including card practices, regulatory compliance, the use and protection of

customer information, conduct by our colleagues and policy engagement, including activities of the American Express Company Political Action Committee, and from actions taken by regulators or others in response thereto. Discussion about such matters in social media channels can also cause rapid, widespread reputational harm to our brand.

Our brand and reputation may also be harmed by actions taken by third parties that are outside our control. For example, any shortcoming of or controversy related to a third-party service provider, business partner, merchant acquirer or network partner may be attributed by Card Members and merchants to us, thus damaging our reputation and brand value. Our brand may also be negatively impacted by acceptance of American Express cards by merchants in certain industries, when American Express cards are used for payment for legal, but controversial, products and services or any government inquiries or legislative scrutiny related to card acceptance or usage. The lack of acceptance, suppression of card usage or surcharging by merchants can also negatively impact perceptions of our brand and our products, lower overall transaction volume and increase the attractiveness of other payment products or systems. Adverse developments with respect to our industry, including the creation and implementation of new merchant categories codes, may also negatively impact our reputation, or result in greater regulatory or legislative scrutiny or litigation against us. Furthermore, as a corporation with headquarters and operations located in the United States and a brand name referring to the United States, a negative perception of the United States arising from its political or other positions could harm the perception of our company and our brand. These risks to our brand and reputation, as well as other risks described in this Risk Factors section, are heightened by the increasing sophistication and availability of artificial intelligence technology that can assist with the creation of deepfakes and increase the velocity of distribution of disinformation. Although we monitor developments for areas of potential risk to our reputation and brand, negative perceptions or publicity could materially and adversely affect our business volumes, revenues and profitability.

We publicly share certain information about our ESG initiatives. We may face increased scrutiny related to these activities from governments, regulators, the media, investors, colleagues, customers and other stakeholders, including from parties that oppose ESG initiatives. Responding to ESG considerations and the implementation of our ESG goals and initiatives, involves risk which could result in litigation and uncertainties, requires investments and depends other adverse consequences. There can be no assurance that we will achieve our ESG goals, which depend in part on third-party performance or data that is outside of our control. There can be no assurance that we will achieve our ESG goals and initiatives control, or that any such achievements will have the desired results. Further, our ESG goals and the methodologies for reporting may change over time and we may be subject to new legal and regulatory requirements related to ESG matters. Our failure or perceived failure to achieve progress in these areas on a timely basis, if at all, or inaccurate perceptions or misrepresentations of our ESG goals and initiatives could impact our reputation, colleague hiring and retention and public perceptions of our business.

A major information or cyber security incident or an increase in fraudulent activity could lead to reputational damage to our brand and material legal, regulatory and financial exposure, and could reduce the use and acceptance of our products and services.

We and third parties collect, process, transfer, host, store, analyze, retain, provide access to and dispose of account information, payment transaction information, and certain types of personally identifiable and other information pertaining to our customers and colleagues in connection with our cards and other products and in the normal course of our business.

Global financial institutions like us, as well as our customers, colleagues, regulators, service providers and other third parties, have experienced a significant increase in information and cyber security risk in recent years and will likely continue to be the target of increasingly sophisticated cyberattacks, including computer viruses, malicious or destructive code, ransomware, social engineering attacks (including phishing, impersonation and identity takeover attempts), corporate espionage, hacking, website defacement, denial-of-service attacks, exploitation of vulnerabilities and other attacks and similar disruptions from the misconfiguration or unauthorized use of or access to computer systems. These threats can arise from external parties, as well as insiders who knowingly or unknowingly engage in or enable malicious cyber activities. There are a number of motivations for cyber threat actors, including criminal activities such as fraud, identity theft and ransom, corporate or nation-state espionage, political agendas, public embarrassment with the intent to cause financial or reputational harm, intent to disrupt information technology systems and supply chains, and to expose and exploit potential security and privacy vulnerabilities in corporate systems and websites. Cyber threats, including attacks from state sponsored or nation-state actors, can increase during periods of diplomatic or armed conflict, such as the ongoing conflict in Ukraine.

Our networks and systems are subject to constant attempts to disrupt our business operations and capture, destroy, manipulate or expose various types of information relating to corporate trade secrets, customer information, including Card Member, travel and loyalty program data, colleague information and other sensitive business information, including acquisition activity, non-public financial results and intellectual property. For example, we and other U.S. financial services providers have been the target of distributed denial-of-service attacks from sophisticated third parties. We develop and maintain systems and processes aimed at detecting and preventing information and cyber security incidents and fraudulent activity, which require significant investment, maintenance and ongoing monitoring and updating as technologies and regulatory requirements change, new vulnerabilities and exploits are discovered and as efforts to overcome security measures become more sophisticated. In addition, we maintain cyber crisis response procedures and regularly test our procedures to remain prepared and reduce the risk of harm to our business operations, customers and third parties in the event of an information or cyber security incident.

Despite our efforts and the efforts of third parties that process, transmit or store our data and data of our customers and colleagues or support our operations, such as service providers, merchants and regulators, the possibility of information, operational and cyber security incidents, malicious social engineering, corporate espionage, fraudulent or other malicious activities and human error or malfeasance cannot be eliminated entirely and will evolve as new and emerging technology is deployed, including the increasing use of personal mobile and computing devices and communications platforms that are outside of our network and control environments. For example, we are aware that certain of our third-party vendors have been the victims of ransomware and other cyberattacks, in some instances affecting our data or the services they provide to us. In addition, new products and services, such as checking accounts and non-card lending, may lead to an increase in the number or types of cyber attacks and our exposure to fraud and other malfeasance. Risks associated with such incidents and activities include theft of funds and other monetary loss, disruption of our operations and the unauthorized disclosure, release, gathering, monitoring, misuse, modification, loss or destruction of confidential, proprietary, trade secret or other information (including account data information). An incident may not be detected until well after it occurs and the severity and potential impact may not be fully known for a substantial period of time after it has been discovered. Our ability to address incidents may also depend on the timing and nature of assistance that may be provided from relevant governmental or law enforcement agencies.

Information, operational or cyber security incidents, fraudulent activity and other actual or perceived failures to maintain confidentiality, integrity, availability of services, privacy and/or security has led to increased regulatory scrutiny and may lead to regulatory investigations and intervention (such as mandatory card reissuance), consent decrees, increased litigation (including class action litigation), response costs (including notification and remediation costs), fines, negative assessments of us and our subsidiaries by banking regulators and rating agencies, reputational and financial damage to our brand, negative impacts to our partner relationships, and reduced usage of our products and services, all of which could have a material adverse impact on our business. The disclosure of sensitive company information could also undermine our competitive advantage and divert management attention and resources.

Successful cyberattacks, data breaches, disruptions or other incidents related to the actual or perceived failures to maintain confidentiality, integrity, privacy and/or security at other large financial institutions, large retailers, travel and hospitality companies, government agencies or other market participants, whether or not we are impacted, could lead to a general loss of customer confidence that could negatively affect us, including harming the market perception of the effectiveness of our security measures or harming the reputation of the financial system in general, which could result in reduced use of our products and services. Such events could also result in legislation and additional regulatory requirements. Although we maintain cyber insurance, there can be no assurance that liabilities or losses we may incur will be covered under such policies or that the amount of insurance will be adequate.

The uninterrupted operation of our information systems is critical to our success and a significant disruption could have a material adverse effect on our business and results of operations.

Our information technology systems and those of our third parties upon which we rely, including our transaction authorization, clearing and settlement systems, and data centers, have experienced in limited instances and may continue to experience service disruptions or degradation, which may result from technology malfunction, sudden increases in processing or other volumes, natural disasters and weather events, fires, accidents, technology change management issues, power outages, internet outages, telecommunications failures, fraud, denial-of-service, ransomware and other cyberattacks, inadequate infrastructure in lesser-developed markets, technology capacity management issues, terrorism, computer viruses, vulnerabilities in hardware or software, physical or electronic break-ins, or similar events. Service disruptions or degradations can prevent access to our online services and account information, compromise or limit access to company or customer data, impede or prevent transaction processing and financial reporting, disrupt ordinary business operations, result in contractual penalties or obligations, trigger regulatory reporting obligations, and lead to regulatory investigations and fines, increased regulatory oversight, and litigation (including class action litigation). Any such service disruption or degradation could adversely affect the perception of the reliability of our products and services and materially adversely affect our overall business, reputation and results of operations.

We rely on third-party providers for acquiring and servicing customers, technology, platforms and other services integral to the operations of our businesses. These third parties may act in ways that could materially harm our business.

We rely on third-party service providers, cobrand partners, merchants, affiliate marketing firms, processors, aggregators, network partners and other third parties for services that are integral to our operations and are subject to the risk that activities of such third parties may adversely affect our business. As outsourcing, specialization of functions, third-party digital services and technology innovation within the payments industry increase (including with respect to mobile technologies, tokenization, big data, artificial intelligence and cloud-based solutions), more third parties are involved in processing card transactions, handling our data and supporting our operations. For example, we rely on third parties for the timely transmission of accurate information across our global network, card acquisition and provision of services to our customers.

We have experienced in certain limited circumstances and may continue to experience disruptions or other events at our third parties or our third parties' service providers, including their failure to fulfill their obligations and the information, cyber security and operational incidents described above. Such disruptions could interrupt or compromise the quality of our services to customers, impact the confidentiality, integrity, availability and security of our data, lead to fraudulent transactions on our cards or other products, impact our business, cause brand or reputational damage, and lead to costs associated with responding to such a disruption, including notification and remediation costs, costs to switch vendors or move operations in house, regulatory investigations and fines and increased regulatory oversight and litigation. Third parties could also cease providing data to us or use our data in a way that was not authorized or diminishes the value of our closed loop.

The management and oversight of multiple third parties increases our operational complexity and governance challenges and decreases our control. A failure to exercise adequate oversight over third parties, including compliance with service level agreements or regulatory or legal requirements, could result in regulatory actions, fines, litigation, sanctions or economic and reputational harm to us. In addition, we may not be able to effectively monitor or mitigate operational risks relating to our third-party providers' service providers. We are also exposed to the risk that a service disruption at a service provider common to our third parties could impede their ability to provide services to us. Notwithstanding any attempts to diversify our reliance on third parties, in certain cases there may be limited alternatives or high costs for diversification, and we also may not be able to effectively mitigate operational risks relating to the service providers of our third-party providers.

If we are not able to successfully invest successfully in, and compete at the leading edge of, with respect to, technological developments and new products and services across all our businesses, our revenue and profitability could be materially adversely affected.

Our industry is subject to rapid and significant technological changes. In order to compete in our industry, we need to continue to invest in technology across all areas of our business, including in transaction processing, data management and analytics, machine learning and artificial intelligence, customer interactions and communications, open banking and alternative payment and financing mechanisms, authentication technologies and digital identification, tokenization, real-time settlement and risk management and compliance systems. Incorporating new technologies into our products and services, including developing the appropriate governance and controls consistent with regulatory expectations, requires substantial expenditures and takes considerable time, and ultimately may not be successful. We expect that new technologies in the payments industry will continue to emerge, and these new technologies may be superior to, or render obsolete, our existing technology.

The process of developing new products and services, enhancing existing products and services and adapting to technological changes and evolving industry standards is complex, costly and uncertain, and any failure by us to anticipate customers' changing needs and emerging technological trends accurately could significantly impede our ability to compete effectively. Consumer Adoption by consumers, merchants and merchant adoption other service providers is a key competitive factor and our competitors may develop products, platforms or technologies that become more widely adopted than ours. In addition, we may underestimate the resources needed and overestimate our ability to develop new products and services, particularly beyond our traditional card products and travel-related services. The use of artificial intelligence and machine learning technologies, including generative artificial intelligence, has increased rapidly with increasing complexity and changes in the nature of the technology. Our use of artificial intelligence and machine learning is subject to various risks including the use of personal information, flaws in our models or datasets that may result in biased or inaccurate results, ethical considerations regarding artificial intelligence, and our ability to safely deploy and implement governance and controls for artificial intelligence systems. Additionally, laws and regulations related to automated decision making, artificial intelligence and machine learning are still evolving and there is uncertainty as to new laws and regulations that will be adopted and the application of existing laws and regulations, which may restrict or impose burdensome and costly requirements on our ability to use artificial intelligence and machine learning. Adverse consequences of these risks related to flaws in our algorithms artificial intelligence and datasets that may be insufficient or contain biased information. These deficiencies machine learning could undermine the decisions, predictions or analysis such technologies produce subjecting and subject us to competitive harm, legal liability, heightened regulatory scrutiny and brand or reputational harm.

Our ability to adopt new technologies may be inhibited by the emergence of industry-wide standards, a changing legislative and regulatory environment, an inability to develop appropriate governance and controls, a lack of internal product and engineering expertise, resistance to change from Card Members, merchants or merchants, service providers, lack of appropriate change management processes or the complexity of our systems. In addition, our adoption of new technologies and our introduction of new products and services may expose us to new or enhanced risks, particularly in areas where we have less experience or our existing governance and control systems may be insufficient, which could require us to make substantial expenditures or subject us to legal liability, heightened regulatory scrutiny and brand or reputational harm.

We may not be successful in realizing the benefits associated with our acquisitions, strategic alliances, joint ventures and investment activity, and our business and reputation could be materially adversely affected.

We have acquired a number of businesses and have made a number of strategic investments, and continue to evaluate potential transactions. There is no assurance that we will be able to successfully identify suitable candidates, value potential investment or acquisition opportunities accurately, negotiate acceptable terms for those opportunities, or complete proposed acquisitions and investments. The process of integrating an acquired company, business or technology could create unforeseen operating difficulties and expenditures, including in integrating systems and personnel or further developing the acquired business or technology, result in unanticipated liabilities, including legal claims, violations of laws, commercial disputes and information security vulnerabilities or breaches (including from not integrating the acquired company, business or technology quickly or appropriately, from activities that occurred prior to the acquisition, from inadequate systems or controls of the acquired company, and from exposure to third party relationships of the acquired company or business or new laws and regulations), and harm our business generally. It may take us longer than expected to fully realize the anticipated benefits of these transactions, and those benefits may ultimately be smaller than anticipated or may not be realized at all, which could materially adversely affect our business and operating results, including as a result of write-downs of goodwill and other intangible assets.

Joint ventures, including our joint venture ventures in China and Switzerland, and minority investments in companies such as GBTG inherently involve a lesser degree of control over business operations, thereby potentially increasing the financial, legal, operational and/or compliance risks associated with the joint venture or minority investment, including as a result of being subject to different laws or regulations. Joint ventures and other partnerships or minority investments operating in foreign jurisdictions may also face risks from adverse regulatory actions, which could adversely affect their operations or our investment. In addition, we may be dependent on joint venture partners, controlling shareholders or management who may have business interests, strategies or goals that are inconsistent with ours and we have been and may in the future be involved in litigation with our joint venture partners and other shareholders and parties related to the joint ventures and investments. During the second quarter of 2022, GBTG became a publicly traded company following the completion of a business combination between American Express Global Business Travel and Apollo Strategic Growth Capital. We have extensive commercial arrangements with GBTG, including, among other things, a long-term trademark license agreement pursuant to which GBTG uses the American Express

---

brand, GBTG's GBTG's support of our partnerships, GBTG negotiations with travel suppliers on our behalf and a strategic relationship between GBTG and our Commercial Services business. Business decisions or other actions or omissions of a joint venture partner, other shareholders or management of our joint ventures and companies in which we have minority investments may adversely affect the value of our investment, result in litigation or regulatory action against us and otherwise damage our reputation and brand. In addition, trade secrets and other proprietary information we may provide to a joint venture may become available to third parties beyond our control. The ability to enforce intellectual property and contractual rights to prevent disclosure of our trade secrets and other proprietary information may be limited in certain jurisdictions.

We Additionally, from time to time we may also face risks with decide to divest certain businesses or assets. These divestitures may involve significant uncertainty and execution complexity, which may cause us not to achieve our strategic objectives, realize expected cost savings or obtain other types of strategic transactions, such as benefits from the sale to InComm of the operations relating to our prepaid reloadable divestiture and gift card business. The reloadable operations have experienced disruptions in the past, impacting the ability of our prepaid customers to load and use their cards. If such operations are interrupted, suspended or terminated in the future, it could further negatively impact our customers' experience, may result in additional costs, litigation and regulatory action, and unexpected losses of colleagues or harm our business and reputation.

Our success is dependent on maintaining a culture of integrity and respect, the resilience of our colleagues through changes in the working environment, and upon our executive officers and other key personnel, and misconduct by or loss of personnel could materially adversely affect our business.

We rely upon our personnel not only for business success, but also to act with integrity and promote a culture of respect. To the extent our colleagues behave in a manner that does not comport with our company's values, the consequences to our brand, and reputation could be severe and could negatively affect our financial condition and results of operations. Our colleagues have had to adapt to rapidly changing conditions customers or other partners. Further, during the pandemic and pendency of a divestiture, we may be subject to risks such as that the related return transaction may not close or the business to office arrangements, be divested may decline, and if we are unable to continue addressing the safety, health and productivity of our colleagues, as well as their expectations regarding workplace flexibility, our business could suffer. The changing nature of the office environment, such as return to office arrangements and the prevalence of remote and hybrid working, may result in increased costs and present operational and workplace culture challenges that may also adversely affect our business.

The market for qualified individuals with diverse perspectives and reflecting the diversity of our communities a divestiture is highly competitive, with elevated levels of turnover in recent years, and not completed, we may not be able to attract find another acquiror on similar terms.

Operational and Compliance/Legal Risks

We may not be able to effectively manage the operational and compliance risks to which we are exposed.

We consider operational risk to be the risk of loss due to, among other things, inadequate or failed processes, people or information systems, or impacts from the external environment (e.g., natural disasters). Operational risk includes, among others, the risk that error or misconduct could result in a material financial misstatement, a failure to monitor a third party's compliance with regulatory or legal requirements, a failure to adequately monitor and control access to, or use of, data in our systems we grant to third parties or a failure to satisfy our obligations to our customers with respect to our products and services. As processes or organizations are changed or become more complex, we grow in size, new products and services are introduced, such as new lending features, debit products, checking accounts and digital collectibles, or we become subject to more stringent or complicated regulatory requirements, we may not identify or address new operational risks. Through human error, fraud or malfeasance, conduct risk can result in harm to customers, legal liability, fines, sanctions, customer remediation and brand damage.

Compliance risk arises from violations of, or failure to conform or comply with, laws, rules, regulations, internal policies and procedures and ethical standards. We need to continually update and enhance our control environment to address operational and compliance risks. Operational and compliance failures, deficiencies in our control environment or an inability to maintain high standards of business conduct can expose us to reputational and legal risks as well as fines, civil money penalties or payment of damages and can lead to diminished business opportunities and diminished ability to expand key operations.

A major information or cybersecurity incident or an increase in fraudulent activity could lead to reputational damage to our brand and material legal, regulatory and financial exposure, and could reduce the use and acceptance of our products and services.

We and third parties collect, process, transfer, host, store, analyze, retain, provide access to and dispose of account information, payment transaction information, and certain types of personally identifiable and other information pertaining to our customers and colleagues in connection with our cards and other products and in the normal course of our business.

Global financial institutions like us, as well as our customers, colleagues, regulators, service providers and other third parties, have experienced a significant increase in information security and cybersecurity risk in recent years and will likely continue to be the target of increasingly sophisticated cyberattacks, including computer viruses, malicious or destructive code, ransomware, social engineering attacks (including phishing, impersonation and identity takeover attempts), artificial intelligence-assisted deepfake attacks and disinformation campaigns, corporate espionage, hacking, website defacement, denial-of-service attacks, exploitation of vulnerabilities and other attacks and similar disruptions from the misconfiguration or unauthorized use of or access to computer systems. These threats can arise from external parties, as well as insiders who knowingly or unknowingly engage in or enable malicious cyber activities. There are a number of motivations for cyber threat actors, including criminal activities such individuals. as fraud, identity theft and ransom, corporate or nation-state espionage, political agendas, public embarrassment with the intent to cause financial or reputational harm, intent to disrupt information technology systems and supply chains, and to expose and exploit potential security and privacy vulnerabilities in corporate systems and websites. Cyber threat actors have increasingly demonstrated advanced capabilities, including the rapid integration of new technology such as advanced forms of artificial intelligence and quantum computing. Cyber threats, including attacks from state sponsored or nation-state actors, can increase during periods of diplomatic or armed conflict, such as the ongoing Russia-Ukraine and Israel-Hamas wars.

Our networks and systems are subject to constant attempts to disrupt our business operations and capture, destroy, manipulate or expose various types of information relating to corporate trade secrets, customer information, including Card Member, travel and loyalty program data, colleague information and other sensitive business information, including acquisition activity, non-public financial results and intellectual property. For example, we and other U.S. financial services providers have been the target of distributed denial-of-service attacks. We develop and maintain systems and processes aimed at detecting and preventing information security and cybersecurity incidents and fraudulent activity, which require significant investment, maintenance and ongoing monitoring and updating as technologies and regulatory requirements change, new vulnerabilities and exploits are discovered and as efforts to overcome security measures become more sophisticated. In addition, we maintain cyber crisis response procedures and regularly test our procedures to remain prepared and reduce the risk of harm to our business operations, customers and third parties in the event of an information or cybersecurity incident.

Despite our efforts and the efforts of third parties that process, transmit or store our data and data of our customers and colleagues or support our operations, such as service providers, merchants and regulators, the possibility of information, operational and cybersecurity incidents, malicious social engineering, password mismanagement, corporate espionage, fraudulent or other malicious activities and human error or malfeasance cannot be eliminated entirely and will evolve as new and emerging technology is deployed, including quantum computing and the increasing use of platforms that are outside of our network and control environments. For example, we are aware that certain of our third-party service providers have been the victims of ransomware and other cyberattacks, in some instances that affected our data or the services they provide to us. In addition, new products and services, such as checking accounts and non-card lending, may lead to an increase in the number or types of cyber attacks and our exposure to fraud and other malfeasance.

Risks associated with such incidents and activities include theft of funds and other monetary loss, disruption of our operations and the unauthorized disclosure, release, gathering, monitoring, misuse, modification, loss or destruction of confidential, proprietary, trade secret or other information (including account data information). An incident may not be detected until well after it occurs and the severity and potential impact may not be fully known for a substantial period of time after it has been discovered. Our ability to address incidents may also depend on the timing and nature of assistance that may be provided from relevant governmental or law enforcement agencies.

Information, operational or cybersecurity incidents, fraudulent activity and other actual or perceived failures to maintain confidentiality, integrity, availability of services, privacy and/or security has led to increased regulatory scrutiny and may lead to regulatory investigations and intervention (such as mandatory card reissuance), consent decrees, increased litigation (including class action litigation), response costs (including notification and remediation costs), fines, negative assessments of us and our subsidiaries by banking regulators and rating agencies, reputational and financial damage to our brand, negative impacts to our partner relationships, and reduced usage of our products and services, all of which could have a material adverse impact on our business. The disclosure of sensitive company information could also undermine our competitive advantage and divert management attention and resources.

Successful cyberattacks, data breaches, disruptions or other incidents related to the actual or perceived failures to maintain confidentiality, integrity, data availability, privacy and/or security at other large financial institutions, large retailers, travel and hospitality companies, government agencies or other market participants, whether or not we are impacted, could lead to a general loss of customer confidence that could negatively affect us, including harming the market perception of the effectiveness of our security measures or harming the reputation of the financial system in general, which could result in reduced use of our products and services. Such events could also result in legislation and additional regulatory requirements. Although we maintain cyber insurance, there can be no assurance that liabilities or losses we may incur will be covered under such policies or that the amount of insurance will be adequate.

The uninterrupted operation of our information systems is critical to our success and a significant disruption could have a material adverse effect on our business and results of operations.

Our information technology systems and those of our third parties upon which we rely, including our transaction authorization, clearing and settlement systems, and data centers, have experienced and may continue to experience increased costs related to compensation service disruptions or degradation, which may result from technology malfunction, sudden increases in processing or other volumes, natural disasters and weather events, fires, accidents, technology change management issues, power outages, internet outages, telecommunications failures, fraud, denial-of-service, ransomware and other benefits necessary cyberattacks, inadequate infrastructure in lesser-developed markets, technology capacity management issues, terrorism, computer viruses, vulnerabilities in hardware or software, physical or electronic break-ins, or similar events. Service disruptions or degradations can prevent access to attract our online services and retain qualified personnel. Changes account information, compromise or limit access to company or customer data, impede or prevent transaction processing, communications to customers and financial reporting, disrupt ordinary business operations, result in immigration contractual penalties or obligations, trigger regulatory reporting obligations, and work permit laws lead to regulatory investigations and regulations fines, increased regulatory oversight, and litigation (including class action litigation). Any such service disruption or degradation could adversely affect the administration or enforcement perception of such laws or regulations or other changes in the legal or regulatory environment can also impair our ability to attract and retain qualified personnel, or to employ colleagues in the location(s) reliability of our choice. Our compensation practices are subject to review products and oversight by the Federal Reserve services and the compensation practices of AENB are subject to review and oversight by the OCC. This regulatory review and oversight could further affect our ability to attract and retain our executive officers and other key personnel. Our inability to attract and retain highly skilled, motivated and diverse personnel could materially adversely affect our overall business, reputation and our culture. results of operations.

Our operations, business, customers and partners could be materially adversely affected by climate change.

There are increasing and rapidly evolving concerns over the risks of climate change and related environmental sustainability matters. The physical risks of climate change include rising average global temperatures, rising sea levels and an increase in the frequency and severity of extreme weather events and natural disasters. Such events and disasters could disrupt our operations or the operations of customers or third parties on which we rely and could result in market volatility or negatively impact our customers' spending behaviors or ability to pay outstanding loans. Additionally, we may face risks related to the transition to a low-carbon economy. Changes in consumer preferences, travel patterns and legal requirements could increase expenses or otherwise adversely impact our business, our customers and partners. We and other parties in our value chain are expected to be subject to additional climate and other environmental-related obligations arising from legislation and regulation in the United States and abroad. For example, banking regulators and other governmental authorities and stakeholders are increasingly focused on the issue of climate risk at financial institutions, and several of the U.S. federal bank regulatory agencies have issued proposals for principles designed to provide a framework for the management of climate-related risks. Disclosure of additional climate-related information by companies has also begun to be mandated by legislation and regulators, even as the availability and quality of such information remains limited. We could also be required to change our business and management practices and experience increased expenses resulting from strategic planning, litigation and changes to our technology, operations, products and services, as well as reputational harm as a result of negative public sentiment, regulatory scrutiny and reduced stakeholder confidence, due to our response to climate change and our efforts relating to the Advancing Climate Solutions pillar of our ESG strategy. Our risk management framework may not be effective in identifying, measuring and controlling our exposure to climate-related risks, particularly given that the timing, nature and severity of the impacts of climate change may not be predictable.

Legal, Regulatory and Compliance Risks

Our business is subject to evolving and comprehensive government regulation and supervision, which could materially adversely affect our results of operations and financial condition.

We are subject to evolving and comprehensive government regulation and supervision in jurisdictions around the world, which significantly affects our business and requires continual enhancement of our compliance efforts. Supervision efforts and the enforcement of existing laws and regulations impact the scope and profitability of our existing business activities, limit our ability to pursue certain business opportunities and adopt new technologies, compromise our competitive position, and affect our relationships with Card Members, partners, merchants, service providers and other third parties. New laws or regulations could similarly affect our business, increase our the costs and complexity of doing business, impact what we are able to charge for, or offer in connection with, our products and services, impose conflicting obligations, and require us to change certain of our business practices and invest significant management attention and resources, all of which could adversely affect our results of operations and financial condition. Legislators and regulators around the world are aware of each other's approaches to the regulation of the financial services industry. Consequently, a development in one country, state or region may influence regulatory approaches in another.

In preparation for the completion of Brexit, numerous EU laws and regulations were separately adopted into UK domestic legislation in order to ensure continuity. However, the UK plans to evaluate the extent to which these EU-legacy laws and regulations should change going forward and has already indicated some areas where it may take a different approach from the EU. To the extent that different regulatory systems impose overlapping or inconsistent requirements on the conduct of our business, we face complexity and additional costs in our compliance efforts, as well as potential regulatory enforcement actions and penalties.

If we fail to satisfy regulatory requirements or maintain our financial holding company status, our financial condition and results of operations could be adversely affected, and we may be restricted in our ability to take certain capital actions (such as declaring dividends or repurchasing outstanding shares) or engage in certain business activities or acquisitions, which could compromise our competitive position. Additionally, our banking regulators have wide discretion in the examination and the enforcement of applicable banking statutes and regulations and may restrict our ability to engage in certain business activities or acquisitions or require us to maintain more capital. In response to recent bank failures and stress in the banking sector, legislators and regulators have increased their scrutiny of financial institutions and are proposing new measures and regulations, including those related to capital levels, liquidity standards, deposit concentrations and risk management practices, as well as increased deposit assessments. As we continue to grow, we expect to become subject to heightened regulatory expectations and more stringent regulatory requirements, such as becoming a Category III or Category II firm for purposes of the U.S. federal bank regulatory agencies' enhanced prudential standards, which may increase our compliance costs and adversely affect our business.

Legislators and regulators continue to focus on the operation of card networks, including interchange fees paid to card issuers in payment networks such as Visa and Mastercard, network routing practices and the fees merchants are charged to accept cards. Even where we are not directly regulated, regulation of bankcard fees significantly negatively impacts the discount revenue derived from our business, including as a result of downward pressure on our discount rate from decreases in competitor pricing in connection with caps on interchange fees. In some cases, regulations also extend, or may extend, to certain aspects of our business, such as network and cobrand arrangements, new products or services we may offer, or the terms of card acceptance for merchants, including terms relating to non-discrimination and honor-all-cards. For example, we have exited our network licensing businesses in the EU and Australia as a result of regulation in those jurisdictions. In addition, there is uncertainty as to when or how interchange fee caps and other provisions of payments legislation might apply when we work with cobrand partners and agents in the EU. In a ruling issued on February 7, 2018, the EU Court of Justice confirmed the validity of the application of the fee caps capping and other provisions in circumstances where three-party networks issue cards with a cobrand partner or through an agent, although the ruling provided only limited guidance as to when or how the provisions might apply in such circumstances and remains subject to differing interpretations by regulators and participants in cobrand arrangements. As a result, On August 29, 2023, the Dutch Trade and Industry Appeals Tribunal referred questions to the EU Court of Justice on the interpretation of the application of the interchange fee caps in connection with an administrative proceeding by the Netherlands Authority for Consumers and Markets regarding our cobrand relationship with KLM Royal Dutch Airlines. Given differing interpretations by regulators and participants in cobrand arrangements, we are subject to regulatory action, penalties and the possibility we will not be able to maintain our existing cobrand and agent relationships in the EU. Legislators and regulators have also increased their focus on limiting fees associated with card and banking products, such as the recent proposed rule by the CFPB related to credit card fees for late payments, which could negatively impact our fee revenue.

30

Legislators and regulators also continue to focus on consumer protection, including product design and pricing constructs, account management and security, credit bureau reporting, disclosure rules, marketing and debt collection practices. Any new requirements or increased enforcement of existing requirements may result in increased scrutiny of our pricing, underwriting and account management practices, the imposition of fines and customer remediation, higher compliance costs, restrictions on our ability to issue cards, appropriately price for the value of our products or partner with other financial institutions and otherwise result in changes to our business practices, which could materially and adversely impact our revenue growth and profitability.

We are subject to certain provisions of the Bank Secrecy Act, as amended by the Patriot Act significant supervision and the AMLA, regulation with regard respect to maintaining effective compliance with AML/CFT programs. Similar AML/CFT requirements apply under the laws of most jurisdictions where we operate. and sanctions regimes in numerous jurisdictions. As regulators increase their focus in this area, these areas, new technologies such as digital currencies develop, and near real-time money movement solutions are adopted, we introduce new products like checking accounts and geopolitical tensions increase, we face increased costs related to oversight, supervision and potential fines. Our AML/CFT programs have become the subject of heightened scrutiny in some countries, including certain Member States in the EU. Any errors, failures or delays in complying with AML/CFT and sanctions laws, perceived deficiencies in our AML/CFT related compliance programs or association of our business with money laundering, terrorist financing, tax fraud or other illicit activities or sanctioned persons, entities, governments or countries can give rise to significant supervisory, criminal and civil proceedings and lawsuits, which could result in significant penalties and forfeiture of assets, loss of licenses or restrictions on business activities, or other enforcement actions, and our reputation may suffer due to our customers' association with certain countries, persons or entities or the existence of any such transactions.

Various regulatory agencies and legislatures are also considering regulations and legislation covering identity theft, account management guidelines, credit bureau reporting, disclosure rules, security and marketing that would impact us directly, in part due to increased scrutiny of our underwriting and account management standards. Any new requirements may restrict our ability to issue cards or partner with other financial institutions, which could adversely affect our revenue growth.

See "Supervision and Regulation" under "Business" for more information about certain laws and regulations to which we are subject and their impact on us.

Litigation and regulatory actions could subject us to significant fines, penalties, judgments and/or requirements resulting in significantly increased expenses, damage to our reputation and/or a material adverse effect on our business. business and results of operations.

At any given time, we are involved in a number of legal proceedings, including class action lawsuits. lawsuits, mass arbitrations and similar actions. Many of these actions have included include claims for substantial compensatory or punitive damages. damages and require us to incur significant costs for legal representation, arbitration fees or other legal or related services. While we have historically relied on our arbitration clause in agreements with customers to limit our exposure to class action litigation, there can be no assurance that we will continue to be successful in enforcing our arbitration clause in the future, including as a result of possible regulation that would require that our consumer arbitration clause not apply to cases filed in court as class actions, and claims of the type we previously arbitrated could be subject to the complexities, risks and costs associated with class action cases. The continued focus of merchants on issues relating to the acceptance of various forms of payment may lead to additional litigation and other

legal actions. Given the inherent uncertainties involved in litigation, and the very large or indeterminate damages sought in some matters asserted against us, there is significant uncertainty as to the ultimate liability we may incur from litigation.

We are also involved at any given time with governmental and regulatory inquiries, investigations and proceedings. Regulatory action could subject us to significant fines, penalties or other requirements resulting in Card Member reimbursements, increased expenses, limitations or conditions on our business activities, and damage to our reputation and our brand, all of which could adversely affect our results of operations and financial condition. We expect that financial institutions, such as us, will continue to face significant regulatory scrutiny, with regulators taking formal enforcement actions against financial institutions in addition to addressing supervisory concerns through non-public supervisory actions or findings, which could involve restrictions on our activities, among other limitations, that could adversely affect our business. In addition, a violation of law or regulation by another financial institution could give rise to an investigation by regulators and other governmental agencies of the same or similar practices by us. Further, a single event may give rise to numerous and overlapping investigations and proceedings. External publicity concerning investigations can increase the scope and scale of investigations and lead to further regulatory inquiries.

We are also involved at any given time with governmental and regulatory inquiries, investigations and proceedings. Regulatory scrutiny has continued to increase in a number of areas, and regulatory action could subject us to significant fines, penalties or other requirements resulting in Card Member reimbursements, increased expenses, limitations or conditions on our business activities, and damage to our reputation and our brand, all of which could materially adversely affect our business and results of operations. For example, as previously disclosed and described in May 2020, more detail in Note 12 to the “Consolidated Financial Statements,” we began responding are cooperating with governmental investigations related to a review by the OCC and the Department certain of Justice (DOJ) Civil Division regarding our historical sales practices relating and have already paid a civil money penalty pursuant to sales a settlement with the OCC with respect to small business customers in the United States. In January 2021, we received a grand jury subpoena from the United States Attorney's Office for the Eastern District its investigation. Other investigations of New York (EDNY) regarding these our historical sales practices issues, as well as a Civil Investigative Demand from the CFPB pertaining to its investigation into sales practices related to consumers. In January 2023, the CFPB notified us that its investigation was completed and that it does not intend to recommend an enforcement action be taken against us at this time. The OCC, DOJ and EDNY reviews and investigations are ongoing and could result in enforcement actions or other regulatory proceedings against us seeking fines or other remedial actions. We are cooperating with all inquiries. We continue to review and enhance our processes and controls related to our sales practices and business conduct generally, take disciplinary and remedial actions where appropriate, and provide information regarding our reviews to our regulators, including the Federal Reserve. ongoing.

We also face an increased risk of litigation and governmental and regulatory scrutiny as a result of the effects of the pandemic on market and economic conditions, such as a renewed focus on fair lending laws, and actions governmental authorities take in response to those conditions, and in connection with our ESG-related disclosures and initiatives.

Legal proceedings regarding provisions in our merchant contracts, including non-discrimination and honor-all-cards provisions, could have a material adverse effect on our business and result in additional litigation and/or arbitrations, changes to our merchant agreements and/or business practices, substantial monetary damages and damage to our reputation and brand.

We are, and have been in the past, a defendant in a number of actions, including legal proceedings and proposed class actions, challenging certain provisions of our card acceptance agreements. See Note 12 to the “Consolidated Financial Statements” for a description of certain outstanding legal proceedings.

An adverse outcome in these proceedings could have a material adverse effect on our business and results of operations, require us to change our merchant agreements in a way that could expose our cards to increased merchant steering and other forms of discrimination that could impair the Card Member experience, result in additional litigation and/or arbitrations, impose substantial monetary damages and damage our reputation and brand. Even if we were not required to change our merchant agreements,

changes in Visa’s and Mastercard’s policies or practices as a result of legal proceedings, lawsuit settlements or regulatory actions pending against them could result in changes to our business practices and materially and adversely impact our profitability.

We rely on third-party providers for acquiring and servicing customers, technology, platforms and other services integral to the operations of our businesses. These third parties may act in ways that could materially harm our business.

We rely on third-party service providers, cobrand partners, merchants, affiliate marketing firms, processors, aggregators, network partners and other third parties for services that are integral to our operations and are subject to capital adequacy the risk that activities of such third parties may adversely affect our business. As outsourcing, specialization of functions, third-party digital services and liquidity rules, and if we fail to meet these rules, our business would be materially adversely affected.

Failure to meet current or future capital or liquidity requirements could compromise our competitive position and could result in restrictions imposed by technology innovation within the Federal Reserve, or the OCC payments industry increase (including with respect to AENB, mobile technologies, tokenization, big data, artificial intelligence and cloud-based solutions), more third parties are involved in processing card transactions, handling our data and supporting our operations. For example, we rely on third parties for the timely transmission of accurate information across our global network, card acquisition and provision of services to our customers.

We have experienced in certain limited circumstances and may continue to experience disruptions or other events at our third parties or our third parties' service providers, including limiting their failure to fulfill their obligations and the information, cybersecurity and operational incidents described above. Such disruptions could interrupt or compromise the quality of our ability services to pay dividends, repurchase customers, impact the confidentiality, integrity, availability and security of our capital stock, invest in data, lead to fraudulent transactions on our cards or other products, impact our business, expand cause brand or reputational damage, and lead to costs associated with responding to such a disruption, including notification and remediation costs, costs to switch service providers or move operations in house, regulatory investigations and fines and increased regulatory oversight and litigation. Third parties may also act in other ways that are inconsistent with our business interests or engage contrary to our strategic or technological initiatives, such as ceasing to provide data to us or using our data in acquisitions. Some elements a way that was not authorized or diminishes the value of the capital transaction data we receive through our integrated payments platform.

The management and liquidity regimes are not yet final oversight of an increasing number of third parties increases our operational complexity and certain developments could significantly impact the requirements applicable governance challenges and decreases our control. Additionally, third-party oversight and practices related to financial institutions. For example, if the 2017 Basel Committee revisions third parties such as outsourcing have become subject to the standardized approach for credit risk and operational risk capital requirements are adopted heightened regulatory scrutiny both in the United States and applicable internationally. A failure to us, we are likely exercise adequate oversight over third parties, including compliance with service level agreements or regulatory or legal requirements, could result in regulatory actions, fines, litigation, sanctions or economic and reputational harm to be required to hold significantly more capital. us. In addition, it we may not be able to effectively monitor or mitigate operational risks relating to our third-party providers' service providers. We are also exposed to the risk that a service disruption at a service provider common to our third parties could impede their ability to provide services to us. Notwithstanding any attempts to diversify our reliance on third parties, in certain cases there may be necessary limited alternatives or high costs for us diversification, and we also may not be able to hold additional capital because effectively mitigate operational risks relating to the service providers of an increase our third-party providers.

Our success is dependent on maintaining a culture of integrity and respect, the resilience of our colleagues through changes in the SCB requirement based on working environment, and upon our executive officers and other key personnel, and misconduct by or loss of personnel could materially adversely affect our business.

We rely upon our colleagues not only for business success, but also to act with integrity and promote a culture of respect. To the extent our colleagues behave in a manner that does not comport with our company's values, the consequences to our brand and reputation could be severe and could negatively affect our financial condition and results from a supervisory stress test.

Compliance with capital adequacy of operations. The changing nature of the office environment, such as changes in the prevalence of remote and liquidity rules requires a material investment of resources. An inability to meet regulatory hybrid working and expectations regarding our compliance with applicable capital adequacy such arrangements, may result in increased costs and liquidity rules present operational and workplace culture challenges and difficulties in attracting, developing and retaining personnel that may also negatively impact adversely affect our business.

The market for qualified, highly motivated individuals with diverse perspectives and reflecting the assessment diversity of us our communities is highly competitive, with elevated levels of turnover in recent years, and we may not be able to attract and retain such individuals. We have and may continue to experience increased costs related to compensation and other benefits necessary to attract and retain such individuals, however the compensation and benefits we offer may still be viewed as less favorable than that offered by our U.S. bank subsidiary by federal banking regulators.

For more information on capital adequacy requirements, see "Capital competitors. Changes in immigration and Liquidity Regulation" under "Supervision work permit laws and Regulation."

We regulations or the administration or enforcement of such laws or regulations or other changes in the legal or regulatory environment can also impair our ability to attract and retain qualified personnel, or to employ colleagues in the location(s) of our choice. Our compensation practices are subject to restrictions that limit review and oversight by the Federal Reserve and the compensation practices of AENB are subject to review and oversight by the OCC. This regulatory review and oversight could further affect our ability to pay dividends attract and repurchase retain our capital stock. executive officers and other key personnel. Our subsidiaries are also subject inability to restrictions that limit their ability to pay dividends to us, which may attract, develop and retain highly skilled, motivated and diverse personnel could materially adversely affect our liquidity. business and our culture.

We are limited in our ability to pay dividends and repurchase capital stock by our regulators, who have broad authority to prohibit any action that would be considered an unsafe or unsound banking practice. We are subject to a requirement to submit capital plans to the Federal Reserve for review that include, among other things, projected dividend payments and repurchases of capital stock. As part of the capital planning and stress testing process, our proposed capital actions are assessed against our ability to satisfy applicable capital requirements in the event of a stressed market environment. If we fail to satisfy applicable capital requirements, including the stress capital buffer, our ability to undertake capital actions may be restricted.

Our ability to declare or pay dividends on, or to purchase, redeem or otherwise acquire, shares of our common stock will be prohibited, subject to certain exceptions, in the event that we do not declare and pay in full dividends for the last preceding dividend period of our preferred stock.

American Express Company relies on dividends from its subsidiaries for liquidity, and such dividends may be limited by law, regulation or supervisory policy. For example, our U.S. bank subsidiary, AENB, is subject to various statutory and regulatory limitations on its declaration and payment of dividends. These limitations may hinder our ability to access funds we may need to make payments on our obligations, make dividend payments on outstanding American Express Company capital stock or otherwise achieve strategic objectives.

Any future reduction or elimination of our common stock dividend or share repurchase program could adversely affect the market price of our common stock and market perceptions of American Express. For more information on bank holding company and depository institution dividend restrictions, see "Stress Testing and Capital Planning" and "Dividends and Other Capital Distributions" under "Supervision and Regulation," as well as "Consolidated Capital Resources and Liquidity—Dividends and Share Repurchases" under "MD&A" and Note 22 to our "Consolidated Financial Statements."

Regulation in the areas of privacy, data protection, data governance, resiliency, data transfer, third party oversight, account access, artificial intelligence and machine learning and information security and cyber security cybersecurity could increase our costs and affect or limit our business opportunities and how we collect and/or use personal information.

Legislators and regulators in the United States and other countries in which we operate are increasingly adopting or revising privacy, data protection, data governance, resiliency, data transfer, third party oversight, account access, artificial intelligence and machine learning and information security and cyber security cybersecurity laws, including data localization, authentication and notification laws. As such laws are interpreted and applied (in some cases, with significant differences or conflicting requirements across

jurisdictions), compliance and technology costs will continue to increase, particularly in the context of ensuring that adequate data governance, data management, data protection, incident management, resiliency, third party management, data transfer, security controls, and account access mechanisms and controls related to artificial intelligence and machine learning are in place.

Compliance with current or future privacy, data protection, data governance, resiliency, data transfer, third party oversight, account access, artificial intelligence and machine learning and information security and cyber security cybersecurity laws could significantly impact our collection, use, sharing, retention and safeguarding of consumer and/or colleague information and could restrict our ability to fully maximize our closed-loop capability or provide certain products and services or work with certain service providers, which could materially and adversely affect our profitability. Our failure to comply with such laws or to maintain sufficient governance and control structures could result in potentially significant regulatory and/or governmental investigations and/or actions, litigation, fines, sanctions, ongoing regulatory monitoring, customer attrition, decreases in the use or acceptance of our cards and damage to our reputation and our brand. In recent years, there has been increasing regulatory enforcement and litigation activity in the areas of privacy, data protection and information security and cyber security cybersecurity in the United States, the EU and various other countries in which we operate. operate and our data protection and governance programs have become the subject of heightened scrutiny.

For more information on regulatory and legislative activity in this area, see "Privacy, "Supervision and Regulation — Privacy, Data Protection, Data Governance, Information Security and Cyber Security" Cybersecurity" under "Supervision and Regulation." "Business."

We may not be able to effectively manage the operational and compliance risks to which we are exposed.

We consider operational risk to be the risk of loss due to, among other things, inadequate or failed processes, people or information systems, or impacts from the external environment (e.g., natural disasters). Operational risk includes, among others, the risk that error or misconduct could result in a material financial misstatement, a failure to monitor a third party's compliance with regulatory or legal requirements, or a failure to adequately monitor and control access to, or use of, data in our systems we grant to third parties. As processes or organizations are changed, or new products and services are introduced, such as new lending features, debit products and checking accounts, we may not fully appreciate or identify new operational risks that may arise from such changes. Through human error, fraud or malfeasance, conduct risk can result in harm to customers, legal liability, fines, sanctions, customer remediation and brand damage.

Compliance risk arises from violations of, or failure to conform or comply with, laws, rules, regulations, internal policies and procedures, and ethical standards. We need to continually update and enhance our control environment to address operational and compliance risks. Operational and compliance failures, deficiencies in our control environment or an inability to maintain an ethical workplace and high standards of business conduct can expose us to reputational and legal risks as well as fines, civil money penalties or payment of damages and can lead to diminished business opportunities and diminished ability to expand key operations.

If we are not able to protect our intellectual property, or successfully defend against any infringement or misappropriation assertions brought against us, our revenue and profitability could be negatively affected.

We rely on a variety of measures to protect our intellectual property and control access to, and distribution of, our trade secrets and other proprietary information. These measures may not prevent infringement of our intellectual property rights or

misappropriation of our proprietary information and a resulting loss of competitive advantage. The ability to enforce intellectual property rights to prevent disclosure of our trade secrets and other proprietary information may be limited in certain jurisdictions. In addition, competitors or other third parties may allege that our products, systems, processes or technologies infringe on their intellectual property rights. Given the complex, rapidly changing and competitive technological and business environments in which we operate, and the potential risks and uncertainties of intellectual property-related litigation, a future assertion of an infringement or misappropriation claim against us could cause us to lose significant revenues, incur significant defense, license, royalty or technology development expenses, and/or pay significant monetary damages.

Tax legislative initiatives or assessments could adversely affect our results of operations and financial condition.

We are subject to income and other taxes in the United States and in various foreign jurisdictions. The laws and regulations related to tax matters are extremely complex and subject to varying interpretations. Although management believes our positions are reasonable, we are subject to audit by the Internal Revenue Service in the United States and by tax authorities in all the jurisdictions in which we conduct business operations. We are being challenged in a number of countries regarding our application of value-added taxes (VAT) to certain transactions. While we believe we comply with all applicable VAT and other tax laws, rules and regulations in the relevant jurisdictions, the tax authorities may determine that we owe additional taxes or apply existing laws and regulations more broadly, which could result in a significant increase in liabilities for taxes and interest in excess of accrued liabilities.

New tax legislation could be enacted Legislative action or inaction in the countries in which we have operations. operations could increase our effective tax rate. For example, new guidelines issued by the Organization for Economic Cooperation and Development (OECD) would will impact how multinational enterprises (MNEs) are taxed on their global profits. In particular, the OECD's guidelines on a global minimum tax of 15 percent could will impact the effective tax rate for many MNEs. A number of Several countries including the Member States in the EU, have adopted, or plan are beginning to adopt, implement these minimum tax guidelines, starting with effectiveness commencing in 2024, which and if all OECD member countries were to implement these minimum tax guidelines in their current form, we expect that it would impact result in a significant increase to our effective tax rate when the rules become effective. rate. In addition to legislative changes, actions by tax authorities, including an increase in tax audit activity, could have an adverse impact on our tax liabilities.

Jurisdictions may also make changes related to the tax treatment of card transactions, such as imposing taxes on Card Member rewards, which could decrease the value we provide to customers and adversely impact our business.

Our operations, business, customers and partners could be adversely affected by climate change.

There are increasing and rapidly evolving concerns over the risks of climate change and related environmental sustainability matters. We face physical risks related to climate change, including rising average global temperatures, rising sea levels and an increase in the frequency and severity of extreme weather events and natural disasters. Such events and disasters could disrupt our operations or the operations of customers or third parties on which we rely and could result in market volatility or negatively impact our customers' spending behaviors or ability to pay outstanding loans. Additionally, we may face risks related to the transition to a low-carbon economy. Changes in consumer preferences, travel patterns and legal requirements could impact our revenues or expenses or otherwise adversely affect our business, our customers and partners. We and other parties in our value chain are expected to be subject to additional climate and other environmental-related obligations arising from legislation and regulation in the United States and abroad, including those that may impose inconsistent or conflicting requirements. Banking regulators and other governmental authorities and stakeholders are increasingly focused on the issue of climate risk at financial institutions, and several of the U.S. federal bank regulatory agencies have issued principles designed to provide a framework for the management of climate-related risks. Legislators and regulators have begun to mandate, or are considering mandating,

disclosure of additional climate-related information by companies, even as the availability and quality of such information remains limited. We could also be required to change our business and management practices and experience increased expenses resulting from strategic planning, litigation and changes to our technology, operations, products and services, as well as reputational harm as a result of negative public sentiment, regulatory scrutiny and reduced stakeholder confidence, due to our response to climate change and our efforts relating to the Advancing Climate Solutions pillar of our ESG strategy. Our risk management framework may not be effective in identifying, measuring and controlling our exposure to climate-related risks, particularly given that the timing, nature and severity of the impacts of climate change may not be predictable.

Market, Funding & Liquidity, Credit Liquidity and Market Model Risks

Our risk management policies and procedures, including our use of models to manage risk, may not be effective.

Our risk management framework seeks to identify and mitigate risk and appropriately balance risk and return. Although we have devoted significant resources to develop our risk management policies and procedures and expect to continue to do so in the future, these policies and procedures, as well as our risk management techniques, such as our hedging strategies, may not be fully effective. There may also be risks that exist, or develop in the future, that we have not appropriately identified or mitigated. As regulations, technology and competition continue to evolve, our risk management framework may not always keep sufficient pace with those changes. If our risk management framework does not effectively identify or mitigate our risks, we could suffer unexpected losses and could be materially adversely affected.

Management of our risks in some cases depends upon the use of analytical and/or forecasting models. Although we have a governance framework for model development and independent model validation, the modeling methodology or key assumptions could be erroneous or the models could be misused. In addition, issues with the quality or effectiveness of our data aggregation and validation procedures, as well as the quality and integrity of data inputs, could result in ineffective or inaccurate model outputs and reports. For example, models based on historical data sets might not be accurate predictors of future outcomes, such as because of changes in the credit profile of our Card Members, and they may not be able to predict future outcomes. Our models also may not be able to function properly in the current geopolitical and macroeconomic environment given the lack of recent precedent. The CECL methodology requires measurement of expected credit losses for the estimated life of certain financial instruments, not only based on historical experience and current conditions, but also by including forecasts incorporating forward-looking information. If our business decisions or estimates for credit losses are based on incorrect or misused models and assumptions or we fail to manage data inputs effectively and to aggregate or analyze data in an accurate and timely manner, our results of operations and financial condition may be materially adversely affected.

We are exposed to credit risk and trends that affect Card Member spending and the ability of customers and partners to pay us, which could have a material adverse effect on our results of operations and financial condition.

We are exposed to both individual credit risk, principally from consumer and small business Card Member loans and receivables, and institutional credit risk, principally from corporate Card Member loans and receivables, merchants, network partners, loyalty coalition partners and treasury and investment counterparties. Third parties may default on their obligations to us due to bankruptcy, lack of liquidity, operational failure or other reasons. General economic factors, such as gross domestic product, unemployment, inflation and interest rates, may result in greater delinquencies that lead to greater credit losses. A customer's ability and willingness to repay us can be negatively impacted not only by economic, market, political and social conditions but also by a customer's other payment obligations, and increasing leverage can result in a higher risk that customers will default or become delinquent in their obligations to us.

We rely principally on the customer's creditworthiness for repayment of loans or receivables and therefore often have no other recourse for collection. Our ability to assess creditworthiness may be impaired as a result of changes in our underwriting practices or if the criteria or models we use to manage our credit risk prove inaccurate in predicting future losses, which could have a negative impact on our results of operations. This may be exacerbated to the extent information we have historically relied upon to make credit decisions does not accurately portray a customer's customer's creditworthiness, including as a result of the current high rates of inflation and economic slowdown. Further, our pricing strategies, particularly for new lending features and non-card lending products, may not offset the negative impact on profitability caused by increases in delinquencies and losses; thus any material increases in delinquencies and losses beyond our current estimates could have a material adverse impact on us. Although we make estimates to provide for credit losses in our outstanding portfolio of loans and receivables, these estimates may not be accurate. In addition, the information we use in managing our credit risk may be inaccurate or incomplete.

We have experienced higher delinquency and write-off rates for the year ended December 31, 2022 December 31, 2023, as compared to the year ended December 31, 2021 December 31, 2022, and such rates are expected to continue to increase. Rising delinquencies and rising rates of bankruptcy are often precursors of future write-offs and may require us to increase our reserve for credit losses. Higher write-off rates and the resulting increase in our reserves for credit losses adversely affect our profitability and the performance of our securitizations, and may increase our cost of funds.

Although we regularly review our credit exposure to specific clients and counterparties and to specific industries, countries and regions that we believe may present credit concerns, default risk may arise from events or circumstances that are difficult to foresee or detect, such as fraud. In addition, our ability to manage credit risk or collect amounts owed to us may be adversely affected by legal or regulatory changes (such as restrictions on collections or changes in bankruptcy laws, minimum payment regulations and re-age guidance). Increased credit risk, whether resulting from underestimating the credit losses inherent in our

portfolio of loans and receivables, deteriorating economic conditions (particularly in the United States where, for example, U.S. Card Members were responsible for approximately 87 percent of our total Card Member loans outstanding as of December 31, 2022 December 31, 2023), increases in the level of loan balances, changes in our mix of business or otherwise, could require us to increase our provisions for losses and could have a material adverse effect on our results of operations and financial condition.

Interest rate changes could materially adversely affect our earnings.

Our interest expense was approximately $2.8 billion $6.8 billion for the year ended December 31, 2022 December 31, 2023. If the rate of interest we pay on our borrowings increases more or decreases less than the rate of interest we earn on our loans, our net interest yield, and consequently our net interest income, could decrease. As of December 31, 2022, a hypothetical immediate 100 basis point increase in market interest rates would have a detrimental impact on our annual net interest income of approximately $141 million. We expect the rates we pay on our deposits will change as benchmark interest rates change. For example, the Federal Reserve and other central banks have recently raised interest rates in response to heightened inflationary pressures. In addition, interest rate changes may affect customer behavior, such as impacting the loan balances Card Members carry on their credit cards or their ability to make payments as higher interest rates lead to higher payment requirements, further impacting our results of operations. For a further discussion of our interest rate risk, see “Risk Management — Market Risk Management Process” under “MD&A.”

We are subject to capital adequacy and liquidity rules, and if we fail to meet these rules, our business would be materially adversely affected.

Failure to meet current or future capital or liquidity requirements could compromise our competitive position and could result in restrictions imposed by the Federal Reserve, or the OCC with respect to AENB, including limiting our ability to pay dividends, repurchase our capital stock, invest in our business, expand our business or engage in acquisitions. Some elements of the capital and liquidity regimes are not yet final and certain developments could significantly impact the requirements applicable to financial institutions. For example, if the capital rule proposal by the U.S. federal bank regulatory agencies is adopted as proposed, it would result in significantly higher regulatory capital requirements for us, as discussed in “Supervision and Regulation — Capital and Liquidity Regulation” under “Business”. The U.S. federal bank regulatory agencies have also issued a proposed rule that would require us and AENB to issue and/or maintain minimum amounts of eligible long-term debt with specific terms. In addition, it may be necessary for us to hold additional capital because of an increase in the SCB requirement based on results from a supervisory stress test.

Compliance with capital adequacy and liquidity rules requires a material investment of resources. An inability to meet regulatory expectations regarding our compliance with applicable capital adequacy and liquidity rules may also negatively impact the assessment of us and AENB by federal banking regulators. Additionally, changes in our regulatory tailoring category, such as becoming a Category III or Category II firm, would subject us to more stringent capital and liquidity requirements.

For more information on capital adequacy requirements, see “Supervision and Regulation — Capital and Liquidity Regulation” under “Business.”

We are subject to restrictions that limit our ability to pay dividends and repurchase our capital stock. Our subsidiaries are also subject to restrictions that limit their ability to pay dividends to us, which may adversely affect our liquidity.

We are limited in our ability to pay dividends and repurchase capital stock by our regulators, who have broad authority to prohibit any action that would be considered an unsafe or unsound banking practice. We are subject to a requirement to submit capital plans to the Federal Reserve for review that include, among other things, projected dividend payments and repurchases of capital stock. As part of the capital planning and stress testing process, our proposed capital actions are assessed against our ability to satisfy applicable capital requirements in the event of a stressed market environment. If we fail to satisfy applicable capital requirements, including the stress capital buffer, our ability to undertake capital actions may be restricted.

Our ability to declare or pay dividends on, or to purchase, redeem or otherwise acquire, shares of our common stock will be prohibited, subject to certain exceptions, in the event that we do not declare and pay in full dividends for the last preceding dividend period of our preferred stock.

We rely on dividends from our subsidiaries for liquidity, and such dividends may be limited by law, regulation or supervisory policy. For example, AENB is subject to various statutory and regulatory limitations on its declaration and payment of dividends. These limitations may hinder our ability to access funds we may need to make payments on our obligations, make dividend payments or otherwise achieve strategic objectives.

Any future reduction or elimination of our common stock dividend or share repurchase program could adversely affect the market price of our common stock and market perceptions of American Express. For more information on bank holding company and depository institution dividend restrictions, see “Supervision and Regulation — Stress Testing and Capital Planning” and “— Dividends and Other Capital Distributions” under “Business,” as well as “Consolidated Capital Resources and Liquidity — Dividends and Share Repurchases” under “MD&A” and Note 22 to the “Consolidated Financial Statements.”

Adverse market conditions may significantly affect our access to, and cost of, capital and ability to meet liquidity needs.

Our ability to obtain financing in the debt capital markets for unsecured term debt and asset securitizations is dependent on financial market conditions. Disruptions, uncertainty or volatility across the financial markets, as well as adverse developments affecting our competitors and the financial industry generally, could negatively impact market liquidity and limit our access to funding required to operate our business. Such market conditions may also limit our ability to replace, in a timely manner,

maturing liabilities, satisfy regulatory capital requirements and access the funding necessary to grow our business. In some circumstances, we may incur an unattractive cost to raise capital, which could decrease profitability and significantly reduce financial flexibility. Additional factors affecting the extent to which we may securitize loans and receivables in the future include the overall credit quality of our loans and receivables, the costs of securitizing our loans and receivables, the demand for credit card asset-backed securities and the legal, regulatory, accounting or tax rules affecting securitization transactions and asset-backed securities, generally. Our liquidity and cost of funds would also be adversely affected by the occurrence of events that could result in the early amortization of our existing securitization transactions. For a further discussion of our liquidity and funding needs, see “Consolidated Capital Resources and Liquidity” under “MD&A.”

Any reduction in our credit ratings could increase the cost of our funding from, and restrict our access to, the capital markets and have a material adverse effect on our results of operations and financial condition.

Ratings of our long-term and short-term debt and deposits are based on a number of factors, including financial strength, as well as factors not within our control, including conditions affecting the financial services industry, and the macroeconomic environment. Our ratings could be downgraded at any time and without any notice by any of the rating agencies, which could, among other things, adversely limit our access to the capital markets and adversely affect the cost and other terms upon which we are able to obtain funding. Our ability to raise funding through the securitization market also depends, in part, on the credit ratings of the securities we issue from our securitization trusts. If we are not able to satisfy rating agency requirements to confirm the ratings of our asset-backed securities, it could limit our ability to access the securitization markets.

Adverse currency fluctuations and foreign exchange controls could decrease earnings we receive from our international operations and impact our capital.

During 2022, 2023, approximately 22 percent of our total revenues net of interest expense were generated from activities outside the United States. We are exposed to foreign exchange risk from our international operations, and accordingly the revenue we generate outside the United States is subject to unpredictable fluctuations if the values of other currencies change relative to the U.S. dollar, which could have a material adverse effect on our results of operations.

Foreign exchange regulations or capital controls might restrict or prohibit the conversion of other currencies into U.S. dollars or our ability to transfer them. Political and economic conditions in other countries could also cause fluctuations in the values of their currencies, such as the devaluation of the Argentinian peso, and impact the availability of foreign exchange for the payment to us by the local card issuer for obligations arising out of local Card Members’ spending outside

such country and for the payment by Card Members who are billed in a currency other than their local currency. Substantial and sudden devaluation of local Card Members’ currency can also affect their ability to make payments to the local issuer of the card in connection with spending outside the local country. The occurrence of any of these circumstances could further impact our results of operations.

An inability to accept or maintain deposits due to market demand or regulatory constraints could materially adversely affect our liquidity position and our ability to fund our business.

Our U.S. bank subsidiary, AENB, accepts deposits and uses the proceeds as a source of funding, with our direct retail deposits becoming a larger proportion of our funding over time. We continue to face strong competition with regard to deposits, and pricing and product changes may adversely affect our ability to attract and retain cost-effective deposit balances. To the extent we offer higher interest rates to attract or maintain deposits, our funding costs will be adversely impacted. Additionally, a decrease in confidence in the soundness of us or in the banking sector more broadly, such as following the occurrence of bank failures, or in the level of insurance available on deposits may cause rapid deposit withdrawals or an unwillingness to maintain deposits with us, which could materially adversely affect us and our ability to fund our business. The use of social media and similar channels has the potential to intensify and accelerate such a decrease in confidence in soundness.

Our ability to obtain deposit funding and offer competitive interest rates on deposits is also dependent on AENB’s capital levels. The FDIA’s brokered deposit provisions and related FDIC rules in certain circumstances prohibit banks from accepting or renewing brokered deposits and apply other restrictions, such as a cap on interest rates that can be paid. Additionally, our regulators can adjust applicable capital requirements at any time and have authority to place limitations on our deposit businesses. An inability to attract or maintain deposits in the future could materially adversely affect our ability to fund our business.

The value of our investments may be adversely impacted by economic, political or market conditions.

Market risk includes the loss in value of portfolios and financial instruments due to adverse changes in market variables, which could negatively impact our financial condition. We have experienced realized and unrealized losses in our Amex Ventures equity investments and may experience further losses in the future. As of December 31, 2022 December 31, 2023, we held approximately $4.6 billion $2.2 billion of investment securities, primarily consisting of debt securities, and equity investments, including certain equity method investments, totaling approximately $2.0 billion. Negative market conditions, changes in valuations or increases in default rates or bankruptcies with respect to these investments, due to economic conditions, business performance or otherwise, could have a material adverse impact on the value of our investments, potentially resulting in impairment charges. Defaults, threats of defaults or economic disruptions, even in countries or territories in which we do not have material investment exposure, conduct business or have operations, could adversely affect us.

ITEM 1B. UNRESOLVED STAFF COMMENTS

Not applicable.

ITEM 1C.CYBERSECURITY

We maintain an information security and cybersecurity program and a cybersecurity governance framework that are designed to protect our information systems against operational risks related to cybersecurity.

Cybersecurity Risk Management and Strategy

We define information security and cybersecurity risk as the risk that the confidentiality, integrity or availability of our information and information systems are impacted by unauthorized or unintended access, use, disclosure, disruption, modification or destruction. Information security and cybersecurity risk is an operational risk that is measured and managed as part of our operational risk framework. Operational risk is incorporated into our comprehensive Enterprise Risk Management (ERM) program, which we use to identify, aggregate, monitor, report and manage risks. For more information on our ERM program, see "Risk Management" under "MD&A."

Our Technology Risk and Information Security (TRIS) program, which is our enterprise information security and cybersecurity program incorporated in our ERM program and led by our Chief Information Security Officer (CISO), is designed to (i) ensure the security, confidentiality, integrity and availability of our information and information systems; (ii) protect against any anticipated threats or hazards to the security, confidentiality, integrity or availability of such information and information systems; and (iii) protect against unauthorized access to or use of such information or information systems that could result in substantial harm or inconvenience to us, our colleagues or our customers. The TRIS program is built upon a foundation of advanced security technology, employs a highly trained team of experts and is designed to operate in alignment with global regulatory requirements. The program deploys multiple layers of controls, including embedding security into our technology investments, designed to identify, protect, detect, respond to and recover from information security and cybersecurity incidents. Those controls are measured and monitored by a combination of subject matter experts and a security operations center with integrated cyber detection, response and recovery capabilities. The TRIS program includes our Enterprise Incident Response Program, which manages information security incidents involving compromises of sensitive information, and our Cyber Crisis Response Plan, which provides a documented framework for handling high-severity security incidents and facilitates coordination across multiple parts of the Company to manage response efforts. We also routinely perform simulations and drills at both a technical and management level, and our colleagues receive annual cybersecurity awareness training.

In addition, we incorporate reviews by our Internal Audit Group and external expertise in our TRIS program, including an independent third-party assessment of our cybersecurity measures and controls and a third-party cyber maturity assessment of our TRIS program against the Cyber Risk Institute Profile standards for the financial sector. We also invest in threat intelligence, collaborate with our peers in areas of threat intelligence, vulnerability management, incident response and drills, and are active participants in industry and government forums.

Cybersecurity risks related to third parties are managed as part of our Third Party Management Policy, which sets forth the procurement, risk management and contracting framework for managing third-party relationships commensurate with their risk and complexity. Our Third Party Lifecycle Management (TLM) program sets guidelines for identifying, measuring, monitoring, and reporting the risks associated with third parties through the life cycle of the relationships, which includes planning, due diligence and third-party selection, contracting, ongoing monitoring and termination. Our TLM program includes the identification of third parties with risks related to information security. Third parties that access, process, collect, share, create, store, transmit or destroy our information or have access to our systems may have additional security requirements depending on the levels of risk, such as enhanced risk assessments and monitoring, and additional contractual controls.

While we do not believe that our business strategy, results of operations or financial condition have been materially adversely affected by any cybersecurity incidents, cybersecurity threats are pervasive and, similar to other global financial institutions, we, as well as our customers, colleagues, regulators, service providers and other third parties, have experienced a significant increase in information security and cybersecurity risk in recent years and will likely continue to be the target of cyber attacks. We continue to assess the risks and changes in the cyber environment, invest in enhancements to our cybersecurity capabilities, and engage in industry and government forums to promote advancements in our cybersecurity capabilities, as well as the broader financial services cybersecurity ecosystem. For more information on risks to us from cybersecurity threats, see "*A major information or cybersecurity incident or an increase in fraudulent activity could lead to reputational damage to our brand and material legal, regulatory and financial exposure, and could reduce the use and acceptance of our products and services*." under "Risk Factors."

Cybersecurity Governance

Under our cybersecurity governance framework, our Board and our Risk Committee are primarily responsible for overseeing and governing the development, implementation and maintenance of our TRIS program, with the Board designating our Risk Committee to provide oversight and governance of technology and cybersecurity risks. Our Board receives an update on cybersecurity at least once a year from our CISO or their designee. Our Risk Committee receives reports on cybersecurity at least twice a year, including in at least one joint meeting with our Audit and Compliance Committee, and our Board and these committees all receive ad hoc updates as needed. In addition, our Risk Committee annually approves our TRIS program.

We have multiple internal management committees that are responsible for the oversight of cybersecurity risk. Our Operational Risk Management Committee (ORMC), chaired by our Chief Operational Risk Officer, provides oversight and governance for our information security risk management activities, including those related to cybersecurity. This includes efforts to identify, measure, manage, monitor and report information security risks associated with our information and information systems and potential impacts to the American Express brand. The ORMC escalates risks to our Enterprise Risk Management Committee (ERMC), chaired by our Chief Risk Officer, or our Board based on the escalation criteria provided in our enterprise-wide risk appetite framework. Members of management with cybersecurity oversight responsibilities are informed about cybersecurity risks and incidents through a number of channels, including periodic and annual reports, with the annual report also provided to our Risk Committee, the ORMC and ERMC.

Our CISO leads the strategy, engineering and operations of cybersecurity across the Company and is responsible for providing annual updates to our Board, the ERMC and the ORMC on our TRIS program, as well as ad hoc updates on information security and cybersecurity matters. Our current CISO has held a series of roles in telecommunications, networking and information security at American Express, including promotion to the CISO role in 2013 and the addition of responsibility for technology risk management in 2023. Prior to joining American Express, our current CISO served in a variety of technology leadership roles at a public pharmaceutical and biotechnology company for 14 years. Our CISO reports to the Chief Information Officer, information about whom is included in “Information About Our Executive Officers” under “Business.”

For more information on our risk governance structure, see “Risk Management — Governance” and “Risk Management —Operational Risk Management Process” under “MD&A.”

ITEM 2. PROPERTIES

Our principal executive offices are in a 2.2 million square foot building located in lower Manhattan on land leased from the Battery Park City Authority for a term expiring in 2069. We have an approximately 49 percent ownership interest in the building and an affiliate of Brookfield Financial Properties owns the remaining approximately 51 percent interest in the building. We also lease space in the building from Brookfield’s affiliate.

Other owned or leased principal locations include American Express offices in Phoenix, Arizona, Sunrise, Florida, Gurgaon and Bangalore, India, Manila, Philippines, Brighton, England, Manila, Philippines, Tokyo, Japan, Kuala Lumpur, Malaysia, Rome, Italy and Sydney, Australia; the American Express data centers in Phoenix, Arizona and Greensboro, North Carolina; the headquarters for AENB in Sandy, Utah; the headquarters for American Express Services Europe Limited in London, England; the headquarters for American Express Europe, S.A. in Madrid, Spain; the headquarters for Amex Bank of Canada and Amex Canada Inc. in Toronto, Ontario, Canada; and the headquarters for American Express Bank (Mexico) S.A. Institucion de Banca Multiple and American Express Company (Mexico) S.A. de C.V. in Mexico City, Mexico. We also lease and operate multiple travel lounges as a benefit for our Card Members, including in major U.S. and global hub airports.

ITEM 3. LEGAL PROCEEDINGS

Refer to Note 12 to our the “Consolidated Financial Statements,” which is incorporated herein by reference.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

PART II

ITEM 5. MARKET FOR REGISTRANT’S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

(a) Our common stock trades principally on The New York Stock Exchange under the trading symbol AXP. As of December 31, 2022 December 31, 2023, we had 18,060 17,300 common shareholders of record. You can find dividend information concerning our common stock in our the Consolidated Statements of Shareholders' Shareholders’ Equity in our the “Consolidated Financial Statements.” For information on dividend restrictions, see “Dividends “Supervision and Regulation — Dividends and Other Capital Distributions” under “Supervision and Regulation” “Business” and Note 22 to our the “Consolidated Financial Statements.” You can find information on securities authorized for issuance under our equity compensation plans under the caption “Executive Compensation — Equity Compensation Plans” to be contained in our definitive 2023 2024 proxy statement for our Annual Meeting of Shareholders, which is scheduled to be held on May 2, 2023 May 6, 2024. The information to be found under such caption is incorporated herein by reference. Our definitive 2023 2024 proxy statement for our Annual Meeting of Shareholders is expected to be filed with the SEC in March 2023 2024 (and, in any event, not later than 120 days after the close of our most recently completed fiscal year).

Stock Performance Graph

The information contained in this Stock Performance Graph section shall not be deemed to be “soliciting material” or “filed” or incorporated by reference in future filings with the SEC, or subject to the liabilities of Section 18 of the Exchange Act, except to the extent that we specifically incorporate it by reference into a document filed under the Securities Act or the Exchange Act.

The following graph compares the cumulative total shareholder return on our common shares with the total return on the S&P 500 Index and the S&P Financial Index for the last five years. It shows the growth of a $100 investment on December 31, 2017 December 31, 2018, including the reinvestment of all dividends.

Item 5 Table.jpg

Year-end Data	Year-end Data	2017	2018	2019	2020	2021	2022	Year-end Data	2018	2019	2020	2021	2022	2023
American Express	American Express	$100.00	$97.37	$129.04	$127.55	$174.60	$159.71							
S&P 500 Index	S&P 500 Index	$100.00	$95.61	$125.70	$148.81	$191.48	$156.77							
S&P Financial Index	S&P Financial Index	$100.00	$86.96	$114.87	$112.85	$152.20	$136.11							

(b) Not applicable.

(c) Issuer Purchases of Securities

The table below sets forth the information with respect to purchases of our common stock made by or on behalf of us during the quarter three months ended December 31, 2022 December 31, 2023.

	Total Number of Shares Purchased	Average Price Paid Per Share	Total
October 1-31, 2022 2023			
Repurchase program(a)			
Employee transactions(b)			
November 1-30, 2022 2023			
Repurchase program(a)			3,2
Employee transactions(b)			
December 1-31, 2022 2023			
Repurchase program(a)			
Employee transactions(b)			
Total			
Repurchase program(a)			4,1
Employee transactions(b)			

(a) On September 23, 2019 March 8, 2023, the Board of Directors authorized the repurchase of up to 120 million common shares from time to time, subject to market conditions and in accordance with Consolidated "Consolidated Capital Resources and Liquidity" under "MD&A" for additional information regarding share repurchases.

(b) Includes: (i) shares surrendered by holders of employee stock options who exercised options (granted under our incentive compensation plans) in satisfaction of the exercise price and/or tax withhol withholding obligations that occur upon vesting and release of restricted shares. Our incentive compensation plans provide that the value of the shares delivered or attested to, or withheld, be based

(c) The average price paid per share does not reflect costs and taxes associated with the purchase of shares.

(d) Share purchases under publicly announced programs are made pursuant to open market purchases, 10b5-1 plans intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) under the repurchase programs or any combination of such methods as market conditions warrant and at prices we deem appropriate.

ITEM 6. [RESERVED]

ITEM 7. MANAGEMENT’S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OP

EXECUTIVE OVERVIEW

BUSINESS INTRODUCTION

We are a globally integrated payments company with four reportable operating segments: U.S. Consumer Services (USCS), Commercial Services (CS), Internatic businesses and operations are included in Corporate & Other.

Our range of products and services includes:

- Credit card, charge card, banking and other payment and financing products
- Merchant acquisition and processing, servicing and settlement, and point-of-sale marketing and information products and services for merchants
- Network services
- Other fee services, including fraud prevention services and the design and operation of customer loyalty programs
- Expense management products and services
- Travel and lifestyle services

Our various products and services are offered globally to diverse customer groups, including consumers, small businesses, mid-sized companies and large corpo affiliate marketing, customer referral programs, third-party service providers and business partners, direct mail, telephone, in-house sales teams and direct respor

The following types of revenue are generated from our various products and services:

- Discount revenue, our largest revenue source, represents the amount we earn and retain from the merchant payable for facilitating transactions between Car our cards as payment, or merchant discount, varies with, among other factors, the industry in which the merchant conducts business, the merchant’s overall A of submission of transactions and, in certain instances, the geographic scope for the card acceptance agreement between the merchant and us (e.g., local or merchant discount, and additional fees may be charged such as a variable fee for “non-swiped” card transactions or for transactions using cards issued outsic
- Interest income, principally represents interest earned on outstanding loan balances;
- Net card fees, represent revenue earned from annual card membership fees, which vary based on the type of card and the number of cards for each account
- Service fees and other revenue, primarily represent service fees earned from merchants and other customers, travel commissions and fees, Card Member de we have significant influence; and
- Processed revenue, primarily represents revenues related to network partnership agreements, comprising royalties, fees and amounts earned for facilitating t

Refer to the “Glossary of Selected Terminology” below for the definitions of certain key terms and related information appearing within this Form 10-K.

NON-GAAP MEASURES

We prepare our Consolidated Financial Statements in accordance with accounting principles generally accepted in the United States of America (GAAP). Howeve financial measures may differ from the calculations of similarly titled measures by other companies.

TABLE 1: SUMMARY OF FINANCIAL PERFORMANCE

Years Ended December 31, *(Millions, except percentages, per share amounts and where indicated)*	Years Ended December 31, *(Millions, except percentages, per share amounts and where indicated)*	**2022**	2021	2020	Change 2022 vs. 2021	Change 2021 vs. 2020	Years Ended December 31, *(Millions, except percentages, per share amounts and where indicated)*
Selected Income Statement Data	**Selected Income Statement Data**						

Total revenues net of interest expense	Total revenues net of interest expense	**$ 52,862**	$ 42,380	$ 36,087	$ 10,482	25 %	$ 6,293	17 %
Total revenues net of interest expense								
Total revenues net of interest expense								$
Provisions for credit losses	Provisions for credit losses	**2,182**	(1,419)	4,730	3,601	#	(6,149)	#
Provisions for credit losses								
Expenses		**41,095**	33,110	27,061	7,985	24	6,049	22
Total expenses								
Pretax income	Pretax income	**9,585**	10,689	4,296	(1,104)	(10)	6,393	#
Income tax provision	Income tax provision	**2,071**	2,629	1,161	(558)	(21)	1,468	#
Net income	Net income	**7,514**	8,060	3,135	(546)	(7)	4,925	#
Earnings per common share — diluted (a)	Earnings per common share — diluted (a)	**$ 9.85**	$ 10.02	$ 3.77	$ (0.17)	(2)%	$ 6.25	# %
Earnings per common share — diluted (a)								$
Common Share Statistics (b)								
Cash dividends declared per common share		**$ 2.08**	$ 1.72	$ 1.72	$ 0.36	21 %	$ —	— %
Average common shares outstanding:								
Basic		**751**	789	805	(38)	(5)%	(16)	(2)%
Diluted		**752**	790	806	(38)	(5)%	(16)	(2)%
Selected Metrics and Ratios								
Network volumes *(Billions)*		**$ 1,552.8**	$ 1,284.2	$ 1,037.8	$ 269	21 %	$ 246	24 %
Return on average equity (c)		**32.3 %**	33.7 %	14.2 %				
Net interest income divided by average Card Member loans		**10.4 %**	10.2 %	10.7 %				
Net interest yield on average Card Member loans (d)		**10.6 %**	10.7 %	11.5 %				
Effective tax rate		**21.6 %**	24.6 %	27.0 %				
Common Equity Tier 1		**10.3 %**	10.5 %	13.5 %				
Selected Balance Sheet Data	**Selected Balance Sheet Data**							
Selected Balance Sheet Data								
Selected Balance Sheet Data								
Cash and cash equivalents								
Cash and cash equivalents								

Cash and cash equivalents	Cash and cash equivalents	$ **33,914**	$ 22,028	$ 32,965	$ 11,886	54 %	$ (10,937)	(33)%		$ **46,596**
Card Member receivables	Card Member receivables	**57,613**	53,645	43,701	3,968	7	9,944	23		
Card Member loans	Card Member loans	**107,964**	88,562	73,373	19,402	22	15,189	21		
Customer deposits	Customer deposits	**110,239**	84,382	86,875	25,857	31	(2,493)	(3)		
Long-term debt	Long-term debt	$ **42,573**	$ 38,675	$ 42,952	$ 3,898	10 %	$ (4,277)	(10)%	Long-term debt	**$**
Common Share Statistics (b)										
Common Share Statistics (b)										
Common Share Statistics (b)										
Cash dividends declared per common share										
Cash dividends declared per common share										
Cash dividends declared per common share										**$**
Average common shares outstanding:										
Basic										
Basic										
Basic										
Diluted									Diluted	
Selected Metrics and Ratios										
Selected Metrics and Ratios										
Selected Metrics and Ratios										
Network volumes *(Billions)*										
Network volumes *(Billions)*										
Network volumes *(Billions)*										**$**
Billed business *(Billions)*									Billed business *(Billions)*	**$**
Card Member loans and receivables										
Net write-off rate — principal, interest and fees (c)										
Net write-off rate — principal, interest and fees (c)										

Net write-off rate — principal, interest and fees (c)
Net write-off rate — principal only - consumer and small business (c)(d)
Net write-off rate — principal only - consumer and small business (c)(d)
Net write-off rate — principal only - consumer and small business (c)(d)
30+ days past due as a % of total - consumer and small business (e)
30+ days past due as a % of total - consumer and small business (e)
30+ days past due as a % of total - consumer and small business (e)
Effective tax rate
Effective tax rate
Effective tax rate
Return on average equity (f)
Return on average equity (f)
Return on average equity (f)
Common Equity Tier 1
Common Equity Tier 1
Common Equity Tier 1

# Denotes a variance of 100 percent or more

# Denotes a variance of 100 percent or more

# Denotes a variance of 100 percent or more

(a) Represents net income, less (i) earnings allocated to participating share awards of $57 million $64 million, $56 million $57 million and $20 million $56 million for the years ended December 31, 2022
million $71 million for the years ended December 31, 2022 December 31, 2023, 2021 2022 and 2020, 2021, respectively, and (iii) equity-related adjustments of $16 million related to the redemption o
preferred shares and earnings per common share (EPS), respectively.

(b) Our common stock trades principally on The New York Stock Exchange under the trading symbol AXP.

(c) We present a net write-off rate based on principal losses only (i.e., excluding interest and/or fees) to be consistent with industry convention. In addition, as our practice is to include uncollectible inte

(d) A net write-off rate based on principal losses only is not available for corporate receivables due to system constraints.

(e) For corporate receivables, delinquency data is tracked based on days past billing status rather than days past due. Refer to Table 12 for 90+ days past billing metrics for corporate receivables.

(f) Return on average equity (ROE) is calculated by dividing (i) net income for the period by (ii) average shareholders' shareholders' equity for the period.

(d) Net interest yield on average Card Member loans reflects adjusted net interest income divided by average Card Member loans, computed on an annualized basis. Adjusted net interest income and r
Card Member loans.

41 43

BUSINESS ENVIRONMENT

Our results for the year demonstrate that reflect the engagement and loyalty of our customers, the success of the investments we have made to refresh and expa
our growth strategy, is working along with the strength of our premium customer base and our differentiated business is in an even stronger position today than be

Our investments in product innovation, technology, people and our brand has led to increased generational relevance model, drove net income of $8.4 billion, or $ customers and expanded merchant acceptance.

For 2022, we reported net income of $7.5 billion, or $9.85 per share, compared with net income of $8.1 billion, or $10.02 per share, a year ago. The reduction in n year compared with sizeable credit reserve releases and significant net gains in our Amex Ventures strategic investment portfolio in the prior year.

Worldwide network volumes for the year increased 21 percent compared to the prior year (24 percent on an FX-adjusted basis[1]). Billed business, which represent year-over-year (25 year-over-year. Billed business growth was particularly strong in the first quarter, in part reflecting the negative impacts of the Omicron variant i percent year-over-year. T&E spend grew by 19 percent on an FX-adjusted a full-year basis,[1]), demonstrating reflecting ongoing demand from our continued ability growth slowed sequentially in the fourth quarter. USCS billed business grew by 24 10 percent year-over-year, reflecting continued strength in spending trends with billed business in our Commercial Services segment grew by 21 17 percent year-over-year, driven by continued growth in spend across all regions and customer modest growth from U.S. small SME Card Members and mid-sized enterprise customers, as well as continued steady recovery in spending by our decelerating gr on an FX-adjusted basis[1]), driven by a strong recovery in spend across both consumer and commercial customers. T&E spending momentum remained strong th the large pandemic recovery growth rates experienced earlier in the year. Inflation was a modest contributor to our strong billed business growth, while the contin negative impact on our international billings.

Total revenues net of interest expense increased 25 14 percent year-over-year, (27 percent on an FX-adjusted basis[1]), reflecting strong growth in all our revenue l percent year-over-year, driven primarily by the momentum in our Card Member spending volumes throughout 2022. line. Net card fees increased 17 20 percent ye and Card Member retention, remained high, demonstrating the impact as well as our cycle of investments we have made in our premium value propositions. produ related revenues. Net interest income increased 28 33 percent versus the prior year, primarily driven by reflecting growth in Card Member loans. While our revolvir full year, rising rates did have a modest negative impact on net interest income towards the end of the year.

Card Member loans increased 22 percent year-over-year, with the majority of growth coming from existing Card Members and was driven by ongoing strong grow versus the steep phase of recovery. prior year.

Total loans and Card Member receivables increased 13 percent year-over-year, as our Card Members continue to spend and rebuild balances. Provisions for cred reflecting a reserve build of $617 million compared with a reserve release of $2.5 billion the growth in the prior year, total loans and are expected to increase in 20 year, these metrics remain strong, remained best-in-class, supported by the our premium nature of our global customer base, our strong focus on risk managemen

[1] The foreign currency adjusted information assumes a constant exchange rate between the periods being compared for purposes of currency translation into U.S. dollars (i.e., assumes the foreign excha FX-adjusted revenues is a non GAAP measure. We believe the presentation of information on a foreign currency adjusted basis is helpful to investors by making it easier to compare our performance in c

disciplined growth strategy.

Card Member rewards, Card Member services and Business development expenses are generally correlated to volumes or are variable based on usage and incr travel-related benefits. Card Member rewards Marketing expense growth was also driven by a larger proportion of billed business in categories that earn incremen momentum and accelerate new card acquisitions. Operating expenses increased 24 decreased 4 percent year-over-year, primarily driven by net losses in the cur levels of spend on customer acquisition. Operating expenses increased 8 percent year-over-year, primarily driven by higher compensation expense and technolog made. growth. We remain focused on driving marketing and operating expense efficiencies, while continuing to invest increase investments in our growth strategy.

During the year, we returned $4.9 billion of maintained our capital to ratios within our shareholders through common share repurchases and dividend payments, w and returned $5.3 billion of capital to our shareholders in the form of share repurchases and common stock dividends. We plan to continue to return to shareholde sheet growth. We also expect to increase the regular quarterly dividend on common shares outstanding by 15 17 percent beginning with the first quarter 2023 202 strong balance sheet.

On January 16, 2024, we announced that we signed an agreement to sell fraud prevention solutions provider Accertify Inc., a wholly owned subsidiary we acquire conditions and is expected to close in the second quarter of 2024. Upon closing, we expect to recognize a sizeable pre-tax gain, which will be recorded as a redu

Our performance continues to give us confidence in our business model and our strategy, and while we recognize the uncertainty of the geopolitical and macroec profitable long-term growth.

See “Supervision and Regulation” in under “Business” for information on legislative and regulatory changes that could have a material adverse effect on our result for information on potential impacts of economic, macroeconomic, geopolitical and competitive conditions and certain litigation and regulatory matters on our busi

CONSOLIDATED RESULTS OF OPERATIONS

The discussions in the "Consolidated Results of Operations" and "Business Segment Results of Operations" provide commentary on the variances for the year en presented in the accompanying tables. For a discussion of the financial condition and results of operations for 2021 2022 compared to 2020, 2021, please refer to in our Annual Report on Form 10-K for the year ended December 31, 2021 December 31, 2022, filed with the SEC on February 11, 2022 February 10, 2023.

Beginning in the first quarter of 2022, we made reporting presentation changes to our Consolidated Statements of Income to separately present revenues earned Processed revenue. The remaining balances from Other fees and commissions and Other revenue were combined as Service fees and other revenue. We also d Prior period amounts presented herein have been recast to conform to the current period presentation; there was no impact to Total non-interest revenues or Tota

TABLE 2: TOTAL REVENUES NET OF INTEREST EXPENSE SUMMARY

Years Ended December 31, (Millions, except percentages)	Years Ended December 31, (Millions, except percentages)	**2022**	2021	2020	Change 2022 vs. 2021		Change 2021 vs. 2020	
Discount revenue	Discount revenue	**$30,739**	$24,563	$19,435	$ 6,176	25 %	$5,128	26 %
Net card fees	Net card fees	**6,070**	5,195	4,664	875	17	531	11
Service fees and other revenue	Service fees and other revenue	**4,521**	3,316	2,702	1,205	36	614	23
Processed revenue	Processed revenue	**1,637**	1,556	1,301	81	5	255	20
Total non-interest revenues	Total non-interest revenues	**42,967**	34,630	28,102	8,337	24	6,528	23
Total interest income	Total interest income	**12,658**	9,033	10,083	3,625	40	(1,050)	(10)
Total interest expense	Total interest expense	**2,763**	1,283	2,098	1,480	#	(815)	(39)
Net interest income	Net interest income	**9,895**	7,750	7,985	2,145	28	(235)	(3)
Total revenues net of interest expense	**Total revenues net of interest expense**	**$52,862**	$42,380	$36,087	$10,482	25 %	$6,293	17 %

Years Ended December 31, (Millions, except percentages)	**2023**		2022	
Discount revenue	**$ 33,416**	$	$ 30,739	$
Total interest expense	**6,849**	2,763	2,763	
Total revenues net of interest expense	**$ 60,515**	$	$ 52,862	$

# Denotes a variance of 100 percent or more

TOTAL REVENUES NET OF INTEREST EXPENSE

Discount revenue increased, primarily driven by an increase in billed business of 23 9 percent. See Tables 5 and 6 for more details on billed business performance

Net card fees increased, primarily driven by growth in our premium card portfolios. See Table 5 for more details on proprietary cards-in-force and average fee per

Service fees and other revenue increased, primarily driven by foreign exchange related revenues associated with Card Member cross-currency spending higher t offset by a non-cash gain related to an increase in GBTG's total equity book value in the prior year.

Processed revenue increased, primarily driven by an increase in processed network partner volumes, partially offset by a decrease in volumes associated with the details on processed volume performance.

Interest income increased, primarily driven by higher average Card Member interest rates and growth in revolving loan balances and interest rates. balances.

Interest expense increased, primarily driven by higher interest rates paid on deposits and debt outstanding. customer deposits.

44 45

TABLE 3: PROVISIONS FOR CREDIT LOSSES SUMMARY

Years Ended December 31, *(Millions, except percentages)*	Years Ended December 31, *(Millions, except percentages)*	2022	2021	2020	Change 2022 vs. 2021		Change 2021 vs. 2020	
Card Member loans	Card Member loans							
Net write-offs	Net write-offs	**$1,066**	$ 879	$2,170	$ 187	21 %	$(1,291)	(59)%
Reserve build (release) (a)	Reserve build (release) (a)	**448**	(2,034)	1,283	2,482	#	(3,317)	#
Total	Total	**1,514**	(1,155)	3,453	2,669	#	(4,608)	#
Card Member receivables	Card Member receivables							
Net write-offs	Net write-offs	**462**	129	881	333	#	(752)	(85)
Reserve build (release) (a)		**165**	(202)	134	367	#	(336)	#
Total	Total	**627**	(73)	1,015	700	#	(1,088)	#
Other	Other							
Net write-offs — Other loans (b)	Net write-offs — Other loans (b)	**22**	21	111	1	5	(90)	(81)
Net write-offs — Other receivables (c)	Net write-offs — Other receivables (c)	**15**	33	27	(18)	(55)	6	22
Reserve build (release) — Other loans (a)(b)	Reserve build (release) — Other loans (a)(b)	**7**	(185)	66	192	#	(251)	#
Reserve (release) build — Other receivables (a)(c)		**(3)**	(60)	58	57	95	(118)	#

Net write-offs

Net write-offs — Other loans (b)

Net write-offs — Other loans (b)

Years Ended December 31, *(Millions, except percentages)*	2023		2022	
Net write-offs	**$ 2,486**		$ 1,066	
Reserve build (release) (a)	**1,353**	448	448	(2,03
Total	**3,839**	1,514	1,514	(1,15
Net write-offs	**937**		462	
Reserve (release) build (a)	**(57)**		165	
Total	**880**	627	627	(7
Reserve build (release) — Other loans (a)(b)	**67**	7	7	(18

Reserve build (release) — Other receivables (a)(c)														
Total	Total	**41**	(191)	262	232	#	(453)	#	Total	**204**	41		41	(19
Total provisions for credit losses	**Total provisions for credit losses**	**$2,182**	$(1,419)	$4,730	$3,601	# %	$(6,149)	# %	**Total provisions for credit losses**	**$ 4,923**	$	$	2,182	$

# Denotes a variance of 100 percent or more

(a) Refer to the "Glossary of Selected Terminology" below for a definition of reserve build (release).

(b) Relates to Other loans of $5.4 billion $7.1 billion, $2.9 billion $5.4 billion and $2.9 billion less reserves of $59 million $126 million, $52 million $59 million and $238 million $52 million, as of December

(c) Relates to Other receivables included in Other assets on the Consolidated Balance Sheets of $3.1 billion $3.7 billion, $2.7 billion $3.1 billion and $3.0 billion $2.7 billion, less reserves of $22 million $

PROVISIONS FOR CREDIT LOSSES

Card Member loans and receivables provisions provision for credit losses increased, primarily due to higher net write-offs and a higher reserve builds build in the c delinquencies. The reserve build in the prior year was primarily driven by an increase in loans outstanding, higher delinquencies and deterioration in the macroec

Card Member receivables provision for credit losses increased, primarily due to higher net write-offs, partially offset by a reserve release in the current year versus increases in loans and receivables outstanding, higher lower delinquencies, and changes in macroeconomic forecasts, partially offset by the release of COVID-19 prior year were due to improved portfolio quality was primarily driven by higher delinquencies and macroeconomic forecasts, partially offset by increases an increa

Other provisions for credit losses increased, primarily due to higher net write-offs and a net higher reserve build in the current year, versus a reserve release in the outstanding. The reserve build in the prior year was primarily driven by an increase in non-card loans outstanding, partially offset by improved credit performance.

Refer to Note 3 to the "Consolidated Financial Statements" for further information regarding our reserves for credit losses.

45 46

TABLE 4: EXPENSES SUMMARY

Years Ended December 31,	Years Ended December 31,				Change		Change		Years Ended December 31,			
(Millions, except percentages)	*(Millions, except percentages)*	**2022**	2021	2020	2022 vs. 2021		2021 vs. 2020		*(Millions, except percentages)*	**2023**		
Card Member rewards	Card Member rewards	**$14,002**	$11,007	$ 8,041	$2,995	27 %	$2,966	37 %	Card Member rewards	**$ 15,367**	$	$
Business development	Business development	**4,943**	3,762	3,051	1,181	31	711	23				
Card Member services	Card Member services	**2,959**	1,993	1,230	966	48	763	62				
Marketing	Marketing	**5,458**	5,291	3,696	167	3	1,595	43				
Salaries and employee benefits	Salaries and employee benefits	**7,252**	6,240	5,718	1,012	16	522	9				
Other, net	Other, net	**6,481**	4,817	5,325	1,664	35	(508)	(10)				
Total expenses	**Total expenses**	**$41,095**	$33,110	$27,061	$7,985	24 %	$6,049	22 %	**Total expenses**	**$ 45,079**	$	$

EXPENSES

Card Member rewards expense increased, primarily driven by increases in Membership Rewards and cash back rewards expenses, collectively, of $2.0 billion, $6 business. The increase in Membership Rewards expense was also driven by a larger proportion of spend in categories that earn incremental higher levels of rewa categories. expected redemption behaviors associated with certain products.

The Membership Rewards Ultimate Redemption Rate (URR) for current program participants was 96 percent (rounded down) at both December 31, 2022 Decem

Business development expense increased, primarily due to increased partner payments and client incentives, both of which were driven by higher contractual rat

Card Member services expense increased, primarily due to higher usage of travel-related benefits.

Marketing expense increased, decreased, primarily due to business investments to drive growth momentum and accelerate new card reflecting lower levels of spe

Salaries and employee benefits expense increased, primarily driven by higher compensation costs reflecting an increase the continued investment in our colleagu deferred compensation.

Other, net expenses increased, primarily driven by higher technology costs, foreign exchange losses related to the devaluation of the Argentine peso, a reserve a “Supervision and Regulation — Other Banking Regulations” under “Business”, all of which were partially offset by lower net losses on Amex Ventures investments

INCOME TAXES

The effective tax rate was 20.3 percent and 21.6 percent for 2023 and 24.6 percent for 2022, and 2021, respectively. The reduction in the effective tax rate primar current year related to the resolution of prior-year tax items. The tax rates in both years reflected the level of pretax income in relation to recurring permanent tax l

TABLE 5: SELECTED CARD-RELATED STATISTICAL INFORMATION

Years Ended December 31,	Years Ended December 31,	2022	2021	2020	Change 2022 vs. 2021	Change 2021 vs. 2020	Years Ended December 31,	2023
Network volumes *(billions)*	Network volumes *(billions)*	**$ 1,552.8**	$ 1,284.2	$ 1,037.8	21 %	24 %	Network volumes *(billions)*	**$ 1,680.1**
Billed business	Billed business	**$ 1,338.3**	$ 1,089.8	$ 870.7	23	25		
Processed volumes	Processed volumes	**$ 214.5**	$ 194.4	$ 167.1	10	16		
Cards-in-force *(millions)*	Cards-in-force *(millions)*	**133.3**	121.7	112.0	10	9		
Proprietary cards-in-force	Proprietary cards-in-force	**76.7**	71.4	68.9	7	4		
Basic cards-in-force *(millions)*	Basic cards-in-force *(millions)*	**111.5**	100.7	91.3	11	10		
Proprietary basic cards-in-force	Proprietary basic cards-in-force	**59.1**	54.7	52.7	8	4		
Average proprietary basic Card Member spending *(dollars)*	Average proprietary basic Card Member spending *(dollars)*	**$ 23,496**	$ 20,392	$ 16,352	15	25		
Average discount rate		**2.34 %**	2.30 %	2.28 %				
Average fee per card *(dollars)*(a)	Average fee per card *(dollars)*(a)	**$ 82**	$ 74	$ 67	11 %	10 %	Average fee per card *(dollars)*(a)	**$ 92**

Discount revenue as a % of Billed business

(a) Average fee per card is computed on an annualized basis based on proprietary Net card fees divided by average proprietary total cards-in-force.

TABLE 6: NETWORK VOLUMES-RELATED STATISTICAL INFORMATION

		2022		2021	
		Year over Year Percentage Increase (Decrease)	Percentage Increase (Decrease) Assuming No Changes in FX Rates(a)	Year over Year Percentage Increase (Decrease)	Percentage Increase (Decrease) Assuming No Changes in FX Rates(a)
Network volumes	Network volumes	**21 %**	**24 %**	24 %	23 %
Total billed business	Total billed business	**23**	**25**	25	24
U.S. Consumer Services	U.S. Consumer Services	**24**		32	
Commercial Services	Commercial Services	**21**	**22**	21	20
International Card Services	International Card Services	**23**	**36**	22	18
Processed volumes	Processed volumes	**10**	**18**	16	14
Merchant industry billed business metrics	Merchant industry billed business metrics				
G&S-related (75% and 81% of billed business for 2022 and 2021, respectively)		**13**	**16**	19	18
T&E-related (25% and 19% of billed business for 2022 and 2021, respectively)		**64**	**67**	59	58
Airline-related (6% and 3% of billed business for 2022 and 2021, respectively)		**119 %**	**125 %**	63 %	61 %

	2023		
	Year over Year Percentage Increase (Decrease)		Year over Year F
Network volumes	**8 %**		

Commercial Services

Commercial Services

Merchant industry billed business metrics

Merchant industry billed business metrics

G&S spend (72% and 75% of billed business for 2023 and 2022, respectively)

G&S spend (72% and 75% of billed business for 2023 and 2022, respectively)

G&S spend (72% and 75% of billed business for 2023 and 2022, respectively)

T&E spend (28% and 25% of billed business for 2023 and 2022, respectively)	
Airline spend (7% and 6% of billed business for 2023 and 2022, respectively)	Airline spend (7% and 6% of billed business for 2023 and 2022, respectively) 23 %

(a) The foreign currency adjusted information assumes a constant exchange rate between the periods being compared for purposes of currency translation conversion into U.S. dollars (i.e., assumes th compared).

47 48

TABLE 7: SELECTED CREDIT-RELATED STATISTICAL INFORMATION

As of or for the Years Ended December 31,	As of or for the Years Ended December 31,				Change	Change	As of or for the Years Ended December 31,	
(Millions, except percentages and where indicated)	*(Millions, except percentages and where indicated)*	**2022**	2021	2020	2022 vs. 2021	2021 vs. 2020	*(Millions, except percentages and where indicated)*	**2023**
Card Member loans and receivables:								
Net write-off rate — principal, interest and fees (a)								
Net write-off rate — principal, interest and fees (a)								
Net write-off rate — principal, interest and fees (a)								
Net write-off rate — principal only - consumer and small business (a)(b)								
Net write-off rate — principal only - consumer and small business (a)(b)								
Net write-off rate — principal only - consumer and small business (a)(b)								
30+ days past due as a % of total - consumer and small business (c)								
30+ days past due as a % of total - consumer and small business (c)								

30+ days past due as a % of total - consumer and small business (c)

Card Member loans:

Card Member loans:

Card Member loans:	**Card Member loans:**					
Card Member loans *(billions)*	Card Member loans *(billions)*	**$108.0**	$ 88.6	$ 73.4	22 %	21 %

Card Member loans *(billions)*

Card Member loans *(billions)*	**$**	**126.0**	$ 1

Credit loss reserves:	Credit loss reserves:					

Beginning balance

Beginning balance

Beginning balance	Beginning balance	**$3,305**	$5,344	$4,027	(38)	33
Provisions — principal, interest and fees	Provisions — principal, interest and fees	**1,514**	(1,155)	3,453	#	#
Net write-offs — principal less recoveries	Net write-offs — principal less recoveries	**(837)**	(672)	(1,795)	25	(63)
Net write-offs — interest and fees less recoveries	Net write-offs — interest and fees less recoveries	**(229)**	(207)	(375)	11	(45)
Other (a)		**(6)**	(5)	34	(20)	#

Provisions — principal, interest and fees	**3,839**	1,514	1
Other (d)	**18**		

Other (d)

Ending balance	Ending balance	**$3,747**	$3,305	$5,344	13	(38)
% of loans	% of loans	**3.5 %**	3.7 %	7.3 %		
% of past due	% of past due	**348 %**	555 %	727 %		

% of past due

% of past due

Average loans *(billions)*	Average loans *(billions)*	**$ 95.4**	$ 76.1	$ 74.6	25	2
Net write-off rate — principal, interest and fees (b)		**1.1 %**	1.2 %	2.9 %		
Net write-off rate — principal only (b)		**0.9 %**	0.9 %	2.4 %		

Average loans *(billions)*

Average loans *(billions)*

Net write-off rate — principal, interest and fees (a)

Net write-off rate — principal only (a)

Net write-off rate — principal only (a)

Net write-off rate — principal only (a)

30+ days past due as a % of total

30+ days past due as a % of total

30+ days past due as a % of total	30+ days past due as a % of total	**1.0 %**	0.7 %	1.0 %		
Card Member receivables:	**Card Member receivables:**					

Card Member receivables:

Card Member receivables:

Card Member receivables *(billions)*

Card Member receivables *(billions)*

Card Member receivables *(billions)*	Card Member receivables *(billions)*	**$ 57.6**	$ 53.6	$ 43.7	7	23
Credit loss reserves:	Credit loss reserves:					
Beginning balance	Beginning balance	**$ 64**	$ 267	$ 126	(76)	#

Beginning balance

Beginning balance	**$ 229**	$	
Provisions — principal and fees	**880**	627	

Provisions — principal and fees	Provisions — principal and fees	**627**	(73)	1,015	#	#
Net write-offs — principal and fees less recoveries (c)		**(462)**	(129)	(881)	#	(85)
Other (a)		**—**	(1)	7	#	#

Net write-offs — principal and fees less recoveries (e)

Other (d)

Net write-offs — principal and fees less recoveries (e)	**(937)**	(
Other (d)	**2**	
Ending balance	**$ 174**	$ $

Ending balance	Ending balance	**$ 229**	$ 64	$ 267	# %	(76) %
% of receivables	% of receivables	**0.4 %**	0.1 %	0.6 %		

Net write-off rate — principal and fees (b)(c)(d)	**0.8 %**	0.3 %	2.0 %
Net write-off rate — principal and fees (a)(e)			
Net write-off rate — principal and fees (a)(e)			
Net write-off rate — principal and fees (a)(e)			
Net write-off rate — principal only - consumer and small business (a)(b)			
Net write-off rate — principal only - consumer and small business (a)(b)			
Net write-off rate — principal only - consumer and small business (a)(b)			
30+ days past due as a % of total - consumer and small business (c)			
30+ days past due as a % of total - consumer and small business (c)			
30+ days past due as a % of total - consumer and small business (c)			

# Denotes a variance of 100 percent or more

# Denotes a variance of 100 percent or more

# Denotes a variance of 100 percent or more

(a) Other includes foreign currency translation adjustments.

(b) We present a net write-off rate based on principal losses only (i.e., excluding interest and/or fees) to be consistent with industry convention. In addition, as our practice is to include uncollectible inte

(b) A net write-off rate based on principal losses only is not available for corporate receivables due to system constraints.

(c) For corporate receivables, delinquency data is tracked based on days past billing status rather than days past due. Refer to Table 12 for 90+ days past billing metrics for corporate receivables.

(d) Other includes foreign currency translation adjustments.

(e) The net write-off rate for the year ended December 31, 2021 includes a $37 million partial recovery in Card Member receivables related to a corporate client bankruptcy, which had resulted in a write

(d) Refer to Tables 10, 12 and 14 for Net write-off rate — principal only and 30+ days past due metrics for U.S. consumer receivables, U.S. small business receivables and International small business a billing for corporate receivables are not available due to system constraints.

TABLE 8: NET INTEREST YIELD ON AVERAGE CARD MEMBER LOANS

Years Ended December 31, *(Millions, except percentages and where indicated)*	Years Ended December 31, *(Millions, except percentages and where indicated)*	**2022**	2021	2020
(Millions, except percentages and where indicated)				

(Millions, except percentages and where indicated)					
Net interest income	Net interest income	**$ 9,895**	$7,750	$7,985	
Exclude:	Exclude:				
Interest expense not attributable to our Card Member loan portfolio (a)					
Interest expense not attributable to our Card Member loan portfolio (a)					
Interest expense not attributable to our Card Member loan portfolio (a)	Interest expense not attributable to our Card Member loan portfolio (a)	**1,268**	738	1,295	
Interest income not attributable to our Card Member loan portfolio (b)	Interest income not attributable to our Card Member loan portfolio (b)	**(1,023)**	(379)	(668)	
Adjusted net interest income (c)	Adjusted net interest income (c)	**$10,140**	$8,109	$8,612	
Average Card Member loans *(billions)*	Average Card Member loans *(billions)*	**$ 95.4**	$ 76.0	$ 74.6	
Net interest income divided by average Card Member loans (c)	Net interest income divided by average Card Member loans (c)	**10.4 %**	10.2 %	10.7 %	Net interest income divided by average Card Member loans (c)
Net interest yield on average Card Member loans (c)	Net interest yield on average Card Member loans (c)	**10.6 %**	10.7 %	11.5 %	Net interest yield on average Card Member loans (c)

(a) Primarily represents interest expense attributable to maintaining our corporate liquidity pool and funding Card Member receivables.

(b) Primarily represents interest income attributable to Other loans, interest-bearing deposits and the fixed income investment portfolios.

(c) Adjusted net interest income and net interest yield on average Card Member loans are non-GAAP measures. Refer to the "Glossary of Selected Terminology" below for the definitions of these terms Member loan portfolio and is a component of net interest yield on average Card Member loans, which provides a measure of profitability of our Card Member loan portfolio. Net interest yield on aver income divided by average Card Member loans, computed on an annualized basis, a GAAP measure, includes elements of total interest income and total interest expense that are not attributable to

BUSINESS SEGMENT RESULTS OF OPERATIONS

We consider a combination of factors when evaluating the composition of our reportable operating segments, including the results reviewed by the chief operating channels, geographic considerations (primarily United States versus outside the United States) and regulatory considerations. Refer to Note 24 to the “Consolidat each segment.

Effective for the third quarter as of 2022, we realigned our reportable segments to reflect organizational changes announced during the second quarter of 2022. P were previously reported within the new reportable operating USCS segment, are now reported within both USCS and CS segments, which are: USCS, CS, ICS a Note 24 to the “Consolidated Financial Statements” for additional information. allocated based on customer usage.

Results of the reportable operating segments generally treat each segment as a stand-alone business. The management reporting process that derives these res

TOTAL REVENUES NET OF INTEREST EXPENSE

We allocate discount revenue and certain other revenues among segments using a transfer pricing methodology. Within the USCS, CS and ICS segments, discou Members; within the GMNS segment, discount revenue generally reflects the network and acquirer component of the overall discount revenue being allocated.

Net card fees, processed revenue and certain other revenues are directly attributable to the segment in which they are reported.

Interest and fees on loans and certain investment income is directly attributable to the segment in which it is reported. Interest expense represents an allocated fu

PROVISIONS FOR CREDIT LOSSES

The provisions for credit losses are directly attributable to the segment in which they are reported.

EXPENSES

Card Member rewards and Card Member services expenses are included in each segment based on the actual expenses incurred. Business development and M primarily allocated to the segments based on the relative levels of revenue.

Salaries and employee benefits and other expenses reflect both costs incurred directly within each segment, as well as allocated expenses. The allocated expens servicing groups, and overhead expenses. Service costs are allocated based on activities directly attributable to the segment, and overhead expenses are allocat employee benefits and other expenses, allocated costs remain relatively consistent from period to period. Increases in expenses year-over-year driven by allocate servicing organizations and the growth in business volume within our operating segments.

U.S. CONSUMER SERVICES

TABLE 9: USCS SELECTED INCOME STATEMENT DATA

Years Ended December 31, *(Millions, except percentages)*	Years Ended December 31, *(Millions, except percentages)*	**2022**	2021	2020	Change 2022 vs. 2021		Change 2021 vs. 2020		Years Ended December 31, *(Millions, except percentages)*	**2023**			2022
Revenues	Revenues												
Non-interest revenues													
Non-interest revenues													
Non-interest revenues	Non-interest revenues	**$16,440**	$12,989	$10,125	$3,451	27 %	$2,864	28 %		**$ 18,464**	$	$ 16,440	$
Interest income	Interest income	**8,457**	6,328	7,009	2,129	34	(681)	(10)					
Interest expense	Interest expense	**983**	395	787	588	#	(392)	(50)	Interest expense	**2,684**	983		983
Net interest income	Net interest income	**7,474**	5,933	6,222	1,541	26	(289)	(5)					

Total revenues net of interest expense	Total revenues net of interest expense	23,914	18,922	16,347	4,992	26	2,575	16						
Provisions for credit losses	Provisions for credit losses	1,021	(919)	2,617	1,940	#	(3,536)	#	Provisions for credit losses	2,855	1,021		1,021	(
Total revenues net of interest expense after provisions for credit losses	Total revenues net of interest expense after provisions for credit losses	22,893	19,841	13,730	3,052	15	6,111	45						
Expenses														
Card Member rewards, business development, Card Member services and marketing														
Card Member rewards, business development, Card Member services and marketing														
Card Member rewards, business development, Card Member services and marketing														
Salaries and employee benefits and other operating expenses														
Total expenses	Total expenses	17,493	13,883	10,627	3,610	26	3,256	31						
Pretax segment income	Pretax segment income	$ 5,400	$ 5,958	$ 3,103	$ (558)	(9)%	$2,855	92 %	Pretax segment income	$ 5,433	$		$ 5,400	$

# Denotes a variance of 100 percent or more

USCS issues a wide range of proprietary consumer cards and provides services to U.S. consumers, including travel and lifestyle services as well as banking and

TOTAL REVENUES NET OF INTEREST EXPENSE

Non-interest revenues increased across all revenue categories, primarily driven by higher Discount revenue and Net card fees.

Discount revenue increased 25 10 percent, primarily driven by an increase in U.S. consumer billed business of 24 percent. business. See Tables 5, 6 and 10 for m

Net card fees increased 24 21 percent, primarily driven by growth in our premium card portfolios.

Service fees and other revenue increased 50 5 percent, primarily driven by higher travel commissions and fees from our consumer travel business as well as and

Net interest Interest income increased, 26 percent, primarily driven by an increase in average Card Member loan balances.

Total revenues net of interest expense increased in 2021 compared to 2020, primarily driven by higher Discount revenue, reflecting billed business interest rates a

Interest expense increased, primarily driven by decreased Net interest income, primarily reflecting lower revolving Card Member loan balances. a higher cost of fu

PROVISIONS FOR CREDIT LOSSES

Card Member loans and receivables provisions provision for credit losses increased, primarily due to higher net write-offs and a higher reserve builds build in the c delinquencies. The reserve releases build in the prior year. The reserve builds in the current year were primarily was driven by an increase in loans outstanding, hi pandemic-driven reserves for reserves.

Card Member loans. receivables provision for credit losses increased, primarily due to higher net write-offs, partially offset by a reserve release in the current year delinquencies and a decrease in receivables outstanding. The reserve build in the prior year were due to improved portfolio quality was primarily driven by higher

Provisions for credit losses decreased in 2021 compared to 2020, primarily driven by reserve releases in 2021, versus reserve builds in 2020.

EXPENSES

Total expenses increased, primarily driven by higher Card Member rewards expense, Business development expense, and Card Member services expense.

Card Member rewards expense increased, primarily driven by higher billed business and business. The increase was also driven by a larger proportion of spend i higher mix of redemptions changes in travel-related categories. expected redemption behaviors associated with certain products.

Business development expense increased, primarily due to increased partner payments driven by higher contractual rates and billed business.

Card Member services expense increased, primarily driven by due to higher usage of travel-related benefits.

Marketing expense increased, primarily due to business investments to drive growth momentum and accelerate new card decreased, reflecting lower levels of spe

Salaries and employee benefits and other expenses increased, primarily due to higher compensation an increase in allocated service costs, and higher service co

Total expenses increased partially offset by the change in 2021 compared to 2020, primarily driven by higher customer engagement and marketing expenses, refl of TLS servicing costs described above.

52 53

TABLE 10: USCS SELECTED STATISTICAL INFORMATION

As of or for the Years Ended December 31,	As of or for the Years Ended December 31,				Change	Change	As of or for the Years Ended December 31,	
(Millions, except percentages and where indicated)	*(Millions, except percentages and where indicated)*	**2022**	2021	2020	2022 vs. 2021	2021 vs. 2020	*(Millions, except percentages and where indicated)*	
Billed business *(billions)*	Billed business *(billions)*	**$ 553.0**	$ 444.2	$ 337.6	24 %	32 %	Billed business *(billions)*	**$**
Proprietary cards-in-force	Proprietary cards-in-force	**41.7**	39.0	37.7	7	3		
Proprietary basic cards-in-force	Proprietary basic cards-in-force	**29.2**	27.3	26.6	7	3		
Average proprietary basic Card Member spending *(dollars)*	Average proprietary basic Card Member spending *(dollars)*	**$ 19,514**	$ 16,498	$ 12,641	18	31		
Total segment assets *(billions)*	Total segment assets *(billions)*	**$ 94.4**	$ 76.5	$ 65.0	23	18		
Card Member loans:	Card Member loans:							
Total loans *(billions)*	Total loans *(billions)*	**$ 72.7**	$ 59.8	$ 51.4	22	16		
Total loans *(billions)*								
Total loans *(billions)*								

Average loans *(billions)*	Average loans *(billions)*	**$ 63.7**	$ 52.0	$ 53.0	23	(2)
Net write-off rate — principal, interest and fees (a)	Net write-off rate — principal, interest and fees (a)	**1.1 %**	1.1 %	2.9 %		
Net write-off rate — principal only (a)	Net write-off rate — principal only (a)	**0.9 %**	0.8 %	2.4 %		
Net write-off rate — principal only (a)						
Net write-off rate — principal only (a)						
30+ days past due as a % of total						
30+ days past due as a % of total						
30+ days past due as a % of total	30+ days past due as a % of total	**1.0 %**	0.7 %	1.0 %		
Calculation of Net Interest Yield on Average Card Member Loans:	Calculation of Net Interest Yield on Average Card Member Loans:					
Calculation of Net Interest Yield on Average Card Member Loans:						
Calculation of Net Interest Yield on Average Card Member Loans:						
Net interest income						
Net interest income						
Net interest income	Net interest income	**$ 7,474**	$ 5,933	$ 6,222		
Exclude:	Exclude:					
Exclude:						
Exclude:						
Interest expense not attributable to our Card Member loan portfolio (b)						
Interest expense not attributable to our Card Member loan portfolio (b)						
Interest expense not attributable to our Card Member loan portfolio (b)	Interest expense not attributable to our Card Member loan portfolio (b)	**139**	158	288		

Interest income not attributable to our Card Member loan portfolio (c)	Interest income not attributable to our Card Member loan portfolio (c)	**(228)**	(110)	(189)

Interest income not attributable to our Card Member loan portfolio (c)

Interest income not attributable to our Card Member loan portfolio (c)

Adjusted net interest income (d)

Adjusted net interest income (d)

Adjusted net interest income (d)	Adjusted net interest income (d)	**$ 7,385**	$ 5,981	$ 6,321
Average Card Member loans *(billions)*	Average Card Member loans *(billions)*	**$ 63.7**	$ 52.0	$ 53.0

Average Card Member loans *(billions)*

Average Card Member loans *(billions)*

Net interest income divided by average Card Member loans (d)

Net interest income divided by average Card Member loans (d)

Net interest income divided by average Card Member loans (d)	Net interest income divided by average Card Member loans (d)	**11.7 %**	11.4 %	11.7 %
Net interest yield on average Card Member loans (d)	Net interest yield on average Card Member loans (d)	**11.6 %**	11.5 %	11.9 %

Net interest yield on average Card Member loans (d)

Net interest yield on average Card Member loans (d)

Card Member receivables:	Card Member receivables:						
Card Member receivables:							
Card Member receivables:							
Total receivables *(billions)*							
Total receivables *(billions)*							
Total receivables *(billions)*	Total receivables *(billions)*	**$ 14.3**	$ 14.7	$ 11.9	(3) %	24 %	**$ 14.8**
Net write-off rate — principal and fees (a)	Net write-off rate — principal and fees (a)	**0.6 %**	0.1 %	1.4 %			
Net write-off rate — principal only (a)	Net write-off rate — principal only (a)	**0.6 %**	— %	1.3 %			
Net write-off rate — principal only (a)							
Net write-off rate — principal only (a)							
30+ days past due as a % of total							
30+ days past due as a % of total							
30+ days past due as a % of total	30+ days past due as a % of total	**0.9 %**	0.4 %	0.4 %			

(a) Refer to Table 7 footnote (b) (a).

(b) Refer to Table 8 footnote (a).

(c) Refer to Table 8 footnote (b).

(d) Refer to Table 8 footnote (c).

COMMERCIAL SERVICES

TABLE 11: CS SELECTED INCOME STATEMENT DATA

Years Ended December 31, *(Millions, except percentages)*	Years Ended December 31, *(Millions, except percentages)*	**2022**	2021	2020	Change 2022 vs. 2021	Change 2021 vs. 2020	Years Ended December 31, *(Millions, except percentages)*	**2023**	2022
Revenues	Revenues								
Non-interest revenues									
Non-interest revenues									

Non-interest revenues	Non-interest revenues	**$12,196**	$9,833	$8,210	$2,363	24 %	$1,623	20 %		**$ 12,931**	$	$ 12,196	$
Interest income	Interest income	**2,070**	1,408	1,532	662	47	(124)	(8)					
Interest expense	Interest expense	**697**	330	508	367	#	(178)	(35)	Interest expense	**1,483**	697		697
Net interest income	Net interest income	**1,373**	1,078	1,024	295	27	54	5					
Total revenues net of interest expense	Total revenues net of interest expense	**13,569**	10,911	9,234	2,658	24	1,677	18					
Provisions for credit losses	Provisions for credit losses	**565**	(420)	1,291	985	#	(1,711)	#	Provisions for credit losses	**1,313**	565		565
Total revenues net of interest expense after provisions for credit losses	Total revenues net of interest expense after provisions for credit losses	**13,004**	11,331	7,943	1,673	15	3,388	43					
Expenses													
Card Member rewards, business development, Card Member services and marketing													
Card Member rewards, business development, Card Member services and marketing													
Card Member rewards, business development, Card Member services and marketing													
Salaries and employee benefits and other operating expenses													
Total expenses	Total expenses	**10,124**	8,395	6,930	1,729	21	1,465	21					
Pretax segment income	Pretax segment income	**$ 2,880**	$2,936	$1,013	$ (56)	(2)%	$1,923	# %	Pretax segment income	**$ 2,861**	$		$ 2,880	$

# Denotes a variance of 100 percent or more

CS issues a wide range of proprietary corporate and small business cards and provides services to U.S. businesses, including payment and expense managemer global corporate clients.

TOTAL REVENUES NET OF INTEREST EXPENSE

Non-interest revenues increased, primarily driven by higher Discount revenue and Service fees and other revenue.

Discount revenue increased 25 4 percent, primarily driven by an increase in commercial billed business of 21 percent. business. See Tables 5, 6 and 12 for more c

Net card fees increased 22 18 percent, primarily driven by growth in our premium card portfolios.

Service fees and other revenue increased 60 53 percent, primarily due to higher foreign exchange related largely driven by the change in the allocation of TLS rev delinquency fees.

Processed revenue decreased 71 percent, primarily driven by the prior-year repositioning of certain of our alternative payment solutions.

Net interest Interest income increased, 27 percent, primarily driven by higher interest rates and growth in revolving Card Member loan balances.

Total revenues net of interest Interest expense increased, in 2021 compared to 2020, primarily driven by increased Discount revenue, reflecting billed business gr
Card Member loan balances. funds.

PROVISIONS FOR CREDIT LOSSES

Card Member loans provision for credit losses increased, primarily due to higher net write-offs and a higher reserve build in the current year, versus a reserve rele
higher delinquencies. The reserve build in the prior year was driven by an increase in loans outstanding, higher delinquencies and changes in macroeconomic for
year was driven by improved portfolio quality and macroeconomic forecasts, partially offset by an increase in loans outstanding.

Card Member receivables provision for credit losses increased, primarily due to higher net write-offs, partially offset by a reserve build release in the current year v
delinquencies and higher net write-offs a decrease in the current year. receivables outstanding. The reserve build in the current prior year was primarily driven by h
improved portfolio quality and macroeconomic forecasts, partially offset by an increase in receivables outstanding.

Provisions for credit losses decreased in 2021 compared to 2020, primarily driven by reserve releases in 2021, versus reserve builds in 2020.

54 55

EXPENSES

Total expenses increased, primarily driven by higher Operating expenses and Card Member rewards expense and Business development services expense.

Card Member rewards expense increased, primarily driven by higher billed business as well as a larger proportion of spend in categories that earn incremental hig
mix of redemptions changes in travel-related categories. expected redemption behaviors associated with certain products.

Business development expense increased, primarily due to increased client incentive partner payments, primarily driven by higher billed business.

Card Member services expense increased, primarily driven by due to higher usage of travel-related benefits.

Marketing expense increased, primarily due to business investments to drive growth momentum and accelerate new card decreased, reflecting lower levels of spe

Salaries and employee benefits and other expenses increased, primarily due to higher compensation an increase in allocated service costs, and higher service co

Total expenses increased in 2021 compared to 2020, primarily driven by higher customer engagement and marketing expenses, reflecting highe

55 56

TABLE 12: CS SELECTED STATISTICAL INFORMATION

As of or for the Years Ended December 31,	As of or for the Years Ended December 31,				Change	Change	As of or for the Years Ended December 31,	
(Millions, except percentages and where indicated)	*(Millions, except percentages and where indicated)*	**2022**	2021	2020	2022 vs. 2021	2021 vs. 2020	*(Millions, except percentages and where indicated)*	
Billed business *(billions)*	Billed business *(billions)*	**$ 499.5**	$ 411.6	$ 340.0	21 %	21 %	Billed business *(billions)*	**$**
Proprietary cards-in-force	Proprietary cards-in-force	**14.9**	13.4	12.5	11	7		
Average Card Member spending *(dollars)*	Average Card Member spending *(dollars)*	**$ 35,202**	$ 32,042	$ 27,045	10	18		

Total segment assets *(billions)*	Total segment assets *(billions)*	**$**	**51.4**	$	44.5	$	34.9	16	28
Card Member loans:	Card Member loans:								
Total loans *(billions)*	Total loans *(billions)*	**$**	**21.4**	$	17.0	$	12.8	26	33
Total loans *(billions)*									
Total loans *(billions)*									
Average loans *(billions)*	Average loans *(billions)*	**$**	**19.3**	$	14.4	$	12.5	34	15
Net write-off rate — principal, interest and fees[a]	Net write-off rate — principal, interest and fees[a]	**0.8**	**%**	0.8	%	2.4	%		
Net write-off rate — principal only[a]	Net write-off rate — principal only[a]	**0.7**	**%**	0.6	%	2.1	%		
Net write-off rate — principal only[a]									
Net write-off rate — principal only[a]									
30+ days past due as a % of total									
30+ days past due as a % of total									
30+ days past due as a % of total	30+ days past due as a % of total	**0.9**	**%**	0.5	%	0.7	%		
Calculation of Net Interest Yield on Average Card Member Loans:	Calculation of Net Interest Yield on Average Card Member Loans:								
Calculation of Net Interest Yield on Average Card Member Loans:									
Calculation of Net Interest Yield on Average Card Member Loans:									
Net interest income									
Net interest income									
Net interest income	Net interest income	**$**	**1,373**	$	1,078	$	1,024		
Exclude:	Exclude:								
Exclude:									
Exclude:									

Interest expense not attributable to our Card Member loan portfolio(b)

Interest expense not attributable to our Card Member loan portfolio(b)

Interest expense not attributable to our Card Member loan portfolio(b)	Interest expense not attributable to our Card Member loan portfolio(b)	**430**	251	377
Interest income not attributable to our Card Member loan portfolio(c)	Interest income not attributable to our Card Member loan portfolio(c)	**(89)**	(76)	(166)

Interest income not attributable to our Card Member loan portfolio(c)

Interest income not attributable to our Card Member loan portfolio(c)

Adjusted net interest income(d)

Adjusted net interest income(d)

Adjusted net interest income(d)	Adjusted net interest income(d)	**$ 1,714**	$ 1,253	$ 1,235
Average Card Member loans *(billions)*	Average Card Member loans *(billions)*	**$ 19.3**	$ 14.4	$ 12.5

Average Card Member loans *(billions)*

Average Card Member loans *(billions)*

Net interest income divided by average Card Member loans(d)

Net interest income divided by average Card Member loans(d)

Net interest income divided by average Card Member loans(d)	Net interest income divided by average Card Member loans(d)	**7.1 %**	7.5 %	8.2 %

Net interest yield on average Card Member loans(d)	**8.9 %**	8.7 %	9.9 %			
Card Member receivables:						
Total receivables *(billions)*	**$ 26.9**	$ 24.6	$ 19.1	9 %	29 %	**$ 26.2**
Net write-off rate — principal and fees(e)	**0.7 %**	0.2 %	1.8 %			
Net write-off rate — principal only(a) - small business	**0.9 %**	0.2 %	2.2 %			
30+ days past due as a % of total - small business	**1.6 %**	0.8 %	0.7 %			
90+ days past billing as a % of total(e) - corporate	**0.6 %**	0.3 %	0.4 %			

90+ days past billing as a % of total(e) - corporate

(a) Refer to Table 7 footnote (b) (a).

(b) Refer to Table 8 footnote (a).

(c) Refer to Table 8 footnote (b).

(d) Refer to Table 8 footnote (c).

(e) For corporate receivables, delinquency data is tracked based on days past billing status rather than days past due. A Card Member account is considered 90 days past billing if payment has not bee
becoming 90 days past billing, the associated Card Member receivable balance is classified as 90 days past billing. Corporate receivables delinquency data for periods other than 90+ days past billi

INTERNATIONAL CARD SERVICES

TABLE 13: ICS SELECTED INCOME STATEMENT DATA

Years Ended December 31, (Millions, except percentages)	Years Ended December 31, (Millions, except percentages)	2022	2021	2020	Change 2022 vs. 2021		Change 2021 vs. 2020	
Revenues	Revenues							
Non-interest revenues								
Non-interest revenues								
Non-interest revenues	Non-interest revenues	**$8,262**	$6,761	$5,877	$1,501	22 %	$ 884	15 %
Interest income	Interest income	**1,453**	1,116	1,244	337	30	(128)	(10)
Interest expense	Interest expense	**654**	442	379	212	48	63	17
Net interest income	Net interest income	**799**	674	865	125	19	(191)	(22)
Total revenues net of interest expense	Total revenues net of interest expense	**9,061**	7,435	6,742	1,626	22	693	10
Provisions for credit losses	Provisions for credit losses	**584**	(43)	734	627	#	(777)	#
Total revenues net of interest expense after provisions for credit losses	Total revenues net of interest expense after provisions for credit losses	**8,477**	7,478	6,008	999	13	1,470	24
Expenses								
Card Member rewards, business development, Card Member services and marketing								

Years Ended December 31, (Millions, except percentages)		2023		2022		
Non-interest revenues	$	**9,472**	$	$ 8,262	$	$
Provisions for credit losses		**727**	584	584	(43)	

Card Member rewards, business development, Card Member services and marketing								
Card Member rewards, business development, Card Member services and marketing								
Salaries and employee benefits and other operating expenses								
Total expenses	Total expenses	**7,899**	6,549	5,487	1,350	21	1,062	19
Pretax segment income	Pretax segment income	**$ 578**	$ 929	$ 521	$ (351)	(38)%	$ 408	78 %

Pretax segment income	**$ 973**	$	$ 578	$

# Denotes a variance of 100 percent or more

ICS issues a wide range of proprietary consumer, small business and corporate cards outside the United States. ICS also provides services to our international cu businesses.

For 2022, ICS reported pretax income of $578 million, compared with $929 million a year ago. Results for this segment were significantly impacted by t

TOTAL REVENUES NET OF INTEREST EXPENSE

Non-interest revenues increased across all revenue categories, primarily driven by higher Discount revenue and Service fees and other revenues. Net card fees.

Discount revenue increased 25 17 percent, (37 percent on a FX-adjusted basis), primarily reflecting an increase in billed business of 23 percent (36 percent on a F

Net card fees increased 3 17 percent, (14 percent on a FX-adjusted basis), primarily driven by growth in our premium card portfolios, partially offset by changes in

Service fees and other revenue increased 39 9 percent, (52 percent on a FX-adjusted basis), primarily due to higher driven by foreign exchange-related exchange

Interest income from equity method investments, which included a portion of the revenue allocated to a joint venture partner as described in Business developmen

Processed revenue increased, 28 percent (35 percent on a FX-adjusted basis), primarily driven by an increase growth in processed volumes.[2] revolving loan bal

Net interest income Interest expense increased, 19 percent (25 percent on a FX-adjusted basis), primarily driven by an increase in average Card Member loan ba

Total revenues net of interest expense increased in 2021 compared to 2020, primarily driven by increased Discount revenue, reflecting billed business growth, par balances.

[2] Refer to footnote 1 on page 42 for details regarding foreign currency adjusted information.

57

funds.

PROVISIONS FOR CREDIT LOSSES

Card Member loans and receivables provisions provision for credit losses increased, primarily due to reserve builds in the current year, versus reserve releases in in the current year were was primarily driven by an increase in loans and receivables outstanding, partially offset by the performance of portfolios in certain interna delinquencies. The

Card Member receivables provision for credit losses increased, primarily due to higher net write-offs, partially offset by a reserve releases release in the current ye portfolio quality and macroeconomic forecasts, lower delinquencies, partially offset by an increase in loans and receivables outstanding.

Provisions for credit losses decreased The reserve build in 2021 compared to 2020, the prior year was primarily driven by reserve releases an increase in 2021, v

58

EXPENSES

Total expenses increased, primarily driven by higher Card Member rewards expense and Business development Card Member services expense.

Card Member rewards expense increased, primarily driven by higher billed business as well as a larger proportion of spend in categories that earn incremental re

Business development expense increased, decreased, primarily driven by a prior-year charge related to revenue allocated to a joint venture partner, for certain ca

Card Member services expense increased, primarily driven by higher usage of travel-related benefits.

Marketing expense decreased, but was flat when adjusted for changes in foreign exchange rates. reflecting lower levels of spending on customer acquisitions.

Salaries and employee benefits and other expenses increased, primarily due to higher an increase in allocated service costs, partially offset by lower compensatic

Total expenses increased in 2021 compared to 2020, primarily driven by higher customer engagement and marketing expenses, reflecting highe

58 59

TABLE 14: ICS SELECTED STATISTICAL INFORMATION

As of or for the Years Ended December 31,	As of or for the Years Ended December 31,				Change	Change	As of or for the Years Ended December 31,	
(Millions, except percentages and where indicated)	*(Millions, except percentages and where indicated)*	**2022**	2021	2020	2022 vs. 2021	2021 vs. 2020	*(Millions, except percentages and where indicated)*	
Billed business *(billions)*	Billed business *(billions)*	**$ 281.6**	$ 228.2	$ 187.5	23 %	22 %	Billed business *(billions)*	$
Proprietary cards-in-force	Proprietary cards-in-force	**20.1**	19.0	18.7	6	2		
Proprietary basic cards-in-force	Proprietary basic cards-in-force	**14.9**	13.9	13.6	7	2		
Average proprietary basic Card Member spending *(dollars)*	Average proprietary basic Card Member spending *(dollars)*	**$ 19,519**	$ 16,689	$ 13,429	17	24		
Total segment assets *(billions)*	Total segment assets *(billions)*	**$ 36.9**	$ 32.6	$ 28.2	13	16		
Card Member loans - consumer and small business:	Card Member loans - consumer and small business:							
Total loans *(billions)*	Total loans *(billions)*	**$ 13.8**	$ 11.6	$ 9.2	19	26		
Total loans *(billions)*								
Total loans *(billions)*								

Average loans *(billions)*	Average loans *(billions)*	**$**	**12.3**	$	9.6	$	9.0	28	7
Net write-off rate — principal, interest and fees(a)	Net write-off rate — principal, interest and fees(a)	**1.4**	**%**	2.1	%	3.7	%		
Net write-off rate — principal only(a)	Net write-off rate — principal only(a)	**1.2**	**%**	1.6	%	3.0	%		

Net write-off rate — principal only(a)

Net write-off rate — principal only(a)

30+ days past due as a % of total

30+ days past due as a % of total

30+ days past due as a % of total	30+ days past due as a % of total	**1.2**	**%**	0.8	%	1.7	%

Calculation of Net Interest Yield on Average Card Member Loans: Calculation of Net Interest Yield on Average Card Member Loans:

Calculation of Net Interest Yield on Average Card Member Loans:

Calculation of Net Interest Yield on Average Card Member Loans:

Net interest income

Net interest income

Net interest income	Net interest income	**$**	**799**	$	674	$	865
Exclude:	Exclude:						

Exclude:

Exclude:

Interest expense not attributable to our Card Member loan portfolio(b)

Interest expense not attributable to our Card Member loan portfolio(b)

Interest expense not attributable to our Card Member loan portfolio(b)	Interest expense not attributable to our Card Member loan portfolio(b)	**270**	211	205
Interest income not attributable to our Card Member loan portfolio(c)	Interest income not attributable to our Card Member loan portfolio(c)	**(28)**	(11)	(17)

Interest income not attributable to our Card Member loan portfolio(c)

Interest income not attributable to our Card Member loan portfolio(c)

Adjusted net interest income(d)

Adjusted net interest income(d)

Adjusted net interest income(d)	Adjusted net interest income(d)	**$ 1,041**	$ 874	$ 1,053
Average Card Member loans *(billions)*	Average Card Member loans *(billions)*	**$ 12.4**	$ 9.6	$ 9.0

Average Card Member loans *(billions)*

Average Card Member loans *(billions)*

Net interest income divided by average Card Member loans(d)

Net interest income divided by average Card Member loans(d)

Net interest income divided by average Card Member loans(d)	Net interest income divided by average Card Member loans(d)	**6.5 %**	7.0 %	9.6 %
Net interest yield on average Card Member loans(d)	Net interest yield on average Card Member loans(d)	**8.4 %**	9.1 %	11.7 %

Net interest yield on average Card Member loans(d)

Net interest yield on average Card Member loans(d)

Card Member receivables: Card Member receivables:

Card Member receivables:

Card Member receivables:

Total receivables *(billions)*

Total receivables *(billions)*

Total receivables *(billions)*	Total receivables *(billions)*	**$ 16.4**	$ 14.3	$ 12.7	15 %	13 %		**$**	**19.4**
Net write-off rate — principal and fees(e)(f)	Net write-off rate — principal and fees(e)(f)	**1.3 %**	0.6 %	3.0 %					
Net write-off rate — principal only(a) - consumer and small business	Net write-off rate — principal only(a) - consumer and small business	**1.4 %**	0.8 %	2.2 %					

Net write-off rate — principal only(a) - consumer and small business

Net write-off rate — principal only(a) - consumer and small business

30+ days past due as a % of total - consumer and small business

30+ days past due as a % of total - consumer and small business

30+ days past due as a % of total - consumer and small business	30+ days past due as a % of total - consumer and small business	**1.3 %**	0.7 %	0.8 %
90+ days past billing as a % of total(e) - corporate	90+ days past billing as a % of total(e) - corporate	**0.5 %**	0.3 %	1.1 %

90+ days past billing as a % of total(e) - corporate

90+ days past billing as a % of total(e) - corporate

(a) Refer to Table 7 footnote (b) (a).

(b) Refer to Table 8 footnote (a).

(c) Refer to Table 8 footnote (b).

(d) Refer to Table 8 footnote (c).

(e) For corporate receivables, delinquency data is tracked based on days past billing status rather than days past due. A Card Member account is considered 90 days past billing if payment has not bee
becoming 90 days past billing, the associated Card Member receivable balance is classified as 90 days past billing. Corporate receivables delinquency data for periods other than 90+ days past billi

(f) Refer to Table 7 footnote (c) (e).

GLOBAL MERCHANT AND NETWORK SERVICES

TABLE 15: GMNS SELECTED INCOME STATEMENT AND OTHER DATA

Years Ended December 31, (Millions, except percentages and where indicated)	2022	2021	2020	Change 2022 vs. 2021		Change 2021 vs. 2020	
Revenues							
Non-interest revenues	$ 6,123	$ 5,021	$ 4,209	$1,102	22 %	$812	19 %
Interest income	23	16	18	7	44	(2)	(11)
Interest expense	(329)	(92)	(82)	(237)	#	(10)	(12)
Net interest income	352	108	100	244	#	8	8
Total revenues net of interest expense	6,475	5,129	4,309	1,346	26	820	19
Provisions for credit losses	7	(37)	87	44	#	(124)	#
Total revenues net of interest expense after provisions for credit losses	6,468	5,166	4,222	1,302	25	944	22

Years Ended December 31, (Millions, except percentages and where indicated)	2023	
Non-interest revenues	$ 6,620	$ 6,123
Interest expense	(719)	(329)
Net interest income	776	352
Provisions for credit losses	27	7

Expenses

Business development, Card Member services and marketing

Business development, Card Member services and marketing

Business development, Card Member services and marketing

Salaries and employee benefits and other operating expenses

Total expenses	Total expenses	**3,514**	3,292	2,928	222	7	364	12				
Pretax segment income	Pretax segment income	**2,954**	1,874	1,294	1,080	58	580	45				
Network volumes *(billions)*	Network volumes *(billions)*	**1,552.8**	1,284.2	1,037.8	$ 269	21	$246	24				
Total segment assets *(billions)*	Total segment assets *(billions)*	**$ 20.0**	$ 15.4	$ 14.1		30 %		9 %	Total segment assets *(billions)*	**$ 23.7**	$	$

# Denotes a variance of 100 percent or more

GMNS operates a global payments network that processes and settles card transactions, acquires merchants and provides multi-channel marketing programs an relationships with third-party card issuers (including our network partnership agreements in China), merchant acquirers and a prepaid reloadable and gift card pro

TOTAL REVENUES NET OF INTEREST EXPENSE

Non-interest revenues increased across all revenue categories, primarily driven by higher Discount revenue and Service fees and other revenues.

Discount revenue increased 24 7 percent, primarily driven by an increase in billed business. See Tables 5 and 6 for more details on billed business performance.

Service fees and other revenue increased 28 14 percent, primarily due to higher foreign currency-related revenue. exchange related revenues associated with Ca

Processed revenue increased 14 6 percent, primarily driven by higher processed volumes.

GMNS receives an interest expense credit relating to internal transfer pricing due to its merchant payables. Net interest income increased, primarily due to a high higher interest rates.

Total revenues net of interest expense increased in 2021 compared to 2020, primarily driven by higher Discount revenue, reflecting higher billed business, and in payables related to year-over-year billed business growth.

EXPENSES

Total expenses increased, primarily driven by higher Salaries and employee benefits expense, reflecting higher compensation costs, as well as higher Operating

Business development expense increased, primarily resulting from due to increased partner payments driven by higher network volumes.

Total expenses Marketing expense increased, in 2021 compared to 2020, primarily driven by higher Business development levels of spending on merchant engag

Salaries and employee benefits and other expenses reflecting increased, partner payments, driven by primarily due to a reserve associated with a merchant expo spend on initiatives to support merchant engagement. compensation costs.

CORPORATE & OTHER

Corporate functions and certain other businesses are included in Corporate & Other.

Corporate & Other pretax loss was $2.4 billion and $2.2 billion in 2023 and $1.0 billion in 2022, and 2021, respectively. The increase in the pretax loss was primar contribution to the American Express Foundation, all of which were partially offset by lower net losses on Amex Ventures investments in the current year, as comp and higher compensation costs in the current year. investments.

CONSOLIDATED CAPITAL RESOURCES AND LIQUIDITY

Our balance sheet management objectives are to maintain:

- A solid and flexible equity capital profile;
- A broad, deep and diverse set of funding sources to finance our assets and meet operating requirements; and
- Liquidity programs that enable us to continuously meet expected future financing obligations and business requirements for at least a twelve-month period in t in economic conditions. variety of adverse circumstances.

We continue to see volatility in the capital markets due to a variety of factors and manage our balance sheet to reflect evolving circumstances.

CAPITAL STRATEGY

We believe capital allocated to growing businesses with a return on risk-adjusted equity in excess of our costs will generate shareholder value. Our objective is to employees, colleagues, to maintain a strong balance sheet, provide flexibility to support future business growth and distribute excess capital to shareholders throu

The level and composition of our consolidated capital position are determined through our Internal Capital Adequacy Assessment Process, which takes into accou regulators and shareholders, among others. As a bank holding company, we are subject to regulatory requirements administered by the U.S. federal banking bank measures of assets, liabilities and certain off-balance sheet items. Failure to maintain minimum regulatory capital levels at American Express or our U.S. bank sul banking regulators with oversight of American Express or AENB to take actions that could limit our business operations.

We seek to maintain capital levels and ratios in excess of the our minimum regulatory requirements, specifically within a 10 to 11 percent target range for America

We maintain certain flexibility to shift capital across our businesses as appropriate. For example, we may infuse additional capital into subsidiaries to maintain cap capital and liquidity positions at the American Express parent company level or at our subsidiaries.

We report our capital ratios using the Basel III capital definitions and the Basel III standardized approach for calculating risk-weighted assets.

On July 27, 2023, the U.S. federal bank regulatory agencies issued a notice of proposed rulemaking that would significantly revise U.S. regulatory capital requirer — Capital and Liquidity Regulation” under “Business” for more information.

The following table presents our regulatory risk-based capital and leverage ratios and those of AENB, as of December 31, 2022 December 31, 2023:

TABLE 16: REGULATORY RISK-BASED CAPITAL AND LEVERAGE RATIOS

Risk-Based Capital
Common Equity Tier 1
American Express Company
American Express National Bank
Tier 1
American Express Company
American Express National Bank
Total
American Express Company
American Express National Bank
Tier 1 Leverage
American Express Company
American Express National Bank

(a) Represents Basel III minimum requirements and applicable regulatory buffers as defined by the federal banking regulators, which includes the stress capital buffer (SCB) for American Express Com and Regulation” “Business” and Note 22 to our the “Consolidated Financial Statements” for additional information.

The following table presents American Express Company's Company's regulatory risk-based capital and risk-weighted assets as of December 31, 2022 Decembe

TABLE 17: REGULATORY RISK-BASED CAPITAL COMPONENTS AND RISK-WEIGHTED ASSETS

American Express Company ($ in Billions)
Risk-Based Capital
Common Equity Tier 1
Tier 1 Capital
Tier 2 Capital
Total Capital
Risk-Weighted Assets
Average Total Assets to calculate the Tier 1 Leverage Ratio

The following are definitions for our regulatory risk-based capital ratios and leverage ratio, which are calculated as per standard regulatory guidance:

Risk-Weighted Assets — Assets are weighted for risk according to a formula used by the Federal Reserve to conform to capital adequacy guidelines. On- and off-
conversion factors, before being allocated a risk-adjusted weight. Off-balance sheet exposures comprise a minimal part of the total risk-weighted assets.

Common Equity Tier 1 Risk-Based Capital Ratio — Calculated as CET1 capital, divided by risk-weighted assets. CET1 capital is common shareholders' equity, ac
Current Expected Credit Loss (CECL) final rules, as described below.

62 63

Tier 1 Risk-Based Capital Ratio — Calculated as Tier 1 capital, divided by risk-weighted assets. Tier 1 capital is the sum of CET1 capital, preferred shares and thi
minimum requirement for the Tier 1 risk-based capital ratio is 1.5 percent higher than the minimum for the CET1 risk-based capital ratio. We have $1.6 billion of pr
requirements. See Note 16 to the "Consolidated "Consolidated Financial Statements" Statements" for additional information on our preferred shares.

Total Risk-Based Capital Ratio — Calculated as the sum of Tier 1 capital and Tier 2 capital, divided by risk-weighted assets. Tier 2 capital is the sum of the reserv
assets), and $870 million $1,250 million of eligible subordinated notes, adjusted for capital held by insurance subsidiaries. The $870 million $1,250 million of eligib
debt issued in May 2022 and the $120 million remaining Tier 2 capital credit for the $600 million subordinated debt issued in December 2014. 2022.

Tier 1 Leverage Ratio — Calculated by dividing Tier 1 capital by our average total consolidated assets for the most recent quarter.

We elected to delay the recognition of $0.7 billion of impact to reduction in regulatory capital from the adoption of the CECL methodology for two years, followed b
banking regulators (the CECL final rules). As of January 1, 2023 January 1, 2024, we have phased in 50 75 percent of such amount. Refer to "Capital "Supervision
Regulation" "Business" for additional details.

As a Category IV firm, we participated We continue to include accumulated other comprehensive income (loss) in regulatory capital.

We were not subject to the Federal Reserve's Reserve's supervisory stress tests in 2022. 2023 and will be participating in the Federal Reserve's supervisory stres
2023, the Federal Reserve confirmed our SCB of 2.5 percent, which resulted in a minimum CET1 ratio of 7 percent, effective October 1, 2022 October 1, 2023 to

DIVIDENDS AND SHARE REPURCHASES

We return capital to common shareholders through dividends and share repurchases. The share repurchases reduce common shares outstanding and generally r

During the year ended December 31, 2022 December 31, 2023, we returned $4.9 billion $5.3 billion to our shareholders in the form of common stock dividends of
shares at an average price of $168.14 $161.21 in 2022. 2023. These dividend and share repurchase amounts collectively represent approximately 64 62 percent c

We plan to increase the regular quarterly dividend on our common shares outstanding by approximately 15 17 percent, from 52 60 cents to 60 70 cents per share,

In addition, during the year ended December 31, 2022 December 31, 2023, we paid $57 million $58 million in dividends on non-cumulative perpetual preferred sha
shares.

Our decisions on capital distributions depend on various factors, including: our capital levels and regulatory capital requirements; regulatory guidance or restrictio
Federal Reserve's authorization of our capital plan; and the supervisory stress test process. We may conduct share repurchases through a variety of methods, inc
the Exchange Act, privately negotiated transactions (including employee benefit plans) or other purchases, including block trades, accelerated share repurchase p

63 64

FUNDING STRATEGY

Our principal funding objective is to maintain broad and well-diversified funding sources to allow us to finance our global businesses and to maintain a strong liqui a funding policy covering American Express Company and all of our subsidiaries.

Our global proprietary card-issuing businesses generate significant assets in both domestic and international Card Member lending and receivable activities. Our merchants for card transactions prior to reimbursement by Card Members and therefore fund the merchant payments during the period Card Member loans and r business activities.

We aim to satisfy these financing needs with a diverse set of funding sources. The diversity of funding sources by type of instrument, by tenor and by investor bas achieve diversity and cost efficiency in our funding sources by maintaining scale and market relevance in deposits, unsecured debt and asset securitizations, and

We expect the balance of In particular, we are focused on continuing to grow our direct deposits to continue to grow. retail deposit program as a funding source.

Our funding plan is primarily driven by the size and mix of business asset growth, our liquidity position and choice of funding sources, as well as cash requirement payments. In executing our funding plan, we aim to maintain a balanced debt maturity profile with an appropriate mix of short-term and long-term refinancing requ

FUNDING PROGRAMS AND ACTIVITIES

We had the following customer deposits and consolidated debt outstanding as of December 31:

TABLE 18: SUMMARY OF CUSTOMER DEPOSITS AND CONSOLIDATED DEBT

(Billions)	*(Billions)*	**2022**	2021	*(Billions)*
Customer deposits	Customer deposits	**$110.2**	$ 84.4	
Short-term borrowings	Short-term borrowings	**1.3**	2.2	
Long-term debt	Long-term debt	**42.6**	38.7	
Total customer deposits and debt	Total customer deposits and debt	**$154.1**	$125.3	

We may redeem from time to time certain debt securities prior to the original contractual maturity dates in accordance with the optional redemption provisions of t

Our funding plan for the full year 2023 2024 includes, among other sources, approximately $6.0 billion $4.0 billion to $10.0 billion $8.0 billion of unsecured term de funding activities can vary from our plans due to various factors, such as future business growth, the impact of global economic, political and other events on mar and receivables, and the performance of loans and receivables previously sold in securitization transactions. Many of these factors are beyond our control.

Our equity capital and funding strategies are designed, among other things, to maintain appropriate and stable unsecured debt ratings from the major credit ratin support our access to cost-effective unsecured funding as part of our overall funding strategy. Our asset securitization activities are rated separately.

TABLE 19: UNSECURED DEBT RATINGS

American Express Entity	
American Express Company	Long Term Short Term Outlook
American Express Travel Related Services Company, Inc.	Long Term Short Term Outlook
American Express National Bank	Long Term Short Term Outlook
American Express Credit Corporation	Long Term Short Term Outlook

These ratings are not a recommendation to buy or hold any of our securities and they may be revised or revoked at any time at the sole discretion of the rating or

Downgrades in the ratings of our unsecured debt or asset securitization program securities could result in higher funding costs, as well as higher fees related to b unsecured debt and asset securitization capital markets. We believe our funding mix, including the proportion of U.S. retail deposits insured by the Federal Depos on our funding capacity and costs.

On August 29, 2023, the U.S. federal bank regulatory agencies issued a notice of proposed rulemaking that would require covered bank holding companies such
insured depository institutions such as AENB to issue and maintain minimum amounts of eligible internal long-term debt. See “Supervision and Regulation — Cap

DEPOSIT PROGRAMS

We offer deposits within our U.S. bank subsidiary, AENB. These funds are currently insured up to an amount that is at least $250,000 per account holder through deposit funding and offer competitive interest rates is dependent on, among other factors, the capital level of AENB. Direct retail deposits offered by AENB is our business checking and consumer rewards checking account products available directly to consumers.customers. As of December 31, 2023, our direct retail depos through third-party distribution channels as needed to meet our overall funding objectives. CDs carry stated maturities while high-yield savings account, checking CDs, to reduce concentration and refinancing risk.

As of December 31, 2022 December 31, 2023, we had $110.2 billion $129.1 billion in deposits. Refer to Note 7 to the “Consolidated Financial Statements” for a fu

The following table sets forth the average interest rate we paid on different types of deposits during the years ended December 31, 2023, 2022 and 2021. Change offered for retail deposits.

TABLE 20: AVERAGE INTEREST RATES PAID ON DEPOSITS

	2023			
(Millions, except percentages)	Average Balance	Interest Expense	Average Interest Rate	A
Savings and transaction accounts	$ 86,102	$ 3,357	3.9 %	$
Certificates of deposit:				
Direct	4,407	159	3.6	
Third-party (brokered)	13,945	518	3.7	
Sweep accounts — Third-party (brokered)	15,676	824	5.3	
Total U.S. retail interest-bearing deposits	$ 120,130	$ 4,858	4.0 %	$

66

SHORT-TERM FUNDING PROGRAMS

Short-term borrowings, such as commercial paper, are defined as any debt with an original maturity of twelve months or less, as well as interest-bearing overdraft seasonal variations in receivables balances. The amount of short-term borrowings issued in the future will depend on our funding strategy, our needs and market Financial Statements” for a further description of these borrowings.

65

LONG-TERM DEBT AND ASSET SECURITIZATION PROGRAMS

As of December 31, 2022 December 31, 2023, we had $42.6 billion $47.9 billion in long-term debt outstanding, including unsecured debt and asset-backed securi maturities of long-term debt obligations.

We periodically securitize Card Member loans and receivables arising from our U.S. card business, as the securitization market provides us with cost-effective fur which in turn issues securities collateralized by the transferred assets to third-party investors. The proceeds from issuance are distributed to us, through our wholl Statements” for a further description of our asset securitizations.

TABLE 20: 21: DEBT ISSUANCES

(Billions)	
American Express Company:	
Fixed Rate Senior Notes (weighted-average coupon rate (coupon of 3.60% 4.90%)	
Floating Rate Senior Notes (compounded SOFR(a) plus weighted-average spread of 83 103 basis points)	
Fixed-to-Floating Rate Senior Notes (4.42% (weighted-average coupon of 5.54% during the fixed rate period and compounded SOFR(a) plus 1.76% weighted-average spread of 137 basis points durin	
Fixed-to-Floating Rate Subordinated Notes (4.989% coupon (coupon of 5.63% during the fixed rate period and compounded SOFR(a) plus 2.255% spread of 193 basis points during the floating rate period)	
American Express Credit Account Master Trust:	
Fixed Rate Class A Certificates (weighted-average coupon of 3.51% 5.02%)	
Total	

(a) Secured overnight financing rate (SOFR).

LIQUIDITY MANAGEMENT

Our liquidity objective is to maintain access to a diverse set of on- and off-balance sheet liquidity sources. We seek to maintain liquidity sources in amounts suffici months in the under a variety of adverse circumstances. These include, but are not limited to, an event where we are unable to raise new funds under our regular

Our liquidity management strategy includes a number of elements, including, but not limited to:

- Maintaining diversified funding sources (refer to the “Funding Strategy” section above for more details);
- Maintaining unencumbered liquid assets and off-balance sheet liquidity sources;
- Projecting cash inflows and outflows under a variety of economic and market scenarios; and
- Establishing clear objectives for liquidity risk management, including compliance with regulatory requirements.

We seek to maintain access to a diverse set of on-balance sheet and off-balance sheet liquidity sources, including cash and other liquid assets, secured borrowin AENB, we also hold collateral eligible for use at the Federal Reserve’s discount window.

The amount and type of liquidity resources we maintain can vary over time, based upon the results of stress scenarios required under the Dodd-Frank Wall Street stress scenarios possess distinct characteristics, varying by cash flow assumptions, time horizon and qualifying liquidity sources, among other factors. Scenarios becoming a Category III firm in 2024 and thus being subject to the regulatory requirements under LCR and NSFR rules. We consider other factors in determining operations, growth in our businesses, potential acquisitions or dispositions, the cost and availability of alternative liquidity sources and credit rating agency guideli requirements.

As of December 31, 2023 and 2022, we had $46.6 billion and $33.9 billion in Cash and cash equivalents, respectively. Refer to “Cash Flows” below for a discussi liquidity resources has historically been less than the interest expense on the sources of funding for these balances. The From time to time, including during 2023 environment, our funding composition and the amount of liquidity resources we maintain, the level of future net interest income or costs depends on the amount o and their investment yields. will vary.

Securitized Borrowing Capacity

As of December 31, 2022 December 31, 2023, we maintained our committed, revolving, secured borrowing facility, with a maturity date of July 15, 2024 July 15, 2 Issuance Trust II (the Charge Trust). We also maintained our committed, revolving, secured borrowing facility, with a maturity date of September 16, 2024 Septem American Express Credit Account Master Trust (the Lending Trust). Both These facilities enhance our contingent funding resources and are also used in the ordin resources. needs. As of December 31, 2022 December 31, 2023, no amounts were drawn on the Charge Trust facility or the Lending Trust facility.

Federal Reserve Discount Window

As an insured depository institution, AENB may borrow from the Federal Reserve Bank of San Francisco, subject to the amount of qualifying collateral that it may for secured borrowings made through the discount window. Whether specific assets will be considered qualifying collateral and the amount that may be borrowed

As of December 31, 2022, we had approximately $102.8 billion in U.S. credit card loans and charge card receivables that could be sold over time through our sec market conditions and eligibility criteria.

Committed Bank Credit Facility

In addition to the secured borrowing facilities described above, as As of December 31, 2022 December 31, 2023, we maintained a committed syndicated bank cre
October 20, 2026, and increased the maximum borrowing capacity from $3.5 billion with a maturity date of October 15, 2024 to $4.0 billion. The availability of the
restrictions in relation to either accessing the facility or distributing capital to common shareholders in the event our CET1 risk-based capital ratio falls between 4.5
under the facility, nor is it dependent on our credit rating. As of December 31, 2022 December 31, 2023, we were in compliance with the covenants contained in th
our contingent funding resources and is also used in the ordinary course of business to fund working capital needs. Any undrawn portion of this facility could serve

Other Sources of Liquidity

In addition to cash and other liquid assets and the secured borrowing facilities and committed bank credit facility described above, as an insured depository institu
credit card loans and charge card receivables that it pledged.

As of December 31, 2023, AENB had available borrowing capacity of $60.4 billion based on the amount and collateral valuation of receivables that were pledged
amount that may be borrowed against the collateral remain at the discretion of the Federal Reserve. Following its regular annual review, the Federal Reserve upd
available borrowing capacity through the discount window. Due to regulatory restrictions, liquidity generated by AENB can generally be used only to fund obligatio

Off-balance Sheet Arrangements

We have certain off-balance sheet obligations that include guarantees, indemnifications and certain Card Member and partner arrangements that may have a mat
capital resources. For more information on these obligations, refer to Note 12, Note 15 and Note 23 to the “Consolidated Financial Statements.”

CASH FLOWS

The following table summarizes our cash flow activity, followed by a discussion of the major drivers impacting operating, investing and financing cash flows for the

TABLE 21: 22: CASH FLOWS

(Billions)	*(Billions)*	**2022**	2021	2020	*(Billions)*
Total cash provided by (used in):	Total cash provided by (used in):				
Operating activities					
Operating activities					
Operating activities	Operating activities	**$21.1**	$ 14.6	$5.6	
Investing activities	Investing activities	**(33.7)**	(10.5)	11.6	
Financing activities	Financing activities	**24.5**	(14.9)	(9.1)	
Effect of foreign currency exchange rates on cash and cash equivalents	Effect of foreign currency exchange rates on cash and cash equivalents	**—**	(0.1)	0.4	
Net increase (decrease) in cash and cash equivalents	Net increase (decrease) in cash and cash equivalents	**$11.9**	$(10.9)	$8.5	

Cash Flows from Operating Activities

Our cash flows from operating activities primarily include net income adjusted for (i) non-cash items included in net income, such as provisions for credit losses, d
balances of operating assets and liabilities, which can vary significantly in the normal course of business due to the amount and timing of payments.

In 2023, the net cash provided by operating activities was primarily driven by cash generated from net income for the period and higher net operating liabilities, pr payable to merchants and an increase in the Membership Rewards liability related to growth in billed business.

In 2022, the net cash provided by operating activities was primarily driven by cash generated from net income for the period and higher net operating liabilities, re billed business.

In 2021, the net cash provided by operating activities was primarily driven by cash generated from net income for the period and higher net operating liabilities, re billed business.

Cash Flows from Investing Activities

Our cash flows from investing activities primarily include changes in Card Member loans and receivables, as well as changes in our available-for-sale investment

In 2022, the net cash used in investing activities was primarily driven by higher Card Member loan and receivable balances, resulting from higher Card Member sp

In 2021, 2023, the net cash used in investing activities was primarily driven by higher Card Member loan and receivable balances, resulting from higher Card Mem

In 2022, the net cash used in investing activities was primarily driven by higher Card Member loan and receivable balances, resulting from higher Card Member sp

Cash Flows from Financing Activities

Our cash flows from financing activities primarily include changes in customer deposits, long-term debt and short-term borrowings, as well as dividend payments a

In both 2023 and 2022, the net cash provided by financing activities was primarily driven by growth in customer deposits and net proceeds from debt, partially offs
In 2021, the net cash used in financing activities was primarily driven by share repurchases, net debt repayments, decreases in customer depos preferred shares.

69 70

RISK MANAGEMENT

GOVERNANCE

We use our comprehensive Enterprise-wide Risk Management (ERM) program to identify, aggregate, monitor, measure, report and manage risks. The program a headed by our Chief Risk Officer.

Risk management is overseen by our Board of Directors through three Board committees: the Risk Committee, the Audit and Compliance Committee, and the Co reports to the full Board regarding matters reviewed at their committee. The committees meet regularly in private sessions with our Chief Risk Officer, the Chief C risk profile and performance, controls, talent and capabilities. The Board monitors the “tone at the top,” our risk culture, and oversees emerging and strategic risks

We use our comprehensive Enterprise Risk Management (ERM) program to identify, aggregate, monitor, measure, report and manage risks. The program also de headed by our Chief Risk Officer. The Risk Committee reviews and concurs with the appointment, replacement, performance and compensation of our Chief Risk

The Risk Committee of our Board of Directors provides oversight of our ERM framework, processes and methodologies. The Risk Committee approves our ERM the individual and institutional levels), operational risk (e.g., operations and process, legal, conduct, third-party, information technology, information security, data r strategic and business risk, country risk and environmental, social and governance risk. emerging risks (e.g., climate risk). Risk appetite defines the authorized ris addition, it establishes principles for risk taking in the aggregate and for each risk type, and is supported by a comprehensive system for monitoring performance (

The Risk Committee reviews and concurs with On an ongoing basis, the appointment, replacement, performance and compensation of our Chief Risk Officer and

The Risk Committee reviews our risk profile against the tolerances specified in the Risk Appetite Framework, including significant risk exposures, risk trends in ou

The Risk Committee also provides oversight of our compliance with Regulatory capital and liquidity standards, and our Internal Capital Adequacy Assessment Pro

The Audit and Compliance Committee of our Board of Directors reviews and approves compliance policies, which include our Compliance Risk Tolerance Statem Management Program. More broadly, this committee is responsible for assisting the Board in its oversight responsibilities relating to the integrity of our financial st the independent registered public accounting firm and the performance of our internal audit services function, and the integrity of our systems of internal controls.

The Audit and Compliance Committee provides oversight of our Internal Audit Group. The Audit and Compliance Committee reviews and concurs with the appoin Committee, and approves Internal Audit’s annual audit plan, charter, policies, budget and staffing levels, and overall risk assessment methodology. The Audit and issued by Internal Audit and the status of our corrective actions.

The Compensation and Benefits Committee of our Board of Directors works with the Chief Risk Officer to ensure our overall compensation programs, as well as t is achieved without taking imprudent or excessive risk. Our Chief Risk Officer is actively involved in setting risk goals for the Company. Our Chief Risk Officer also meets with the Compensation and Benefits Committee and attests whether performance goals and results have been achieved without taking imprudent risks. Th pools and the compensation of senior executives.

70 71

There are several internal management committees, including the Enterprise Risk Management Committee (ERMC), chaired by our Chief Risk Officer. The ERMC oversight and risk appetite. It maintains the enterprise-wide risk appetite framework and monitors compliance with limits and escalations defined in it. The ERMC significant compliance matters, and provides guidance on the steps to monitor, control and report major risks. In addition, the Asset Liability Committee, chaired by asset/liability activities in accordance with our policies and in compliance with applicable regulatory requirements.

As defined in the ERM policy, we follow the "three lines of defense" approach to risk management. The first line of defense comprises functions and management Officer are part of the first line of defense. The second line comprises independent functions overseeing risk-taking activities of the first line. The Chief Risk Office and within regulated entities, are part of the second line of defense. The global risk oversight team oversees the policies, strategies, frameworks, models, process line of defense is managing risks. Our Internal Audit Group constitutes the third line of defense and provides independent assessments and effective challenge of

CREDIT RISK MANAGEMENT PROCESS

We define credit risk as loss due to default or changes in the credit quality of a customer, obligor or security. Our credit risks are divided into two broad categories individual or institutional credit risk exposures of significant importance are supported by dedicated risk management teams, each led by a Chief Credit Officer.

Individual Credit Risk

Individual credit risk arises from consumer and small business charge cards, credit cards, and term loans. These portfolios consist of millions of customers across driven by our brand, premium customer servicing, product features and risk management capabilities, which span underwriting, customer management and collec domestic product (GDP) growth.

The business unit leaders and their Chief Credit Officers take the lead in managing the credit risk process. These Chief Credit Officers are guided by the Individua Management Policy. The ICRC ensures compliance with ERMC guidelines and procedures and escalates to the ERMC as appropriate.

Credit risk management is supported by sophisticated proprietary scoring and decision-making models that use up-to-date information on prospects and custome decision logic for customer interactions to better serve our customers.

Institutional Credit Risk

Institutional credit risk arises principally within our CS, ICS and GMNS businesses, as well as investment and liquidity management activities. Unlike individual cre economic conditions and by client-specific events. The absence of large losses in any given year or over several years is not necessarily representative of the lev

71 72

Similar to individual credit risk, business units taking institutional credit risks are supported by Chief Credit Officers. These officers are guided by the Institutional R Risk Management Policy and for providing guidance to the credit officers of each business unit with substantial institutional credit risk exposures. The committee, implementation of the underwriting standards and contractual rights for risk mitigation, monitors risk exposures, and determines risk mitigation actions. The IRMC escalates them to the ERMC as appropriate. At the same time, the IRMC provides guidance to the business unit risk management teams to optimize risk-adjusted

Exposure to the Airline and Travel Industry

We have multiple important cobrand, rewards, merchant acceptance and corporate payments arrangements with airlines. The ERM program evaluates the risks p global airlines, and the travel industry more broadly, including cruise lines, travel agencies and tour operators. Our largest airline partner is Delta, and this relation redemption, merchant acceptance, travel and corporate payments. See "*We face intense competition for partner relationships, which could result in a loss or rene "Arrangements*"*Arrangements with our business partners represent a significant portion of our business. We are exposed to risks associated with our business pa the possible obligation to make payments to our partners*" under "Risk Factors" for additional information.

Debt Exposure

As part of our ongoing risk management process, we monitor our financial exposure to both sovereign and non-sovereign customers and counterparties, and mea focus area for monitoring is credit deterioration due to weaknesses in economic and fiscal profiles. We evaluate countries based on the market assessment of the deemed high risk. As of December 31, 2022 December 31, 2023, we considered our gross credit exposures to government entities, financial institutions and corpo

OPERATIONAL RISK MANAGEMENT PROCESS

We consider operational risk to be the risk of loss due to, among other things, inadequate or failed processes, people or information systems, or impacts from the parties. Operational risk is inherent in all business activities and can impact an organization through direct or indirect financial loss, brand damage, customer diss

To appropriately measure and manage operational risk, we have implemented a comprehensive operational risk framework that is defined in the Operational Risk Operational Risk Officer, coordinates with all control groups on effective risk assessments and controls. It also oversees the preventive, responsive and mitigation

We use the operational risk framework to identify, measure, monitor and report inherent and emerging operational risks. This framework, supervised by the ORMC enhancements, (c) key risk indicators, and (d) process and entity-level risk assessments.

The framework requires includes programs established for risk management activities related to processes and the assessment launch of new products and servic
events, (b) related control enhancements and (c) reporting of key trends and escalation of risks. Outcomes from the operational risk framework are discussed and
plan incorporated within our accountability to correct any defect, remediate customers, and enhance controls and testing to mitigate future issues. The impact is a
compensation.

Information Security and Cyber Security Cybersecurity

We define information security and cyber security cybersecurity risk as the risk that a security incident could impact the confidentiality, integrity or availability of Am
information. unintended access, use, disclosure, modification or destruction.

Our Technology Risk and Information Security (TRIS) program, which is our enterprise information security and cyber security cybersecurity program, is designed
information systems from against any anticipated threats or hazards to the security, confidentiality, integrity or availability of such information; and (iii) protect agai
harm or destruction. inconvenience to us, our colleagues or our customers. The program is built upon a foundation of advanced security technology, employs a we
Cybersecurity Framework. This consists of is designed to operate in alignment with global regulatory requirements. The TRIS program includes controls designed
continue to assess the risks and changes in the cyber environment, invest in enhancements to cyber security our cybersecurity capabilities and engage in industry
services cyber security cybersecurity ecosystem.

See "Cybersecurity" and "*"A major information or cyber security cybersecurity incident or an increase in fraudulent activity could lead to reputational damage to ou*
services" services" under "Risk Factors" for additional information.

Information Technology

We define information technology risk as the risk that events or circumstances could compromise the processing, stability, capacity, performance, or resilience of i

We manage information technology risk through our policies, procedures, governance structure, and control framework to preserve the confidentiality, integrity, an

See ""*The uninterrupted operation of our information systems is critical to our success and a significant disruption could have a material adverse effect on our bus*

Privacy

We define privacy risk as the risk of financial loss, reputational damage, or regulatory or legal action resulting from decisions related to the violation of applicable l
apply to the processing of personal data.

The Global Privacy Policy, which establishes the privacy framework and defines the American Express Data Protection & Privacy Principles, which governs the wa
Chaired by the Chief Privacy Officer, the Privacy Risk Management Committee, a sub-committee of the ORMC, provides oversight and governance for our privacy

Data Management and Governance

We define data management and governance risk as the risk of financial, reputational, and/or regulatory impacts due to inadequate data governance and/or data
throughout its lifecycle.

Our Enterprise Data Governance Policy establishes the framework for defining in-scope critical data and the requirements for managing such data effectively thro

Chaired by the Chief Data Officer, our Enterprise Data Committee, a sub-committee of the ERMC, provides governance and oversight for our enterprise-wide data

---

Third Party Risk

We define third party risk as the risk that relationships with third parties (including their significant subcontractors) create unexpected outcomes and deviations fro
and the ERMC. It sets forth the procurement, risk management, and contracting framework for managing third-party relationships commensurate with their risk an
reporting the risk associated with third parties through the life cycle of the relationships, which includes planning, due diligence and third-party selection, contractin

Conduct Risk

We define conduct risk as the risk that colleagues, intentionally or unintentionally, fail to fulfill their responsibilities to American Express, our customers, colleagues
regulations. Conduct issues also have the potential to increase several other risk types, including reputational risk, which may undermine the integrity and trust up

The Conduct Risk Management Policy is approved by the ERMC. It establishes the governance framework for conduct risk across the Company. The policy requi
of conduct issues. It also provides guidance on consequence management for any substantiated cases of misconduct. The Conduct Risk Committee oversees co

COMPLIANCE RISK MANAGEMENT PROCESS

We define compliance risk as the risk of legal or reputational harm, fines, monetary penalties and payment of damages or other forms of sanction as a result of nc standards.

We view our ability to effectively mitigate compliance risk as an important aspect of our business model. Our Global Compliance and Ethics organization is respor program, we seek to manage and mitigate compliance risk by assessing, controlling, monitoring, measuring and reporting the legal and regulatory risks to which v responsible for identifying, evaluating, managing, and escalating compliance risks. The CRMC has a dual reporting relationship directly to both the ERMC and the

We have a comprehensive Anti-Money Laundering program that monitors and reports suspicious activity to the appropriate government authorities. The program Audit Group reviews the processes for practices consistent with regulatory guidance.

REPUTATIONAL RISK MANAGEMENT PROCESS

We define reputational risk as the risk that negative stakeholder reaction to our products, services, client and partner relationships, business activities and policies coverage, a decline in revenue or investment, talent attrition, litigation, or government or regulatory scrutiny.

We view protecting our reputation for excellent customer service, trust, security and high integrity as core to our vision of providing the world's best customer expe

Our business leaders are responsible for considering the reputational risk implications of business activities and strategies and ensuring the relevant subject matt the scope of appropriate subordinate risk policies and committees and properly reflected in all decisions escalated to the ERMC.

74 75

MARKET RISK MANAGEMENT PROCESS

We define market risk as the risk to earnings or asset and liability values resulting from movements in market prices. Our market risk exposures include (i) interes investment securities) and the interest rates on our liabilities (such as debt and deposits) and (ii) foreign exchange risk related to transactions, funding, investmen

Our risk policies establish the framework that guides and governs market risk management, including quantitative limits and escalation triggers. These policies are

Market risk is managed by the Market Risk Management Committee. The Market Risk Oversight Officer provides an independent risk assessment and oversight c compliance with associated regulatory requirements. Market risk management is also guided and governed by policies covering the use of derivative financial inst

Interest Rate Risk

We analyze a variety of interest rate scenarios to inform us of the potential impacts from interest rate changes on earnings and the value of assets, liabilities and t proportion of our total funding provided by variable and fixed-rate debt and deposits compared to our Card Member loans and receivables. Interest rate swaps are to the "Consolidated Financial Statements" for further discussion of our derivative financial instruments.

As To measure the sensitivity of December 31, 2022, a hypothetical, immediate 100 basis point increase in market interest rates would have a detrimental impact projects project net interest income over the following twelve-month time horizon considering forecasted business growth and anticipated future market interest ra anticipated future interest rates by 100 basis points. the amounts set forth in Table 23 below. Our current net interest income sensitivity analysis shows higher inte interest-rate sensitive assets and liabilities that reprice within the twelve-month horizon generally reprice by the same magnitude, subject to applicable interest rat deposits reprice at lower magnitudes than benchmark rate movements, and the magnitude of this repricing in turn depends could depend on, among other factors industry and within our own portfolio. Actual changes in our net interest income will depend on many factors, and therefore may differ from our estimated risk to ch

TABLE 23: SENSITIVITY ANALYSIS OF INTEREST RATE CHANGES ON ANNUAL NET INTEREST INCOME AS OF DECEMBER 31, 2023

(Millions)					Instantaneous Parallel Rat
	+200bps		+100bps		
	$	(276)	$	(105)	

(a) Negative values represent a reduction in net interest income.

We use economic value of equity to inform us of the potential impacts from interest rate changes on the net present value of our assets and liabilities under a vari and does not incorporate projected changes in our balance sheet. Key assumptions used in this calculation include the term structure of interest rates, as well as calculated under multiple interest rate scenarios, including baseline and immediate upward and immediate downward interest rate shocks, to assess its sensitivity decreases in a declining interest rate scenario and increases in an increasing interest rate scenario. The level of this sensitivity is managed within board-approvec

Foreign Exchange Risk

Foreign exchange exposures arise in four principal ways: (1) Card Member spending in currencies that are not the billing currency, (2) cross-currency transactions subsidiaries, and (4) revenues generated and expenses incurred in foreign currencies, which impact earnings.

These foreign exchange risks are managed primarily by entering into foreign exchange spot transactions or hedged with foreign exchange forward contracts wher movements in the period in which they occur. As of December 31, 2022 December 31, 2023, foreign currency derivative instruments with total notional amounts o

75 76

With respect to Card Member spending and cross-currency transactions, including related foreign exchange forward contracts outstanding, the impact of a hypoth
2022 December 31, 2023. With respect to translation exposure of foreign subsidiary equity balances, including related foreign exchange forward contracts outstan
comprehensive income and equity as of December 31, 2022 December 31, 2023. With respect to anticipated earnings denominated in foreign currencies for the n
be approximately $153 million $242 million as of December 31, 2022 December 31, 2023.

To a much lesser extent, we are also subject to market risk arising from activities conducted by our Foreign Exchange International Payments business. We aim t

The actual impact of interest rate and foreign exchange rate changes will depend on, among other factors, the timing of rate changes, the extent to which differen
of our hedging activities and changes in the volume and mix of our businesses.

FUNDING & LIQUIDITY RISK MANAGEMENT PROCESS

We define funding and liquidity risk as our inability to meet our ongoing financial and business obligations at a reasonable cost as they become due.

Our Board-approved Liquidity Risk Policy establishes the framework that guides and governs liquidity risk management.

Funding and liquidity risk is managed by the Funding and Liquidity Committee. To manage this risk, we seek to maintain access to a diverse set of cash, readily-m
expected future financing obligations for at least a twelve-month period in the under a variety of adverse circumstances. These include, but are not limited to, an e
economic conditions. We consider the trade-offs between maintaining too much liquidity, which can be costly and limit financial flexibility, and having inadequate li

Funding and liquidity risk is managed at an aggregate consolidated level as well as at certain subsidiaries in order to ensure that sufficient and accessible liquidity
positions and financing requirements, approves funding plans designed to satisfy those requirements under normal and stressed conditions, establishes guideline

Our liquidity risk management processes are designed in alignment with regulatory guidelines. As discussed in more detail under “Supervision and Regulation —
Category III firm in 2024 under U.S. federal bank regulatory agencies’ rules that tailor the application of enhanced prudential standards, which would result in heig

MODEL RISK MANAGEMENT PROCESS

We define model risk as the risk of adverse consequences, such as financial loss, poor business and strategic decision making, damage to our reputation or custo

The Enterprise-Wide Model Risk Policy establishes the comprehensive framework for governing model risk. This policy is approved by the ERMC. The comprehe
validation, model risk reporting and change management capabilities that seek to minimize erroneous model methodology, outputs, and misuse. We also assess r
addition, we utilize artificial intelligence and machine learning (AI/ML) models for a variety of business use cases. We perform extensive reviews and testing to re

---

STRATEGIC AND BUSINESS RISK MANAGEMENT PROCESS

We define strategic and business risk as the risk related to our inability to achieve our business objectives due to poor strategic decisions, including decisions rela
products and services.

Strategic decisions are reviewed and approved by business leaders and various committees and must be aligned with company policies. We seek to manage stra
over business goals. Existing product performance is reviewed periodically by committees and business leaders. Mergers, acquisitions and divestitures can only b
and oversight leaders provided to the Chief Risk Officer and approval by either the Chief Risk Officer or appropriate risk committees. All new and material change
committees.

COUNTRY RISK MANAGEMENT PROCESS

We define country risk as the risk that economic, social, and/or political conditions and events in a country present. They might adversely impact us, primarily as a

We manage country risk as part of the normal course of business. Policies and procedures establish country risk escalation thresholds to control and limit exposu

ENVIRONMENTAL, SOCIAL AND GOVERNANCE (ESG) AND CLIMATE-RELATED RISK

Environmental, social and governance (ESG) risks, with an emphasis on climate-related risk, are currently identified as an “emerging risk” within our risk governar
include extensive changes pertaining to policy, legal, technology, market and reputational risks, and (2) risks related to the physical impacts of climate change, typ
floods) and chronic physical risk risks which are longer-term shifts in climate patterns (e.g., sea level rise, chronic heat waves). Such transition and physical risk ev

Climate-related risk is interconnected and overarching across all risk types as it may manifest as credit risk, operational risk, market risk, liquidity risk or other risk
performing a risk identification process for climate-related risk to determine the meaningfulness and measurability of the risk. Furthermore, ESG risks, with an em

---

CRITICAL ACCOUNTING ESTIMATES

Refer to Note 1 to the “Consolidated Financial Statements” for a summary of our significant accounting policies. Certain of our accounting policies requiring signifi

RESERVES FOR CARD MEMBER CREDIT LOSSES

Reserves for Card Member credit losses represent our best estimate of the expected credit losses in our outstanding portfolio of Card Member loans and receivab lifetime expected credit losses by incorporating historical loss experience, as well as current and future economic conditions over a reasonable and supportable p

In estimating expected credit losses, we use a combination of statistically based models and analysis of the results produced by these models to determine the qu qualitative components entail a significant amount of judgment. The primary areas of judgment used in measuring the quantitative components of our reserves rel methodology to incorporate current and future economic conditions. We use these models and assumptions, combined with historical loss experience, to determin credit losses for the R&S Period. The qualitative component is intended to capture expected losses that may not have been fully captured in the quantitative comp portfolio characteristics and trends, which consequentially may increase or decrease the reserves for Card Member credit losses.

The R&S Period, which is approximately three years, represents the maximum time-period beyond the balance sheet date over which we can reasonably estimate economic conditions. Card Member loan products do not have a contractual term and balances can revolve if minimum required payments are made, causing sor we immediately revert to long-term average loss rates. Card Member receivable products are contractually required to be paid in full; therefore, we have assumed

Within the R&S Period, our models use past loss experience and current and future economic conditions to estimate the probability of default, exposure at default Card Member payments to the reporting period balances when determining the exposure at default. The nature of revolving loan products inherently includes a re payments are either partially or entirely attributable to the existing balance at the end of the reporting period. Using historical customer behavior and other factors, and future spend. We then allocate a portion of the payment to the estimated higher minimum payment amount due because of any future spend. Any remaining p

CECL requires that the R&S Period include an assumption about current and future economic conditions. We incorporate multiple macroeconomic scenarios prov reviewed each period and weighted to reflect management's management’s judgment about uncertainty surrounding these scenarios. These macroeconomic scer

78 79

Macroeconomic Sensitivity

To demonstrate the sensitivity of estimated credit losses to the macroeconomic scenarios, we compared our modeled estimates under a baseline scenario to that change in weighting from the baseline scenario to the pessimistic downside scenario, the estimated credit losses increased by approximately $120 million $160 m

The modeled estimates under these scenarios were influenced by the duration, severity and timing of changes in economic variables within each scenario and the estimated credit losses. It is difficult to estimate how potential changes in specific factors might affect the estimated credit losses, and current results may not be in

In addition, this sensitivity analysis relates only to the modeled credit loss estimates under two scenarios without considering management’s judgment on the relat balance sheet date, or any potential changes in other adjustments to the quantitative reserve component or the impact of management judgment for the qualitativ analysis are hypothetical and are not intended to estimate or reflect our expectations of any changes in the overall reserves for credit losses due to changes in the

Refer to Note 3 to the “Consolidated Financial Statements” for further information on the range of macroeconomic scenario key variables used, in conjunction with

The process of estimating these reserves requires a high degree of judgment. To the extent our expected credit loss models are not indicative of future performan provisions for credit losses in any period.

79 80

LIABILITY FOR MEMBERSHIP REWARDS

The Membership Rewards program is our largest card-based rewards program. Card Members can earn points for purchases charged on their enrolled card prod merchants in particular industry categories. Membership Rewards points are redeemable for a broad variety of rewards, including, but not limited to, travel, shopp Card Member may earn. Membership Rewards expense is driven by charge volume on enrolled cards, customer participation in the program and contractual arra

We record a Membership Rewards liability that represents our best estimate of the cost of points earned that are expected to be redeemed by Card Members in th earned and redeemed, and the associated redemption costs. We estimate the Membership Rewards liability by determining the URR and the weighted average c Statements” for additional information.

The URR assumption is used to estimate the number of points earned by current enrollees that will ultimately be redeemed in future periods. We use statistical ar card product type, enrollment tenure, card spend levels and credit attributes. The WAC per point assumption is used to estimate future redemption costs and is pr program changes. The WAC per point assumption is derived from 12 months of redemptions and is adjusted as appropriate for certain changes in redemption cos

We periodically evaluate our liability estimation process and assumptions based on developments changes in redemption patterns, cost per point redeemed, partr changes in redemption options and mix of proprietary cards-in-force.

The process of estimating the Membership Rewards liability includes a high degree of judgment. Actual redemptions and associated redemption costs could diffe

Changes in the Membership Rewards URR and WAC per point have the effect of either increasing or decreasing the liability through the current period Membersh current enrollees as of the end of the reporting period. As of December 31, 2022 December 31, 2023, an increase in the estimated URR of current enrollees of 25 million $179 million. Similarly, an increase in the WAC per point of 1 basis point would increase the Membership Rewards liability and corresponding rewards expe

GOODWILL RECOVERABILITY

Goodwill represents the excess of acquisition cost of an acquired business over the fair value of assets acquired and liabilities assumed. Goodwill is not amortize changes in the business climate, that would more likely than not reduce the fair value of the reporting unit below its carrying value. Our methodology for conductin

We have the option to initially perform an assessment of qualitative factors in order to determine whether it is more likely than not that the fair value of a reporting industry and market considerations, cost factors, overall financial performance of the reporting unit and other company and reporting unit-specific events. If we de the impairment evaluation using a more detailed quantitative assessment. We could also directly perform this quantitative assessment for any reporting unit, bypa

Our methodology for conducting the quantitative goodwill impairment testing is fundamentally based on the measurement of fair value for our reporting units, whic approach (discounted cash flows) and market approach (market multiples) in estimating the fair value of our reporting units.

When preparing discounted cash flow models under the income approach, we estimate future cash flows using the reporting unit's internal multi-year forecast, an economic conditions. To discount these cash flows we use our expected cost of equity, determined using a capital asset pricing model. When using the market me our reporting units' operating results. The judgment in estimating forecasted cash flows, discount rates and market comparables is significant, and imprecision co

We could be exposed to an increased risk of goodwill impairment if future operating results or macroeconomic conditions differ significantly from management's c

INCOME TAXES

We are subject to the income tax laws of the United States, its states and municipalities and those of the foreign jurisdictions in which we operate. These tax laws establishing a provision for income tax expense, we must make judgments about the application of inherently complex tax laws.

Unrecognized Tax Benefits

We establish a liability for unrecognized tax benefits, which are the differences between a tax position taken or expected to be taken in a tax return and the benefi

In establishing a liability for an unrecognized tax benefit, assumptions may be made in determining whether, and the extent to which, a tax position should be sus taxing authority, based on its technical merits. The amount of tax benefit recognized is the largest benefit that we believe is more likely than not to be realized on benefits, as appropriate.

Tax benefits ultimately realized can differ from amounts previously recognized due to uncertainties, with any such differences generally impacting the provision fo

Deferred Tax Asset Realization

Deferred tax assets and liabilities are determined based on the differences between the financial statement and tax bases of assets and liabilities using the enact

Since deferred taxes measure the future tax effects of items recognized in the Consolidated Financial Statements, certain estimates and assumptions are require realized. In making this assessment, we analyze and estimate the impact of future taxable income, reversing temporary differences and available tax planning str

Changes in facts or circumstances can lead to changes in the ultimate realization of deferred tax assets due to uncertainties.

OTHER MATTERS

As previously disclosed, we identified during an internal review that over time certain current and former U.S. Card Members with multiple cards were the fourth quarter of 2022, which resulted in an immaterial impact to our Consolidated Financial Statements for the year ended December 31, 2022.

RECENTLY ISSUED ADOPTED AND ADOPTED ISSUED ACCOUNTING STANDARDS

Refer to the Recently Issued Adopted and Adopted Issued Accounting Standards section of Note 1 to the "Consolidated Financial Statements."

GLOSSARY OF SELECTED TERMINOLOGY

Adjusted net interest income — A non-GAAP measure that represents net interest income attributable to our Card Member loans (which includes, on a GAAP bas our Card Member loans.

Airline-related volume Airline spend — Represents spend at airlines as a merchant, which is included within T&E-related volume. &E spend.

Allocated service costs — Represents salaries and benefits associated with our technology and customer servicing groups, allocated based on activities directly a operating segments based on their relative levels of revenue and Card Member loans and receivables.

Asset securitizations — Asset securitization involves the transfer and sale of loans or receivables to a special-purpose entity created for the securitization activity, the transferred loans and receivables. The trust uses the proceeds from the sale of such securities to pay the purchase price for the transferred loans or receivabl assets and the securities issued by the Trusts are reported as liabilities on our Consolidated Balance Sheets.

Average discount rate — This calculation is generally designed to reflect the average pricing at all merchants accepting American Express cards and represents t parties on our behalf, net of amounts retained by such third parties. The average discount rate, together with billed business, drive our discount revenue.

Billed business (Card Member spending) — Represents transaction volumes (including cash advances) on payment products issued by American Express.

Capital ratios — Represents the minimum standards established by regulatory agencies as a measure to determine whether the regulated entity has sufficient ca under “Consolidated Capital Resources and Liquidity” Liquidity — Capital Strategy” above for further related definitions under Basel III.

Card Member — The individual holder of an issued American Express-branded card.

Card Member loans — Represents revolve-eligible transactions on our card products, as well as any interest charges and associated card-related fees.

Card Member receivables — Represents transactions on our card products and card related fees that need to be paid in full on or before the Card Member's Mem

Cards-in-force — Represents the number of cards that are issued and outstanding by American Express (proprietary cards-in-force) and cards issued and outstar network partners that had no out-of-store spending activity during the prior twelve months. *Basic cards-in-force* excludes supplemental cards issued on consumer

Charge cards — Represents cards that generally carry no pre-set spending limits and are primarily designed as a method of payment and not as a means of finar likely economics reflecting a Card Member’s most recent credit information and spend patterns. Charge Card Members must pay the full amount of balances bille such as Pay Over Time and Plan It, that allow Card Members to pay for eligible purchases with interest over time.

82 83

Cobrand cards — Cards Represents cards issued under cobrand agreements with selected commercial partners. Pursuant to the cobrand agreements, we make corresponding rewards earned on such spending and, under certain arrangements, on the number of accounts acquired and retained. The partner is then liable fo

Credit cards — Represents cards that have a range of revolving payment terms, structured payment features (e.g. Plan It), grace periods, and rate and fee structu

Discount revenue — Discount revenue represents Represents the amount we earn and retain from the merchant payable for facilitating transactions between Car

Goods and & Services (G&S)-related volume spend — Includes spend in merchant categories other than T&E-related merchant categories, which includes B2B s

Interest expense — Includes interest incurred primarily to fund Card Member loans and receivables, general corporate purposes and liquidity needs. Interest expe customers and institutions, and (ii) debt, which primarily relates to interest expense on our long-term financing and short-term borrowings, (e.g., commercial paper hedging interest rate risk on our long-term debt.

Interest income — Includes (i) interest on loans, (ii) interest and dividends on investment securities and (iii) interest income on deposits with banks and other.

Interest on loans — Assessed using the average daily balance method for Card Member loans. Unless the loan is classified as non-accrual, interest is recognized outstanding balance is paid or written off.

Interest and dividends on investment securities — Primarily relates to our performing fixed-income securities. Interest income is recognized using the effective inte return is recognized on the outstanding balance of the related investment security throughout its term. Amounts are recognized until securities are in default or wh

Interest income on deposits with banks and other — Primarily relates to the placement of cash in excess of near-term funding requirements in interest-bearing tim

Loyalty coalitions — Programs that enable consumers to earn rewards points and use them to save on purchases from a variety of participating merchants throug to us for the cost of rewards points; we earn revenue from operating the loyalty platform and by providing marketing support.

Net card fees — Represents the card membership fees earned during the period recognized as revenue over the covered card membership period (typically one y

Net interest yield on average Card Member loans — A non-GAAP measure that is computed by dividing adjusted net interest income by average Card Member lo provision for credit losses and are thus not included in the net interest yield calculation.

Net write-off rate — principal only — Represents the amount of proprietary consumer or small business Card Member loans or receivables written off, consisting o balance during the period.

Net write-off rate — principal, interest and fees — Includes, in the calculation of the net write-off rate, amounts for interest and fees in addition to principal for Card

Network volumes — Represents the total of billed business and processed volumes.

Operating expenses — Represents salaries and employee benefits, professional services, data processing and equipment, and other expenses.

83 84

Processed revenue — Represents revenues related to network partnership agreements, comprising royalties, fees and amounts earned for facilitating transaction
facilitated by American Express.

Processed volumes — Represents transaction volumes (including cash advances) on cards issued under network partnership agreements with banks and other i

Reserve build (release) — Represents the portion of the provisions for credit losses for the period related to increasing or decreasing reserves for credit losses as
portfolios. Reserve build represents the amount by which the provision for credit losses exceeds net write-offs, while reserve release represents the amount by wh

T&E-related volume &E spend — Represents spend on travel and entertainment, which primarily includes airline, cruise, lodging and dining merchant categories.

84 85

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This report includes forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, which are subject to risks and uncertai
performance, among other matters, contain words such as “believe,” “expect,” “anticipate,” “intend,” “plan,” “aim,” “will,” “may,” “should,” “could,” “would,” “likely,” “e
forward-looking statements, which speak only as of the date on which they are made. We undertake no obligation to update or revise any forward-looking stateme
limited to, the following:

- our ability to grow earnings per share in the future, which will depend in part on revenue growth, credit performance and the effective tax rate remaining consi
(including our brand, value propositions, customers, colleagues, marketing, technology and coverage), controlling operating expenses, effectively managing ri
identified in the subsequent paragraphs as well as the following: fiscal and monetary policies and macroeconomic conditions, such as recession risks, change
supply chain issues, energy costs and the continued effects of the pandemic; fiscal and monetary policies; geopolitical instability, including the ongoing militar
of any future contingencies, including, but not limited to, restructurings, investment gains or losses, impairments, changes in reserves, legal costs and settlem
investment gains or losses, restructurings, impairments and changes in reserves; issues impacting brand perceptions and our reputation; impacts related to n
litigation, which could affect the profitability of our business activities, limit our ability to pursue business opportunities, require changes to business practices
- our ability to grow revenues net of interest expense and the sustainability of our future growth, which could be impacted by, among other things, the factors id
not being consistent with expectations, including T&E spend growing slower than expected, further slowing in spend by U.S. small and mid-sized enterprise o
spending volumes; the strengthening of the U.S. dollar beyond expectations; changes in foreign currency exchange rates; an inability to address competitive p
our differentiated business model, attract customers across generations and services age cohorts, including Millennial and Gen Z customers and implement s
merchant network; the continued effects of the COVID-19 pandemic, including the spread and severity end of the virus, moratorium on student loan repaymen
containment measures and the lingering impacts on customer behaviors, spending and travel patterns, any one of which could further exacerbate the effects c
by a greater or lesser amount than expected;
- net card fees not performing consistently with expectations, which could be impacted by, among other things, a deterioration in macroeconomic conditions im
Member acquisition activity; activity and demand for our fee-based products; and our inability to address competitive pressures, develop attractive premium va
continuing to innovate with respect to our products;
- net interest income, the effects of changes in interest rates and the growth rate of loans and Card Member receivables outstanding, and the portion of which t
behavior and financial strength of Card Members and their actual spending, borrowing and paydown patterns; our ability to effectively manage risk and enhan
or liabilities differently than expected; changes in capital and credit market conditions and the availability and cost of capital; credit actions, including line size
expectations; our deposit levels or the interest rates we offer on deposits changing from current expectations; and the effectiveness of our strategies to captur
- future credit performance, the level of future delinquency, reserve and write-off rates and the amount and timing of future reserve builds and releases, which w
and willingness of Card Members to pay amounts owed to us; changes in consumer behavior that affect loan and receivable balances (such as paydown and
programs and the performance of accounts as they exit from such programs; collections capabilities and recoveries of previously written-off loans and receiva
debt collections efforts and encouraging or requiring extensions, modifications or forbearance;
- the actual amount we spend on marketing in the future, which will be based in part on continued changes in the macroeconomic and competitive environment
in revenue; the effectiveness of management's investment optimization process, management’s identification and assessment of attractive investment opport

85

Members and prospective customers to advertising and customer acquisition initiatives and our ability to balance expense control and investments in the busi

- the actual amount to be spent on Card Member rewards and services and business development, and the relationship of these variable customer engagemer behavior as it relates to their spending patterns (including the level of spend in bonus categories), the redemption of rewards and offers (including travel reder

86

related to reward point redemptions; higher-than-expected customer remediation expenses; inflation; further enhancements to product benefits to make them renegotiated contractual obligations with business partners; and the pace and cost of the expansion of our global lounge collection;

- the actual amount we spend on marketing in the future, which will be based in part on continued changes in the macroeconomic and competitive environment of management's investment optimization process; management's identification and assessment of attractive investment opportunities; management's ability prospective customers to advertising and customer acquisition initiatives; our ability to realize marketing efficiencies and balance expense control and investm
- our ability to control operating expenses, including relative to future revenue growth, and the actual amount we spend on operating expenses in the future, wh respect to an increased colleague headcount; talent; a persistent inflationary environment; our ability to realize operational efficiencies, including through auto development, sales force, premium servicing and digital capabilities depending on overall business performance; our ability to innovate efficient channels of c restructuring activity; supply chain issues; fraud costs; information security or compliance expenses or and consulting, legal and other professional services fe and related expenses; expenses, including the completion of our sale of Accertify Inc.; information or cyber security cybersecurity incidents; the payment of civ performance of Amex Ventures and other of our investments; impairments of goodwill or other assets; and the impact of changes in foreign currency exchang
- our tax rate not remaining consistent with expectations, which could be impacted by, among other things, further changes in tax laws and regulation (or relate geographic mix of income, unfavorable tax audits and other unanticipated tax items;
- changes affecting our plans regarding the return of capital to shareholders, including increasing the level of our dividend, which will depend on factors such as rulemakings and guidance from the Federal Reserve; Reserve and other banking regulators, including changes to regulatory capital requirements, such as fin financial condition; our credit ratings and rating agency considerations; required Company approvals; and the economic environment and market conditions ir
- changes affecting the expected timing for closing the sale of Accertify Inc., the amount of the potential gain we recognize upon the closing and the portion of s consultation requirements, the execution of ancillary agreements, the cost and availability of financing for the purchaser to fund the transaction and the potent strategies and business initiatives;
- changes in the substantial and increasing worldwide competition in the payments industry, including competitive pressure that may materially impact the price new and existing cobrand relationships, competition with respect to new products, services and technologies, competition from new and non-traditional compe
- our ability to expand our leadership in the premium consumer space, which will be impacted in part by competition, brand perceptions (including perceptions r that appeal to Card Members and new customers, offer attractive services and rewards programs and build greater customer loyalty, which will depend in par development, Card Member acquisition efforts and enrollment processes, including through digital channels, continuing to realize the benefits from strategic p
- our ability to build on our leadership in commercial payments, which will depend in part on competition, the willingness and ability of companies to use credit a financing needs, perceived or actual difficulties and costs related to setting up card-based B2B payment platforms, our ability to offer attractive value propositi build out a multi-product digital ecosystem to integrate our broad product set, which is dependent on our continued investment in capabilities, features, functio
- our ability to expand merchant coverage globally and our success, as well as the success of OptBlue merchant acquirers processors and network partners, in to merchants and merchant acquirers for card acceptance, the awareness and willingness of Card

87

Members to use American Express cards at merchants, scaling marketing and expanding programs to increase card usage, identifying new-to-plastic industri coverage in priority international cities and countries and key industry verticals, and executing on our plans in China and for continued technological developm

- our ability to stay on the leading edge of technology successfully invest in and compete with respect to technological developments and digital payment and tr developing new features in the Amex app and enhancing our digital channels, building partnerships and executing programs with other companies, effectively needs, and supporting the

86

use of our products as a means of payment through online and mobile channels, all of which will be impacted by investment levels, new product innovation ar

- our ability to grow internationally, which could be impacted by regulation and business practices, such as those capping interchange or other fees, mandating businesses; our inability to tailor products and services to make them attractive to local customers; competitors with more scale, local experience and establis

acquiring Card Members and/or merchants; political or economic instability or regional hostilities, including as a result of the war in Ukraine and related geopo
local customers; and competitors with more scale and experience and more established relationships with relevant customers, regulators and industry particip

- a failure in or breach of our operational or security systems, processes or infrastructure, or those of third parties, including as a result of cyberattacks, which c acceptance of American Express cards and lead to regulatory scrutiny, litigation, remediation and response costs, and reputational harm;
- changes in capital and credit market conditions, which may significantly affect our ability to meet our liquidity needs and expectations regarding capital ratios;
- our funding plan being implemented in a manner inconsistent with current expectations, which will depend on various factors such as future business growth, changes, our ability to securitize and sell loans and receivables and the performance of loans and receivables previously sold in securitization transactions;
- our ability to implement our ESG strategies and initiatives, which depend in part on the amount and efficacy of our investments in product innovations, market preferences and behaviors; and the cost and availability of solutions for a low carbon economy;
- legal and regulatory developments, which could affect the profitability of our business activities; limit our ability to pursue business opportunities or conduct bu Members, partners, merchants and other third parties, including our ability to continue certain cobrand relationships in the EU; exert further pressure on the m regulatory oversight and compliance, litigation-related settlements, judgments or expenses, restitution to Card Members or the imposition of fines or civil mon result in harm to the American Express brand;
- changes in the financial condition and creditworthiness of our business partners, such as bankruptcies, restructurings or consolidations, including of cobrand p financial institutions that we rely on for routine funding and liquidity, which could materially affect our financial condition or results of operations; and
- factors beyond our control such as a global economic and business conditions, consumer and business spending generally, unemployment rates, geopolitical future waves of COVID-19 cases, the severity and contagiousness of new variants, adverse developments affecting third parties, including other financial insti telecommunications, health pandemics, terrorism and other catastrophic events, any of which could significantly affect demand for and spending on American results of operations or disrupt our global network systems and ability to process transactions.

A further description of these uncertainties and other risks can be found in “Risk Factors” above and our other reports filed with the SEC.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Refer to “Risk Management” under “MD&A” for quantitative and qualitative disclosures about market risk.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

MANAGEMENT’S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING

Our management is responsible for establishing and maintaining adequate internal control over financial reporting.

Our internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparati States of America (GAAP), and includes those policies and procedures that:

- Pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect our transactions and dispositions of assets;
- Provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with GAAP and that ou
- Provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of our assets that could have a material

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effective that the degree of compliance with the policies or procedures may deteriorate.

Our management assessed the effectiveness of our internal control over financial reporting as of December 31, 2022 December 31, 2023. In making this assessm Commission (COSO) in Internal Control —Integrated Framework (2013).

Based on management’s assessment and those criteria, we conclude that, as of December 31, 2022 December 31, 2023, our internal control over financial report

PricewaterhouseCoopers LLP, our independent registered public accounting firm, has issued an audit report appearing on the following page on the effectiveness

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Shareholders of American Express Company

Opinions on the Financial Statements and Internal Control over Financial Reporting

We have audited the accompanying consolidated balance sheets of American Express Company and its subsidiaries (the "Company") as of December 31, 2022 D
shareholders' equity and of cash flows for each of the three years in the period ended December 31, 2022 December 31, 2023, including the related notes (collect
financial reporting as of December 31, 2022 December 31, 2023, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the Co

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of Decembe
years in the period ended December 31, 2022 December 31, 2023 in conformity with accounting principles generally accepted in the United States of America. Als
December 31, 2022 December 31, 2023, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the COSO.

Change in Accounting Principle

As discussed in Note 1 to the consolidated financial statements, the Company changed the manner in which it accounts for credit losses on certain financial instru

Basis for Opinions

The Company's management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for it
Report on Internal Control Over Financial Reporting. Our responsibility is to express opinions on the Company's consolidated financial statements and on the Con
Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U
PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assu
and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the consolidated financial statements included performing procedures to assess the risks of material misstatement of the consolidated financial state
examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the acco
consolidated financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporti
internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We be

89 90

Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the
company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, a
assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles,
and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of th

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effective
that the degree of compliance with the policies or procedures may deteriorate.

Critical Audit Matters

The critical audit matters communicated below are matters arising from the current period audit of the consolidated financial statements that were communicated
consolidated financial statements and (ii) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does
communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

Reserves for Credit Losses on Card Member Loans

As described in Note 3 to the consolidated financial statements, reserves for credit losses on Card Member loans represent management's estimate of the expect
for credit losses on Card Member loans was $3.7 billion $5.1 billion as of December 31, 2022 December 31, 2023. Management estimates lifetime expected credit
and supportable period (R&S Period) beyond the balance sheet date. As disclosed by management, in estimating expected credit losses, management uses a co
measuring the quantitative components of the Company's reserves relate to the determination of the appropriate R&S Period, the modeling of the probability of ar
these models and assumptions, combined with historical loss experience, to determine the reserve rates that are applied to the outstanding loan balances to prod
current and future economic conditions to estimate the probability of default, exposure at default and expected recoveries to estimate net losses at default. Beyon
Management also estimates the likelihood and magnitude of recovery of previously written off loans considering how long ago the loan was written off and future e
expected but may not be adequately represented in the quantitative methods or the economic assumptions. The qualitative reserves address possible limitations
nature and size of the portfolio, portfolio concentrations, the volume and severity of past due accounts, or management risk actions.

The principal considerations for our determination that performing procedures relating to the reserves for credit losses on Card Member loans is a critical audit ma
management, which in turn led to a high degree of auditor judgment, subjectivity and effort in performing procedures and evaluating audit evidence relating to the
used to estimate expected credit losses beyond the R&S Period and (ii) the audit effort involved the use of professionals with specialized skill and knowledge.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial s Member loans. These procedures also included, among others, testing management's process for estimating the reserves for credit losses on Card Member loans significant inputs and (iii) evaluating the reasonableness of certain qualitative reserves and significant assumptions used to estimate the reserves. Professionals w

were used to assist in evaluating the appropriateness of management's methodology and the reasonableness of certain qualitative reserves and certain significan Period.

Membership Rewards Liability

As described in Note 9 to the consolidated financial statements, the Membership Rewards liability represents management's estimate of the cost of Membership R billion $13.7 billion as of December 31, 2022 December 31, 2023. The weighted average cost (WAC) per point and the Ultimate Redemption Rate (URR) are key a estimate the number of points earned that will ultimately be redeemed in future periods. Management uses statistical and actuarial models to estimate the URR ba point assumption is derived from 12 months of redemptions and is adjusted as appropriate for certain changes in redemption costs that are not representative of f

The principal considerations for our determination that performing procedures relating to the Membership Rewards liability is a critical audit matter are (i) the estim subjectivity and effort in performing procedures and evaluating the audit evidence relating to the models, significant inputs and assumptions used by managemen

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial s Rewards liability, including the URR and WAC assumptions. These procedures also included, among others, (i) testing the completeness and accuracy of significa product type, enrollment tenure, and card spend levels, (ii) the involvement of professionals with specialized skill and knowledge to assist in developing an indepe its reasonableness and (iii) comparing our independently calculated Membership Rewards liability to management's estimate.

/s/ PricewaterhouseCoopers LLP

New York, New York

February 10, 2023 9, 2024

We have served as the Company's auditor since 2005.

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

CONSOLIDATED STATEMENTS OF INC

Year Ended December 31 *(Millions, except per share amounts)*	Year Ended December 31 *(Millions, except per share amounts)*	**2022**	2021	2020	Year Ended December 31 *(Millions, except per share amounts)*
Revenues	**Revenues**				
Non-interest revenues	Non-interest revenues				
Non-interest revenues					
Non-interest revenues					

Discount revenue

Discount revenue

Discount revenue	Discount revenue	**$30,739**	$24,563	$19,435
Net card fees	Net card fees	**6,070**	5,195	4,664
Service fees and other revenue	Service fees and other revenue	**4,521**	3,316	2,702
Processed revenue	Processed revenue	**1,637**	1,556	1,301
Total non-interest revenues	Total non-interest revenues	**42,967**	34,630	28,102
Interest income	**Interest income**			
Interest on loans	Interest on loans	**11,967**	8,850	9,779

Interest on loans

Interest on loans

Interest and dividends on investment securities	Interest and dividends on investment securities	**96**	83	127
Deposits with banks and other	Deposits with banks and other	**595**	100	177
Total interest income	Total interest income	**12,658**	9,033	10,083
Interest expense	**Interest expense**			

Deposits

Deposits

Deposits	Deposits	**1,527**	458	943
Long-term debt and other	Long-term debt and other	**1,236**	825	1,155
Total interest expense	Total interest expense	**2,763**	1,283	2,098
Net interest income	Net interest income	**9,895**	7,750	7,985
Total revenues net of interest expense	Total revenues net of interest expense	**52,862**	42,380	36,087
Provisions for credit losses	**Provisions for credit losses**			
Card Member receivables	Card Member receivables	**627**	(73)	1,015

Card Member receivables

Card Member receivables

Card Member loans	Card Member loans	**1,514**	(1,155)	3,453
Other	Other	**41**	(191)	262
Total provisions for credit losses	Total provisions for credit losses	**2,182**	(1,419)	4,730
Total revenues net of interest expense after provisions for credit losses	Total revenues net of interest expense after provisions for credit losses	**50,680**	43,799	31,357
Expenses	**Expenses**			
Card Member rewards				
Card Member rewards				
Card Member rewards	Card Member rewards	**14,002**	11,007	8,041
Business development	Business development	**4,943**	3,762	3,051
Card Member services	Card Member services	**2,959**	1,993	1,230
Marketing	Marketing	**5,458**	5,291	3,696
Salaries and employee benefits	Salaries and employee benefits	**7,252**	6,240	5,718
Other, net	Other, net	**6,481**	4,817	5,325
Total expenses	Total expenses	**41,095**	33,110	27,061
Pretax income	Pretax income	**9,585**	10,689	4,296
Income tax provision	Income tax provision	**2,071**	2,629	1,161
Net income	Net income	**$ 7,514**	$ 8,060	$ 3,135
Earnings per Common Share — (Note 21)(a)	**Earnings per Common Share — (Note 21)**(a)			
Basic	Basic	**$ 9.86**	$ 10.04	$ 3.77
Basic				
Basic				
Diluted	Diluted	**$ 9.85**	$ 10.02	$ 3.77
Average common shares outstanding for earnings per common share:	Average common shares outstanding for earnings per common share:			
Basic	Basic	**751**	789	805
Basic				
Basic				
Diluted	Diluted	**752**	790	806

(a) Represents net income less (i) earnings allocated to participating share awards of $57 million $64 million, $56 million $57 million and $20 million $56 million for the years ended December 31, 2022 [illegible]

million $71 million for the years ended December 31, 2022 December 31, 2023, 2021 2022 and 2020, 2021, respectively, and (iii) equity-related adjustments of $16 million related to the redemption o

See Notes to Consolidated Financial Statements

CONSOLIDATED STATEMENTS OF COMPREHEN

Year Ended December 31 *(Millions)*
Net income
Other comprehensive (loss) income:
Net unrealized debt securities (losses) gains, net of tax
Foreign currency translation adjustments, net of hedges and tax
Net unrealized pension and other postretirement benefits, net of tax
Other comprehensive (loss) income
Comprehensive income

See Notes to Consolidated Financial Statements

CONSOLIDATED BALANCE SHEETS

December 31 *(Millions, except share data)*
Assets
Cash and cash equivalents
Cash and due from banks (includes restricted cash of consolidated variable interest entities: 2022, $5; 2021, $11)
Interest-bearing deposits in other banks (includes securities purchased under resale agreements: 2022, $318; 2021, $463)
Short-term investment securities (includes restricted investments of consolidated variable interest entities: 2022, $54; 2021, $32)
Total cash and cash equivalents
Card Member receivables (includes gross receivables available to settle obligations of a consolidated variable interest entity: 2022, $5,193; 2021, $5,175), less reserves for credit losses: 2022, $229; 20
Card Member loans (includes gross loans available to settle obligations of a consolidated variable interest entity: 2022, $28,461; 2021, $26,587), less reserves for credit losses: 2022, $3,747; 2021, $3,
Other loans, less reserves for credit losses: 2022, $59; 2021, $52
Investment securities
Premises and equipment, less accumulated depreciation and amortization: 2022, $9,850; 2021, $8,602
Other assets, less reserves for credit losses: 2022, $22; 2021, $25
Total assets
Liabilities and Shareholders' Equity
Liabilities
Customer deposits
Accounts payable
Short-term borrowings
Long-term debt (includes debt issued by consolidated variable interest entities: 2022, $12,662; 2021, $13,803)
Other liabilities
Total liabilities
Contingencies and Commitments (Note 12)
Shareholders' Equity
Preferred shares, $1.66 2/3 par value, authorized 20 million shares; issued and outstanding 1,600 shares as of December 31, 2022 and 2021 (Note 16)

Common shares, $0.20 par value, authorized 3.6 billion shares; issued and outstanding 743 million shares as of December 31, 2022 and 761 million shares as of December 31, 2021
Additional paid-in capital
Retained earnings
Accumulated other comprehensive income (loss)
Total shareholders' equity
Total liabilities and shareholders' equity

Year Ended December 31 *(Millions)*
Net income
Other comprehensive income (loss):
Net unrealized debt securities gains (losses), net of tax
Foreign currency translation adjustments, net of hedges and tax
Net unrealized pension and other postretirement benefits, net of tax
Other comprehensive income (loss)
Comprehensive income

See Notes to Consolidated Financial Statements

CONSOLIDATED STATEMENTS OF CASH FLOWS BA

Years Ended December 31 *(Millions)*
Cash Flows from Operating Activities
Net income
Adjustments to reconcile net income to net cash provided by operating activities:
Provisions for credit losses
Depreciation and amortization
Stock-based compensation
Deferred taxes
Other items (a)
Originations of loans held-for-sale
Proceeds from sales of loans held-for-sale
Changes in operating assets and liabilities, net of effects of acquisitions and dispositions:
Other assets
Accounts payable & other liabilities
Net cash provided by operating activities
Cash Flows from Investing Activities
Sale of investment securities
Maturities and redemptions of investment securities
Purchase of investments
Net (increase) decrease in Card Member loans and receivables, and other loans
Purchase of premises and equipment, net of sales: 2022, $1; 2021, $88; 2020, $1
Acquisitions/dispositions, net of cash acquired
Other investing activities
Net cash (used in) provided by investing activities
Cash Flows from Financing Activities
Net increase (decrease) in customer deposits
Net (decrease) increase in short-term borrowings

Proceeds from long-term debt
Payments of long-term debt
Issuance of American Express preferred shares
Redemption of American Express preferred shares
Issuance of American Express common shares
Repurchase of American Express common shares and other
Dividends paid
Net cash provided by (used in) financing activities
Effect of foreign currency exchange rates on cash and cash equivalents
Net increase (decrease) in cash and cash equivalents
Cash and cash equivalents at beginning of year
Cash and cash equivalents at end of year
Supplemental cash flow information
Cash and cash equivalents reconciliation
Cash and cash equivalents per Consolidated Balance Sheets
Restricted balances included in Cash and cash equivalents
Total cash and cash equivalents, excluding restricted balances

(a) Includes net gains and losses on fair value hedges, net gains and losses on Amex Ventures investments and changes in equity method investments.

December 31 *(Millions, except share data)*
Assets
Cash and cash equivalents
Cash and due from banks (includes restricted cash of consolidated variable interest entities: 2023, nil; 2022, $5)
Interest-bearing deposits in other banks (includes securities purchased under resale agreements: 2023, nil; 2022, $318)
Short-term investment securities (includes restricted investments of consolidated variable interest entities: 2023, $66; 2022, $54)
Total cash and cash equivalents (includes restricted cash: 2023, $514; 2022, $544)
Card Member receivables (includes gross receivables available to settle obligations of a consolidated variable interest entity: 2023, $4,587; 2022, $5,193), less reserves for credit losses: 2023, $1
Card Member loans (includes gross loans available to settle obligations of a consolidated variable interest entity: 2023, $28,590; 2022, $28,461), less reserves for credit losses: 2023, $5,118; 2022
Other loans, less reserves for credit losses: 2023, $126; 2022, $59
Investment securities
Premises and equipment, less accumulated depreciation and amortization: 2023, $9,911; 2022, $9,850
Other assets, less reserves for credit losses: 2023, $27; 2022, $22
Total assets
Liabilities and Shareholders' Equity
Liabilities
Customer deposits
Accounts payable
Short-term borrowings
Long-term debt (includes debt issued by consolidated variable interest entities: 2023, $13,426; 2022, $12,662)
Other liabilities
Total liabilities
Contingencies and Commitments (Note 12)
Shareholders' Equity
Preferred shares, $1.66 2/3 par value, authorized 20 million shares; issued and outstanding 1,600 shares as of December 31, 2023 and 2022 (Note 16)
Common shares, $0.20 par value, authorized 3.6 billion shares; issued and outstanding 723 million shares as of December 31, 2023 and 743 million shares as of December 31, 2022
Additional paid-in capital
Retained earnings
Accumulated other comprehensive income (loss)
Total shareholders' equity
Total liabilities and shareholders' equity

See Notes to Consolidated Financial Statements

CONSOLIDATED STATEMENTS OF SHAREHOLDERS' E

(Millions, except per share amounts)		Total		Preferred Sha
Balances as of December 31, 2019	$	23,071	$	
Cumulative effect of change in accounting principle - Reserve for Credit Losses (a)		(882)		
Net income		3,135		
Other comprehensive loss		(158)		
Repurchase of common shares		(875)		
Other changes, primarily employee plans		164		
Cash dividends declared preferred Series B, $45,807.57 per share		(34)		
Cash dividends declared preferred Series C, $52,919.91 per share		(45)		
Cash dividends declared common, $1.72 per share		(1,392)		
Balances as of December 31, 2020		22,984		
Net income		8,060		
Other comprehensive loss		(50)		
Preferred shares issued		1,584		
Redemption of preferred shares		(1,600)		
Repurchase of common shares		(7,598)		
Other changes, primarily employee plans		227		
Cash dividends declared preferred Series B, $36,419.41 per share		(27)		
Cash dividends declared preferred Series C, $26,317.47 per share		(23)		
Cash dividends declared preferred Series D, $13,213.89 per share		(21)		
Cash dividends declared common, $1.72 per share		(1,359)		
Balances as of December 31, 2021		22,177		
Net income		**7,514**		
Other comprehensive loss		**(265)**		
Repurchase of common shares		**(3,332)**		
Other changes, primarily employee plans		**242**		
Cash dividends declared preferred Series D, $35,993.05 per share		**(57)**		
Cash dividends declared common, $2.08 per share		**(1,568)**		
Balances as of December 31, 2022	**$**	**24,711**	**$**	

Years Ended December 31 *(Millions)*
Cash Flows from Operating Activities
Net income
Adjustments to reconcile net income to net cash provided by operating activities:
Provisions for credit losses
Depreciation and amortization
Stock-based compensation
Deferred taxes
Other items (a)
Originations of loans held-for-sale
Proceeds from sales of loans held-for-sale
Changes in operating assets and liabilities, net of effects of acquisitions and dispositions:

Other assets
Accounts payable & other liabilities
Net cash provided by operating activities
Cash Flows from Investing Activities
Sale of investments
Maturities and redemptions of investments
Purchase of investments
Net increase in Card Member loans and receivables, and other loans (b)
Purchase of premises and equipment, net of sales: 2023, $2; 2022, $1; 2021, $88
Net (Acquisitions)/dispositions, net of cash acquired
Net cash used in investing activities
Cash Flows from Financing Activities
Net increase (decrease) in customer deposits
Net (decrease) increase in short-term borrowings (b)
Proceeds from long-term debt
Payments of long-term debt
Issuance of American Express preferred shares
Redemption of American Express preferred shares
Issuance of American Express common shares
Repurchase of American Express common shares and other
Dividends paid
Net cash provided by (used in) financing activities
Effect of foreign currency exchange rates on cash and cash equivalents
Net increase (decrease) in cash and cash equivalents
Cash and cash equivalents at beginning of year
Cash and cash equivalents at end of year

(a) Represents $1,170 million, Includes gains and losses on fair value hedges, losses on tax credit investments, net gains and losses on Amex Ventures investments and changes in equity method inve

(b) Excludes an increase of tax of $288 million, $117 million related to the impact as of January 1, 2020 of adopting the Current Expected Credit Loss (CECL) methodology non-cash activity during 2023

Net income taxes paid during 2023, 2022 and 2021 were $3.3 billion, $3.0 billion and $1.6 billion, respectively, and interest paid primarily related to Debt and Customer deposits for the recognition of cred

See Notes to Consolidated Financial Statements

CONSOLIDATED STATEMENTS OF SHAREHOLD

(Millions, except per share amounts)	Total	Preferred S
Balances as of December 31, 2020	$ 22,984	$
Net income	8,060	
Other comprehensive loss	(50)	
Preferred shares issued	1,584	
Redemption of preferred shares	(1,600)	
Repurchase of common shares	(7,598)	
Other changes, primarily employee plans	227	
Cash dividends declared preferred Series B, $36,419.41 per share	(27)	
Cash dividends declared preferred Series C, $26,317.47 per share	(23)	
Cash dividends declared preferred Series D, $13,213.89 per share	(21)	

Cash dividends declared common, $1.72 per share	(1,359)
Balances as of December 31, 2021	22,177
Net income	7,514
Other comprehensive loss	(265)
Repurchase of common shares	(3,332)
Other changes, primarily employee plans	242
Cash dividends declared preferred Series D, $35,993.05 per share	(57)
Cash dividends declared common, $2.08 per share	(1,568)
Balances as of December 31, 2022	24,711
Net income	**8,374**
Other comprehensive income	**138**
Repurchase of common shares	**(3,519)**
Other changes, primarily employee plans	**181**
Cash dividends declared preferred Series D, $35,993.05 per share	**(58)**
Cash dividends declared common, $2.40 per share	**(1,770)**
Balances as of December 31, 2023	**$ 28,057** $

See Notes to Consolidated Financial Statements

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 1

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

THE COMPANY

We are a globally integrated payments company, providing customers with access to products, insights and experiences that enrich lives and build business succ
offered to consumers and businesses around the world. Our various products and services are offered globally to diverse customer groups, including consumers,
channels, including mobile and online applications, affiliate marketing, customer referral programs, third-party service providers and business partners, direct mail

Refer to Note 24 for additional discussion of the products and services that comprise each segment. Corporate functions and certain other businesses and operat

PRINCIPLES OF CONSOLIDATION

The Consolidated Financial Statements are prepared in conformity with accounting principles generally accepted in the United States of America (GAAP). Signific

We consolidate entities in which we hold a "controlling financial interest." For voting interest entities, we are considered to hold a controlling financial interest wher
the determination of which is based on the amount and characteristics of the entity's equity, we are considered to hold a controlling financial interest when we are
activities that most significantly impact that VIE's economic performance, and (2) the obligation to absorb the losses of, or the right to receive the benefits from, th

Entities in which our voting interest in common equity does not provide it with control, but allows us to exert significant influence over operating and financial decis
below the level of significant influence, including investments that we make in non-public companies in the ordinary course of business. Such investments are initi
identical or similar instruments of the same company or if they are determined to be impaired. See Note 4 for the accounting policy for our marketable equity secu

FOREIGN CURRENCY

Transactions conducted in currencies other than the applicable functional currency of an entity are converted to the functional currency at the exchange rate on th
end rates. The resulting transaction gains and losses are recorded in Other, net expenses in the Consolidated Statements of Income.

For subsidiaries where the functional currency is not the U.S. dollar, the monetary assets and liabilities and results of operations are translated for consolidation p
operations. The resulting translation adjustments, along with any related qualifying hedge and tax effects, are included in accumulated other comprehensive incor
are reclassified to earnings upon the sale or substantial liquidation of investments in foreign operations.

AMOUNTS BASED ON ESTIMATES AND ASSUMPTIONS

Accounting estimates are an integral part of the Consolidated Financial Statements. These estimates are based, in part, on management's assumptions concernin
on loans and receivables, Membership Rewards liability, goodwill and income taxes. These accounting estimates reflect the best judgment of management, but ac

INCOME STATEMENT

Revenue is recognized when obligations under the terms of a contract with our customers are satisfied. We are not required to disclose revenue that is expected t
contracts with variable consideration (e.g., discount revenue). Non-interest revenue expected to be recognized in future periods related to all other contracts with

Discount Revenue

Discount revenue represents the amount we earn and retain from the merchant payable for facilitating transactions between Card Members and merchants on pa
discount, varies with, among other factors, the industry in which the merchant conducts business, the merchant's overall American Express-related transaction vo
certain instances, the geographic scope of the card acceptance agreement between the merchant and us (e.g., local or global) and the transaction amount. Disco

Card acceptance agreements, which include the agreed-upon terms for charging the merchant discount fee, vary in duration. Our contracts with small- and mid-si
periods, which typically range from three to seven years in duration. Our fixed-period agreements may include auto-renewal features, which may allow the existin
these agreements over the contract term, often on a daily basis, including through the processing of Card Member transactions and the availability of our paymen

In cases where the merchant acquirer is a third party, (which is the case, for example, under our OptBlue program, or with certain of our network partners), we rec
merchant acquirer and is recorded as discount revenue at the time the Card Member transaction occurs.

Net Card Fees

Net card fees represent revenue earned from annual card membership fees, which vary based on the type of card and the number of cards for each account. The
recognized on a straight-line basis over the twelve-month card membership period as Net card fees in the Consolidated Statements of Income and are therefore r
liabilities on the Consolidated Balance Sheets.

Service Fees and Other Revenue

Service fees and other revenue includes service fees earned from merchants and other customers and travel commissions and fees, which are generally recogniz
recognized in the period when they are charged to the Card Member. In addition, Service fees and other revenue includes income (losses) from our investments i
information.

Processed Revenue

Processed revenue primarily represents revenues related to network partnership agreements, comprising royalties, fees and amounts earned for facilitating transa
merchants and our third-party merchant acquirers on behalf of our network card issuing partners. The amount of fees charged for accepting American Express-br
Processed revenue at the time the Card Member transaction occurs. Our network card issuing partners receive an issuer rate that is individually negotiated betwe
the same customer, after which any additional issuer rate is recorded as expense in Business development. Processed revenue also includes fees related to alter

---

Contra-revenue

Payments made pursuant to contractual arrangements with our merchants, network partners and other customers are classified as contra-revenue, except where
are recorded as expense.

Interest Income

Interest on Card Member loans is assessed using the average daily balance method. Unless the loan is classified as non-accrual, interest is recognized based up
outstanding balance is paid, or written off.

Interest and dividends on investment securities primarily relate to our performing fixed-income securities. Interest income is recognized as earned using the effect
constant rate of return is recognized on the investment security's outstanding balance. Amounts are recognized until securities are in default or when it becomes l

Interest on deposits with banks and other is recognized as earned, and primarily relates to the placement of cash, in excess of near-term funding requirements, in

Interest Expense

Interest expense includes interest incurred primarily to fund Card Member loans and receivables, general corporate purposes and liquidity needs, and is recogniz
expense on deposits taken from customers and institutions and (ii) debt, which primarily relates to interest expense on our long-term debt and short-term borrowin

Card Member Rewards

We issue credit, charge and credit debit cards that allow Card Members to participate in various rewards programs (e.g., Membership Rewards, cash back and co
card products. For Membership Rewards and cash back, we record a liability that represents the rewards that are expected to be redeemed, as well as, for Memb
on Card Member spending on cobrand cards, and make associated payments to our cobrand partners. The partner is liable for providing rewards to the Card Mer

enrollment levels, attrition, the volume of points earned and redeemed, and the associated redemption costs. Changes in the Card Member rewards liabilities duri of Income.

Business Development

Business development expense includes payments to our cobrand partners, corporate client incentive payments earned on achievement of pre-set targets and ce

Card Member Services

Card Member services expense represents costs incurred in providing our Card Members with various value-added benefits and services, which are generally ex

Marketing

Marketing expense includes costs incurred in the development and initial placement of advertising, which are expensed in the period in which the advertising first

---

BALANCE SHEET

Cash and Cash Equivalents

Cash and cash equivalents include cash and amounts due from banks, interest-bearing bank balances, including securities purchased under resale agreements, represents amounts related to Card Member credit balances as well as upcoming debt maturities of consolidated VIEs.

Goodwill

Goodwill represents the excess of the acquisition cost of an acquired business over the fair value of assets acquired and liabilities assumed. We allocate goodwill business that is one level below an operating segment, for which discrete financial information is regularly reviewed by the operating segment manager.

Prior to completing the annual assessment of goodwill for impairment, we perform a recoverability test of certain long-lived assets. We evaluate have historically e would more likely than not reduce the fair value of one or more of our reporting units below its carrying value. Prior In the fourth quarter of 2023, we changed our a for goodwill impairment is considered a change in accounting principle, which we believe is preferable as the new date better aligns with our long-term planning a related valuation estimates that would have been used as of each November 1 of the prior reporting periods without the use of hindsight. As such, we prospective of goodwill for date did not delay, accelerate or avoid a potential impairment we also perform a recoverability test of certain long-lived assets. charge.

We have the option to perform a qualitative assessment of goodwill impairment to determine whether it is more likely than not that the fair value of a reporting unit impairment.

This qualitative assessment entails the evaluation of factors such as economic conditions, industry and market considerations, cost factors, overall financial perfo not that the fair value of a reporting unit is less than its carrying amount, we then perform the impairment evaluation using the quantitative assessment.

The quantitative assessment compares the fair value of a reporting unit with its carrying amount, including goodwill. If the carrying amount exceeds the reporting

When measuring the fair value of our reporting units in the quantitative assessment, we use widely accepted valuation techniques, applying a combination of the i models under the income approach, we use internal forecasts to estimate future cash flows expected to be generated by the reporting units. To discount these ca rates appropriately reflect the risks and uncertainties in the financial markets generally and specifically in our internally-developed forecasts. When using market r to our reporting units' operating results.

For During the years year ended December 31, 2022 and 2021, December 31, 2023, we performed a qualitative assessment assessments for each reporting unit i accordance with the change in goodwill impairment testing date. As of both testing dates, we determined that it was more likely than not that the fair values of eac

In addition, during the year ended December 31, 2022, we performed a quantitative goodwill impairment assessment for those reporting units which were impacte to Note 24 for further information on the realignment of our operating segments.

Premises and Equipment

Premises and equipment, including leasehold improvements, are carried at cost less accumulated depreciation. Costs incurred during construction are capitalized over the estimated useful lives of the assets, which range from 3 to 10 years for equipment, furniture and building improvements, and from 40 to 50 years for pren

Certain costs associated with the acquisition or development of internal-use software are also capitalized and recorded in Premises and equipment. Once the spe estimated useful life, generally 5 years. We review these assets for impairment using the same impairment methodology used for our intangible assets.

Leasehold improvements are depreciated using the straight-line method over the lesser of the remaining term of the leased facility, or the economic life of the imp
liabilities when incurred and amortize the restoration assets over the lease term.

Leases

We have operating leases worldwide for facilities and equipment, which, for those leases with terms greater than 12 months, are recorded as lease-related assets recognized at the lease commencement date at amounts equal to the respective lease liabilities, adjusted for prepaid lease payments, initial direct costs and lease our incremental borrowing rate as of the lease commencement date or upon modification of the lease. Operating lease expense is recognized on a straight-line ba

OTHER SIGNIFICANT ACCOUNTING POLICIES

The following table identifies our other significant accounting policies, along with the related Note.

Significant Accounting Policy	Note Number
Loans and Card Member Receivables	Note 2
Reserves for Credit Losses	Note 3
Investment Securities	Note 4
Asset Securitizations	Note 5
Legal Contingencies	Note 12
Derivative Financial Instruments and Hedging Activities	Note 13
Fair Value Measurements	Note 14
Guarantees	Note 15
Income Taxes	Note 20

CLASSIFICATION OF VARIOUS ITEMS

Certain reclassifications of prior period amounts have been made to conform to the current period presentation.

102 103

RECENTLY ISSUED ADOPTED AND ADOPTED ISSUED ACCOUNTING STANDARDS

In March 2022, the Financial Accounting Standards Board issued Effective January 1, 2023, we adopted new accounting guidance on troubled debt restructuring r prospective basis. The amendments eliminate new guidance eliminated the existing TDR guidance for those entities that have adopted Update ASU 2016-13, Fina single loan modification accounting model and enhance enhanced disclosure requirements for loan modifications and write-offs. Beginning with the quarter ending guidance will implementation did not have a material impact to our Consolidated Financial Statements.

Effective January 1, 2020, we adopted the new credit reserving methodology, applicable to certain financial instruments, known as the Current Expected Credit Lo which was recorded under a modified retrospective transition with an offset to the opening balance of retained earnings. Refer to Note 3 2 for further information, i

In March 2023, the Financial Accounting Standards Board issued updated accounting guidance to allow the proportional amortization method (PAM) to be applied LIHTC investments in January 2021, we early adopted the updated guidance with respect to other qualifying investments in the fourth quarter of 2023. The impac a prospective basis.

In November 2023, the Financial Accounting Standards Board issued updated accounting guidance for Segment Reporting, effective January 1, 2024, with early a segment. Significant expense categories and amounts are those regularly provided to the chief operating decision maker (CODM) and included in the measure of including an explanation of how management estimates reserves our CODM uses the reported measure(s) of segment profit or loss in assessing segment perforn period beginning January 1, 2024, and for interim periods beginning January 1, 2025. The updated guidance is not expected to have a material impact to our Con

In December 2023, the Financial Accounting Standards Board issued updated accounting guidance on Disclosures for Income Taxes, effective January 1, 2025, v accordance the Income Tax Rate reconciliation using both percentages and reporting currency amounts, with additional qualitative explanations of individually sigr

amount of income taxes paid (net of refunds received) disaggregated by jurisdictional categories (federal (national), state and foreign). We are c Consolidated Financial Statements.

103 104

NOTE 2

LOANS AND CARD MEMBER RECEIVABLES

Our lending and charge payment card products that we offer to consumer, small business and corporate customers result in the generation of Card Member loans loans.

CARD MEMBER AND OTHER LOANS

Card Member loans are generally recorded at the time a Card Member enters into a point-of-sale transaction with a merchant and represent revolve-eligible trans outstanding revolving loans are required to make a minimum monthly payment, and the balances that Card Members choose to revolve are subject to finance cha revised over time based on new information about Card Members and in accordance with applicable regulations and the respective product's terms and condition

Card Member loans are presented on the Consolidated Balance Sheets net of reserves for credit losses (refer to Note 3), and include principal and any related ac written off, and establish reserves for interest that we believe will not be collected.

Other loans are recorded at the time any extension of credit is provided to consumer and commercial customers for non-card financing products. These loans hav established monthly payments over the term of the loan. Non-card financing products are not associated with a Card Member agreement, and instead are govern credit losses and include principal and any related accrued interest and fees.

Card Member and Other loans as of December 31, 2022 December 31, 2023 and 2021 2022 consisted of:

(Millions)	*(Millions)*	**2022**	2021	*(Millions)*
Consumer (a)	Consumer (a)	**$ 84,964**	$70,467	
Small Business	Small Business	**22,947**	18,040	
Corporate	Corporate	**53**	55	
Card Member loans	Card Member loans	**107,964**	88,562	
Less: Reserves for credit losses	Less: Reserves for credit losses	**3,747**	3,305	
Card Member loans, net	Card Member loans, net	**$104,217**	$85,257	
Other loans, net (b)	Other loans, net (b)	**$ 5,357**	$ 2,859	

(a) Includes approximately $28.5 $28.6 billion and $26.6 billion $28.5 billion of gross Card Member loans available to settle obligations of a consolidated VIE as of December 31, 2022 December 31, 20

(b) Other loans represent consumer and commercial non-card financing products, and Small Business Administration Paycheck Protection Program (PPP) loans. There were $7 million and $36 million million $126 million and $52 million $59 million as of December 31, 2022 December 31, 2023 and 2021, 2022, respectively.

CARD MEMBER RECEIVABLES

Card Member receivables are recorded at the time a Card Member enters into a point-of-sale transaction with a merchant and represent amounts due on our card

Charge Card Members generally must pay the full amount billed each month. Card Member receivable balances are presented on the Consolidated Balance She

Card Member receivables as of December 31, 2022 December 31, 2023 and 2021 2022 consisted of:

(Millions)	*(Millions)*	**2022**	2021	*(Millions)*
Consumer	Consumer	**$22,885**	$22,392	

Small Business	Small Business	**19,629**	17,977
Corporate (a)	Corporate (a)	**15,099**	13,276
Card Member receivables	Card Member receivables	**57,613**	53,645
Less: Reserves for credit losses	Less: Reserves for credit losses	**229**	64
Card Member receivables, net	Card Member receivables, net	**$57,384**	$53,581

(a) Includes $4.6 billion and $5.2 billion of gross Card Member receivables available to settle obligations of a consolidated VIE as of both December 31, 2022 December 31, 2023 and 2021. 2022, respe

105 106

CARD MEMBER LOANS AND RECEIVABLES AGING

Generally, a Card Member account is considered past due if payment due is not received within 30 days after the billing statement date. The following table prese

2022 (Millions)		Current	30-59 Days Past Due	60-89 Days Past Due	90+ Days Past Due	Total
2023 (*Millions*)	2023 (*Millions*)	Current	30-59 Days Past Due	60-89 Days Past Due	90+ Days Past Due	
Card Member Loans:	**Card Member Loans:**					
Consumer						
Consumer						
Consumer	Consumer	**$84,102**	**$281**	**$198**	**$383**	**$84,964**
Small Business	Small Business	**22,731**	**81**	**49**	**86**	**22,947**
Corporate (a)	Corporate (a)	**(b)**	**(b)**	**(b)**	**—**	**53**
Card Member Receivables:	**Card Member Receivables:**					
Consumer	Consumer	**22,634**	**83**	**56**	**112**	**22,885**
Consumer						
Consumer						
Small Business	Small Business	**$19,330**	**$120**	**$ 69**	**$110**	**$19,629**
Corporate (a)	Corporate (a)	**(b)**	**(b)**	**(b)**	**$ 85**	**$15,099**

2021 (Millions)		Current	30-59 Days Past Due	60-89 Days Past Due	90+ Days Past Due	Total
2022 (*Millions*)	2022 (*Millions*)	Current				

Card Member Loans:	**Card Member Loans:**					
Consumer						
Consumer						
Consumer	Consumer	$69,960	$158	$112	$237	$70,467
Small Business	Small Business	17,950	34	19	37	18,040
Corporate (a)	Corporate (a)	(b)	(b)	(b)	—	55
Card Member Receivables:	**Card Member Receivables:**					
Consumer	Consumer	22,279	41	24	48	22,392
Consumer						
Consumer						
Small Business	Small Business	$17,846	$ 59	$ 28	$ 44	$17,977
Corporate (a)	Corporate (a)	(b)	(b)	(b)	$ 42	$13,276

(a) For corporate accounts, delinquency data is tracked based on days past billing status rather than days past due. A Card Member account is considered 90 days past billing if payment has not been becoming 90 days past billing, the associated Card Member loan or receivable balance is classified as 90 days past billing. These amounts are shown above as 90+ Days Past Due for presentation

(b) Delinquency data for periods other than 90+ days past billing is not available due to system constraints. Therefore, such data has not been utilized for risk management purposes. The balances that

(c) Our policy is generally to accrue interest through the date of write-off (typically 180 days past due). We establish reserves for interest that we believe will not be collected.

(d) Non-accrual loans primarily include certain loans placed with outside collection agencies for which we have ceased accruing interest.

106 107

CREDIT QUALITY INDICATORS FOR CARD MEMBER LOANS AND RECEIVABLES

The following tables present the key credit quality indicators as of or for the years ended December 31:

	2022			2021		
	Net Write-Off Rate			Net Write-Off Rate		
	Principal Only (a)	Principal, Interest & Fees (a)	30+ Days Past Due as a % of Total	Principal Only (a)	Principal, Interest & Fees (a)	30+ Days Past Due as a % of Total

	2023	
	Net Write-Off Rate	
	Principal Only (a)	
	Principal Only (a)	
	Principal Only (a)	Principal, Interest & Fees (a)
Card Member Loans:	**Card Member Loans:**	
Consumer		

Consumer										
Consumer	Consumer	**0.9 %**	**1.2 %**	**1.0 %**	0.9 %	1.3 %	0.7 %		**1.8 %**	**2.2 %**
Small Business	Small Business	**0.7 %**	**0.8 %**	**0.9 %**	0.6 %	0.8 %	0.5 %	Small Business	**1.7 %**	**1.9 %**
Card Member Receivables:	**Card Member Receivables:**									
Consumer	Consumer	**0.8 %**	**0.9 %**	**1.1 %**	0.3 %	0.4 %	0.5 %			
Consumer										
Consumer									**1.5 %**	**1.6 %**
Small Business	Small Business	**1.1 %**	**1.2 %**	**1.5 %**	0.3 %	0.4 %	0.7 %	Small Business	**2.2 %**	**2.4 %**
Corporate (d)		**(b)**	**0.4 %**	**(c)**	(b)	— %	(c)			
Corporate								Corporate	**(b)**	**0.6 %**

(a) We present a net write-off rate based on principal losses only (i.e., excluding interest and/or fees) to be consistent with industry convention. In addition, as our practice is to include uncollectible inte

(b) Net write-off rate based on principal losses only is not available due to system constraints.

(c) For corporate receivables, delinquency data is tracked based on days past billing status rather than days past due. Delinquency data for periods other than 90+ days past billing is not available due respectively.

(d) The net write-off rate for the year ended December 31, 2021 includes a $37 million partial recovery in Card Member receivables related to a corporate client bankruptcy, which had resulted in a write

Refer to Note 3 for additional indicators, including external environmental qualitative factors, management considers in its evaluation process for reserves for cred
IMPAIRED

LOANS AND RECEIVABLES RESTRUCTURINGS FOR BORROWERS EXPERIENCING FINANCIAL DIFFICULTY

Impaired Effective January 1, 2023, we prospectively adopted the new guidance that eliminated the recognition and measurement of TDRs. Following the adoptio accounting guidance for loan refinancing and restructuring to determine whether such loan modification should be accounted for as a new loan or homogeneous p that we will be unable to collect all amounts due according to the original contractual terms borrowers experiencing financial difficulty are generally accounted for a investment in the existing loan.

We consider impaired offer several types of loans and receivables modification programs to include (i) loans over 90 days past due still accruing interest, (ii) non-a

In instances where the customer is customers experiencing financial difficulty, difficulty. In such instances, we may modify through various financial relief programs temporary or permanent financial relief. We have classified loans and receivables in these modification programs as TDRs and continue to classify customer acco

Such modifications to the loans and receivables primarily include (i) temporary interest rate reductions (possibly (reducing interest rates to as low as zero percent, customer on a fixed payment plan not to exceed 60 months and (iii) suspending delinquency fees until the customer exits the modification program. months. Upon cases, suspended until the customer successfully exits from the modification program. As of December 31, 2023, we had $83 million of unused credit available to modification agreement with the customer, loans and/or receivables may revert back to the original contractual terms (including the contractual interest rate where accordance with the modification agreement or (ii) when the customer defaults out of the modification program.

Reserves The following table provides information relating to loans and receivables modifications for borrowers experiencing financial difficulty during the year en

2023 (*Millions*)	Account Balances (*Millions*) (a)
Interest Rate Reduction	
Card Member Loans	
Consumer	**$ 1,572**
Small Business	**550**
Corporate	**—**
Term Extension	
Card Member Receivables	
Consumer	**346**
Small Business	**543**

Corporate		13
Other Loans		23
Interest Rate Reduction and Term Extension		
Other Loans	$	42
Total	$	3,089

(a) Represents the outstanding balances as of December 31, 2023 of all modifications deemed TDRs are measured individually and incorporate a discounted cash flow model. All changes undertaken i
31, 2023. The outstanding balances include principal, fees and accrued interest on loans and principal and fees on receivables. Modifications did not reduce the principal balance.

(b) For Card Member loans, there have been no payment term extensions.

(c) We do not offer interest rate reduction programs for Card Member receivables as the receivables are included within provisions for credit losses. non-interest bearing.

The following table provides information with respect to loans and receivables modified on or after January 1, 2023 that subsequently defaulted in the period prese
modification program.

Account Balance (*Millions*) (a)	
Card Member Loans	
Consumer	$
Small Business	
Corporate	
Card Member Receivables	
Consumer	
Small Business	
Corporate	
Other Loans	
Total	$

(a) Represents the outstanding balances as of December 31, 2023 of all modifications undertaken on or after January 1, 2023 and subsequently defaulted in the past year. The outstanding balance inc

(b) For Card Member loans, there have been no payment term extensions.

(c) We do not offer interest rate reduction programs for Card Member receivables as the receivables are non-interest bearing.

The following table provides information relating to the performance of loans and receivables that were modified on or after January 1, 2023.

Account Balances (*Millions*) (a)	
Card Member Loans	
Consumer	$
Small Business	
Corporate	
Card Member Receivables:	
Consumer	
Small Business	
Corporate	
Other Loans	
Total	$

(a) Represents the outstanding balances as of December 31, 2023 of all modifications undertaken on or after January 1, 2023 for loans and receivables that remain in modification programs as of, or th
receivables

TROUBLED DEBT RESTRUCTURING DISCLOSURES PRIOR TO ADOPTION OF THE NEW LOAN MODIFICATION GUIDANCE

Prior to adoption of the new loan modification guidance, we accounted for a modification to the contractual terms of a loan that resulted in granting a concession t to be accounted for under the historical TDR accounting until the loan is entirely paid off or written off.

The following tables provide additional information with respect to our impaired loans and receivables as of December 31, 2022, 2021 and 2020: 2021:

	As of December 31, 2022					
			Accounts Classified as a TDR (c)			
2022 (Millions)	Over 90 days Past Due & Accruing Interest (a)	Non-Accruals (b)	In Program (d)	Out of Program (e)	Total Impaired Balance	Reserve for Credit Losses - TDRs
Card Member Loans:						
Consumer	$ 252	$ 155	$ 781	$ 1,098	$ 2,286	$ 335
Small Business	54	34	267	380	735	108
Corporate	—	—	—	—	—	—
Card Member Receivables:						
Consumer	—	—	257	179	436	20
Small Business	—	—	403	402	805	40
Corporate	—	—	6	7	13	1
Other Loans (f)	3	2	19	2	26	—
Total	$ 309	$ 191	$ 1,733	$ 2,068	$ 4,301	$ 504

2021 (Millions)	Over 90 days Past Due & Accruing Interest (a)	Non-Accruals (b)

Card Member Loans:			
Consumer	$ 149	$ 82	$
Small Business	19	14	
Corporate	—	—	
Card Member Receivables:			
Consumer	—	—	
Small Business	—	—	
Corporate	—	—	
Other Loans (f)	**1**	**—**	
Total	**$ 169**	**$ 96**	**$**

	As of December 31, 2020					
			Accounts Classified as a TDR (c)			
2020 (Millions)	Over 90 days Past Due & Accruing Interest (a)	Non-Accruals (b)	In Program (d)	Out of Program (e)	Total Impaired Balance	Reserve for Credit Losses - TDRs
Card Member Loans:						

As of December 31, 2021

Accounts Classified as a TDR (c)

2021 (Millions)

2021 (Millions)

2021 (Millions)

Over 90 days Past Due & Accruing Interest (a)

Card Member Loans

Consumer

Consumer

Consumer	Consumer	$ 203	$ 146	$ 1,586	$ 248	$ 2,183	$ 782
Small Business	Small Business	21	29	478	67	595	285
Corporate	Corporate	—	—	—	—	—	—
Card Member Receivables:							

Card Member Receivables

Consumer

Consumer

Consumer	Consumer	—	—	240	34	274	60
Small Business	Small Business	—	—	516	73	589	136

Corporate	Corporate	—	—	18	2	20	3
Other Loans (f)		**2**	**1**	**248**	**6**	**257**	**80**
Other Loans							
Total	Total	**$ 226**	**$ 176**	**$ 3,086**	**$ 430**	**$ 3,918**	**$ 1,346**

(a) Our policy is generally to accrue interest through the date of write-off (typically 180 days past due). We establish reserves for interest that we believe will not be collected. Amounts presented exclud

(b) Non-accrual loans not in modification programs primarily include certain loans placed with outside collection agencies for which we have ceased accruing interest. Amounts presented exclude loans

(c) Accounts classified as a TDR include $48 million, and $41 million and $32 million that are were over 90 days past due and accruing interest and $17 million, and $19 million and $11 million that are

(d) In Program TDRs include accounts that are currently enrolled in a modification program.

(e) Out of Program TDRs include $1,922 million, and $1,621 million and $316 million of accounts that have successfully completed a modification program and $146 million, and $143 million and $114

(f) Other loans primarily represent consumer and commercial non-card financing products.

LOANS AND RECEIVABLES MODIFIED AS TDRs PRIOR TO ADOPTION OF THE NEW LOAN MODIFICATION GUIDANCE

The following tables provide additional information with respect to loans and receivables that were modified as TDRs during the years ended December 31:

2022	
Troubled Debt Restructurings:	
Card Member Loans	
Card Member Receivables	
Other Loans (d)	
Total	

December 31, 2022 and 2021:

2021		Number of Accounts (thousands)	Account Balances (millions) (a)	Average Interest Rate Reduction (% points)	Average Payment Term Extensions (# of months)
2022					
Troubled Debt Restructurings:	**Troubled Debt Restructurings:**				
Card Member Loans					
Card Member Loans					
Card Member Loans	Card Member Loans	112	$ 789	13	(b)
Card Member Receivables	Card Member Receivables	21	437	(c)	18
Other Loans (d)	Other Loans (d)	4	$ 13	3	16
Total	Total	137	$ 1,239		

2022	Number of Accounts (Thousands)		Balance
	149	$	$ 1,002
Card Member Receivables	27		900
Other Loans (d)	4	$	$

2020		Number of Accounts (thousands)	Account Balances (millions) (a)	Average Interest Rate Reduction (% points)	Average Payment Term Extensions (# of months)
2021					

2021	Number of Accounts (Thousands)	Balances

Troubled Debt Restructurings:	**Troubled Debt Restructurings:**				
Card Member Loans					
Card Member Loans					
Card Member Loans	Card Member Loans	272	$ 2,347	14	(b)
Card Member Receivables	Card Member Receivables	47	1,202	(c)	19
Other Loans (d)	Other Loans (d)	9	$ 345	3	16
Total	Total	328	$ 3,894		

	112		$	$ 789
Card Member Receivables		21		437
Other Loans (d)		4	$	$

(a) Represents the outstanding balance immediately prior to modification. The outstanding balance includes principal, fees and accrued interest on loans and principal and fees on receivables. Modifica

(b) For Card Member loans, there have been no payment term extensions.

(c) We do not offer interest rate reduction programs for Card Member receivables as the receivables are non-interest bearing.

(d) Other loans primarily represent consumer and commercial non-card financing products.

LOANS AND RECEIVABLES MODIFIED AND SUBSEQUENTLY DEFAULTED PRIOR TO ADO

The following tables provide information with respect to loans and receivables modified as TDRs that subsequently defaulted within twelve months of modification program.

2022
Troubled Debt Restructurings That Subsequently Defaulted:
Card Member Loans
Card Member Receivables
Other Loans (b)
Total

2021		Number of Accounts (thousands)	Aggregated Outstanding Balances Upon Default (millions) (a)
2022	2022		
Troubled Debt Restructurings That Subsequently Defaulted:	**Troubled Debt Restructurings That Subsequently Defaulted:**		
Card Member Loans			
Card Member Loans			
Card Member Loans	Card Member Loans	24	$ 174
Card Member Receivables	Card Member Receivables	5	56
Other Loans (b)	Other Loans (b)	3	9
Total	Total	32	$ 239

Nu

2020		Number of Accounts (thousands)		Aggregated Outstanding Balances Upon Default (millions) (a)
2021	2021			
Troubled Debt Restructurings That Subsequently Defaulted:	**Troubled Debt Restructurings That Subsequently Defaulted:**			
Card Member Loans				
Card Member Loans				
Card Member Loans	Card Member Loans	17	$	127
Card Member Receivables	Card Member Receivables	3		55
Other Loans (b)	Other Loans (b)	3		6
Total	Total	23	$	188

Nu

(a) The outstanding balances upon default include principal, fees and accrued interest on loans, and principal and fees on receivables.

(b) Other loans primarily represent consumer and commercial non-card financing products.

111 112

NOTE 3

RESERVES FOR CREDIT LOSSES

Reserves for credit losses represent our best estimate of the expected credit losses in our outstanding portfolio of Card Member loans and receivables as of the b historical loss experience, as well as current and future economic conditions over a reasonable and supportable period (R&S Period), which is approximately thre a reserve rate that is applied to the outstanding loan or receivable balance to produce a reserve for expected credit losses.

We use a combination of statistically-based models that incorporate current and future economic conditions throughout the R&S Period. The process of estimatin recoveries for each month of the R&S Period. Beyond the R&S Period, we estimate expected credit losses by immediately reverting to long-term average loss rat

- PD models are used to estimate the likelihood an account will be written-off.
- EAD models are used to estimate the balance of an account at the time of write-off. This includes balances less expected repayments based on historical complex and involve assumptions regarding the relationship between future spend and payment behaviors.
- Recovery models are used to estimate amounts that are expected to be received from Card Members after default occurs, typically as a result of collectio macroeconomic conditions.

We also estimate the likelihood and magnitude of recovery of previously written off accounts considering how long ago the account was written off and future eco experience covering the economic cycle and consider the impact of account characteristics on expected losses. This history includes the performance of loans an

Future economic conditions that are incorporated over the R&S Period include multiple macroeconomic scenarios provided to us by an independent third party. M generally with a consistent initial distribution. At times, due to macroeconomic uncertainty and volatility, management may apply judgment and assign different pr scenarios contain certain variables, including unemployment rates and real gross domestic product (GDP), that are significant to our models.

We also evaluate whether to include qualitative reserves to cover losses that are expected but, in our assessment, may not be adequately represented in the qua address possible limitations within the models or factors not included within the models, such as external conditions, emerging portfolio trends, the nature and siz

Lifetime losses for most of our loans and receivables are evaluated at an appropriate level of granularity, including assessment on a pooled basis where financial available, delinquency status, tenure of balance outstanding, amongst others. Credit losses on accrued interest are measured and presented as part of Reserves Statements of Income, rather than reversing interest income. Separate models are used for accounts deemed a troubled debt restructuring, which are measured i

Loans and receivable balances are written off when we consider amounts to be uncollectible, which is generally determined by the number of days past due and i receivables in bankruptcy or owed by deceased individuals are generally written off upon notification.

The following table reflects the range of macroeconomic scenario key variables used, in conjunction with other inputs, to calculate reserves for credit losses:

	U.S. Unemployment Rate		U.S. GDP Growth (Contraction) (a)	
	December 31, 2022	December 31, 2021	December 31, 2022	December 31, 2021
Fourth quarter of 2022	4%	4% - 9%	(0.1)%	2% -1%
First quarter of 2023	3% - 6%	3% - 9%	5% - (1)%	3% - 1%

U.S. Unemployment Rate

U.S. Unemployment Rate

	U.S. Unemployment Rate							
	December 31, 2023						December 31, 2023	
Fourth quarter of 2023 / Fourth quarter of 2023	3% - 8%	3% - 7%	6% - 0.2%	4% - 3%	Fourth quarter of 2023	4%	3% - 8%	1%
First quarter of 2024					First quarter of 2024		3% - 6%	
Fourth quarter of 2024 / Fourth quarter of 2024	3% - 7%	4% - 6%	3% - 2%	3%	Fourth quarter of 2024	3% - 8%	3% - 7%	3% - 1%
Fourth quarter of 2025					Fourth quarter of 2025		3% - 7%	

(a) Real GDP quarter over quarter percentage change seasonally adjusted to annualized rates.

CHANGES IN CARD MEMBER LOANS RESERVE FOR CREDIT LOSSES

Card Member loans reserve for credit losses increased for the year ended December 31, 2023, primarily driven by an increase in loans outstanding and higher de

Card Member loans reserve for credit losses increased for the year ended December 31, 2022, primarily driven by an increase in loans outstanding, higher delinq reserves.

Card Member loans reserve for credit losses decreased for the year ended December 31, 2021, primarily due to improved portfolio quality and macroeconomic fo outstanding.

The following table presents changes in the Card Member loans reserve for credit losses for the years ended December 31:

(Millions)	*(Millions)*	2022	2021	2020	*(Millions)*
Beginning Balance	Beginning Balance	**$3,305**	$5,344	$4,027	
Provisions (a)	Provisions (a)	**1,514**	(1,155)	3,453	
Net write-offs (b)	Net write-offs (b)				
Principal	Principal	**(837)**	(672)	(1,795)	
Principal					
Principal					
Interest and fees	Interest and fees	**(229)**	(207)	(375)	
Other (c)	Other (c)	**(6)**	(5)	34	

Ending Balance	Ending Balance	**$3,747**	$3,305	$5,344

(a) Provisions for principal, interest and fee reserve components. Provisions for credit losses includes reserve build (release) and replenishment for net write-offs.

(b) Principal write-offs are presented less recoveries of $539 million $537 million, $657 million $539 million and $568 million $657 million for the years ended December 31, 2022 December 31, 2023, 20
$(209) million, $(171) million and $(134) million for the years ended December 31, 2022, 2021 and 2020, respectively.

(c) Primarily includes foreign currency translation adjustments of $18 million for the year ended December 31, 2023, and $(6) million for both the years ended December 31, 2022 and 2021, and $35 m

CHANGES IN CARD MEMBER RECEIVABLES RESERVE FOR CREDIT LOSSES

Card Member receivables reserve for credit losses decreased for the year ended December 31, 2023, primarily driven by lower delinquencies, partially offset by a

Card Member receivables reserve for credit losses increased for the year ended December 31, 2022, primarily driven by higher delinquencies and growth in recei

Card Member receivables reserve for credit losses decreased for the year ended December 31, 2021, primarily due to improved portfolio quality and macroecono
receivables outstanding.

The following table presents changes in the Card Member receivables reserve for credit losses for the years ended December 31:

(Millions)	*(Millions)*	**2022**	2021	2020	*(Millions)*
Beginning Balance	Beginning Balance	**$ 64**	$267	$ 126	
Provisions (a)	Provisions (a)	**627**	(73)	1,015	
Net write-offs (b)	Net write-offs (b)	**(462)**	(129)	(881)	
Other (c)	Other (c)	**—**	(1)	7	
Ending Balance	Ending Balance	**$229**	$ 64	$ 267	

(a) Provisions for principal and fee reserve components. Provisions for credit losses includes reserve build (release) and replenishment for net write-offs.

(b) Net write-offs are presented less recoveries of $257 million $297 million, $378 million $257 million and $386 million $378 million for the years ended December 31, 2022 December 31, 2023, 2021 20
December 31, 2022, 2021, and 2020, respectively.

(c) Primarily includes foreign currency translation adjustments of $1 million, $2 million, and $(1) million and $5 million for the years ended December 31, 2022 December 31, 2023, 2021 2022 and 2020

NOTE 4

INVESTMENT SECURITIES

Investment securities principally include available-for-sale debt securities carried at fair value on the Consolidated Balance Sheets. The methodology for estimatir
debt securities in an unrealized loss position. When estimating a security's probability of default and the recovery rate, we assess the security's credit indicators, i
unrealized loss attributable to credit deterioration and record a reserve for the estimated credit loss through the Consolidated Statements of Income in Other loans
are recorded in the Consolidated Statements of Comprehensive Income, net of tax. We had accrued interest on our available-for-sale debt securities totaling $5 m
assets on the Consolidated Balance Sheets.

Investment securities also include equity securities carried at fair value on the Consolidated Balance Sheets with unrealized gains and losses recorded in the Con

Realized gains and losses are recognized upon disposition of the securities using the specific identification method and recorded in the Consolidated Statements

Refer to Note 14 for a description of our methodology for determining the fair value of investment securities.

The following is a summary of investment securities as of December 31:

2022	2021
2023	

Description of Securities *(Millions)*	Description of Securities *(Millions)*	Cost	Gross Unrealized Gains	Gross Unrealized Losses	Estimated Fair Value	Cost	Gross Unrealized Gains	Gross Unrealized Losses	Estimated Fair Value	Description of Securities *(Millions)*	Cost
Available-for-sale debt securities:	Available-for-sale debt securities:										
State and municipal obligations											
State and municipal obligations											
State and municipal obligations	State and municipal obligations	**$ 64**	**$ —**	**$ (10)**	**$ 54**	$ 106	$ 5	$ —	$ 111		
U.S. Government agency obligations	U.S. Government agency obligations	**5**	**—**	**—**	**5**	6	—	—	6		
U.S. Government treasury obligations	U.S. Government treasury obligations	**3,859**	**—**	**(73)**	**3,786**	1,680	25	(1)	1,704		
Mortgage-backed securities (a)	Mortgage-backed securities (a)	**13**	**—**	**—**	**13**	17	1	—	18		
Foreign government bonds and obligations	Foreign government bonds and obligations	**633**	**—**	**(1)**	**632**	630	—	—	630		
Other (b)	Other (b)	**47**	**—**	**—**	**47**	43	—	—	43		
Equity securities (c)		**50**	**—**	**(9)**	**41**	66	17	(4)	79		
Equity securities (c)(d)											
Total	Total	**$4,671**	**$ —**	**$ (93)**	**$ 4,578**	$2,548	$ 48	$ (5)	$ 2,591		

(a) Represents mortgage-backed securities guaranteed by Fannie Mae, Freddie Mac or Ginnie Mae.

(b) Represents investments in debt securities issued by Community Development Financial Institutions. Investments as of December 31, 2021 also include corporate debt securities.

(c) Equity securities comprise investments in common stock, exchange-traded funds and mutual funds.

(d) During the third quarter of 2023, certain equity securities were reclassified from Other assets to Investment securities following the completion of transactions pursuant to which the issuers of the se
The gross unrealized gain and loss amounts include net unrealized gains of $37 million that were recognized prior to such transactions.

The following table provides information about our available-for-sale debt securities with gross unrealized losses and the length of time that individual securities h

		2022				2021						
		Less than 12 months		12 months or more		Less than 12 months		12 months or more				
		2023										
		Less than 12 months										
Description of Securities *(Millions)*	Description of Securities *(Millions)*	Estimated Fair Value	Gross Unrealized Losses	Estimated Fair Value	Gross Unrealized Losses	Estimated Fair Value	Gross Unrealized Losses	Estimated Fair Value	Gross Unrealized Losses	Description of Securities *(Millions)*	Estimated Fair Value	Gross Unrea L

State and municipal obligations	State and municipal obligations	$ 52	$ (10)	$ —	$ —	$ —	$ —	$ —	$ —
U.S. Government treasury obligations	U.S. Government treasury obligations	3,710	(72)	52	(1)	477	(1)	—	—
Mortgage-backed securities									
Foreign government bonds and obligations	Foreign government bonds and obligations	549	(1)	—	—	—	—	—	—
Total	Total	$ 4,311	$ (83)	$ 52	$ (1)	$ 477	$ (1)	$ —	$ —

The gross unrealized losses on our available-for-sale debt securities are primarily attributable to an increase in the current benchmark interest rate. Overall, for th likely than not that we will not be required to sell the securities before recovery of the unrealized losses and (iii) we expect that the contractual principal and intere unrealized loss position for the periods presented.

The following table summarizes the gross unrealized losses for available-for-sale debt securities by ratio of fair value to amortized cost as of December 31, 2022 D

		Less than 12 months			12 months or more			Total				
		Less than 12 months										
Ratio of Fair Value to Amortized Cost *(Dollars in millions)*	Ratio of Fair Value to Amortized Cost *(Dollars in millions)*	Number of Securities	Estimated Fair Value	Gross Unrealized Losses	Number of Securities	Estimated Fair Value	Gross Unrealized Losses	Number of Securities	Estimated Fair Value	Gross Unrealized Losses	Ratio of Fair Value to Amortized Cost *(Dollars in millions)*	Number of Securities
2023:												
90%–100%												
90%–100%												
90%–100%												
Less than 90%												
Total as of December 31, 2023												
2022:	**2022:**											
90%–100%												
90%–100%												
90%–100%	90%–100%	**74**	**$ 4,287**	**$ (74)**	**3**	**$ 52**	**$ (1)**	**77**	**$ 4,339**	**$ (75)**		
Less than 90%	Less than 90%	**14**	**24**	**(9)**	**—**	**—**	**—**	**14**	**24**	**(9)**		
Total as of December 31, 2022	Total as of December 31, 2022	**88**	**$ 4,311**	**$ (83)**	**3**	**$ 52**	**$ (1)**	**91**	**$ 4,363**	**$ (84)**		
2021:												
90%–100%		5	$ 477	$ (1)	—	$ —	$ —	5	$ 477	$ (1)		
Less than 90%		—	—	—	—	—	—	—	—	—		

Total as of December 31, 2021	5	$	477	$	(1)	—	$	—	$	—	5	$	477	$ (1)

Weighted average yields and contractual maturities for available-for-sale debt securities with stated maturities as of December 31, 2022 December 31, 2023 were

(Millions)	(Millions)		Due within 1 year		Due after 1 year but within 5 years		Due
(Millions)							
(Millions)							
State and municipal obligations (a)							
State and municipal obligations (a)							
State and municipal obligations (a)	State and municipal obligations (a)	$	—	$	—	$	
U.S. Government agency obligations (a)	U.S. Government agency obligations (a)		—		—		
U.S. Government agency obligations (a)							
U.S. Government agency obligations (a)							
U.S. Government treasury obligations							
U.S. Government treasury obligations							
U.S. Government treasury obligations	U.S. Government treasury obligations		2,668		1,109		
Mortgage-backed securities (a)(b)	Mortgage-backed securities (a)(b)		—		—		
Mortgage-backed securities (a)(b)							
Mortgage-backed securities (a)(b)							
Foreign government bonds and obligations							
Foreign government bonds and obligations							
Foreign government bonds and obligations	Foreign government bonds and obligations		631		1		
Other (c)	Other (c)		—		42		
Other (c)							
Other (c)							
Total Estimated Fair Value							
Total Estimated Fair Value							
Total Estimated Fair Value	Total Estimated Fair Value	$	3,299	$	1,152	$	
Total Cost	Total Cost	$	3,348	$	1,177	$	
Total Cost							
Total Cost							
Weighted average yield (d)	Weighted average yield (d)		2.63 %		3.19 %		
Weighted average yield (d)							
Weighted average yield (d)							

(a) The expected payments on state and municipal obligations, U.S. Government agency obligations and mortgage-backed securities may not coincide with their contractual maturities because the issu

(b) Represents mortgage-backed securities guaranteed by Fannie Mae, Freddie Mac or Ginnie Mae.

(c) Represents investments in debt securities issued by Community Development Financial Institutions.

(d) Average yields for investment securities have been calculated using the effective yield on the date of purchase. Yields on tax-exempt investment securities have been computed on a tax-equivalent

NOTE 5

ASSET SECURITIZATIONS

We periodically securitize Card Member loans and receivables arising from our card businesses through the transfer of those assets to securitization trusts, Amer
and together with the Lending Trust, the Trusts). The Trusts then issue debt securities collateralized by the transferred assets to third-party investors.

The Trusts are considered VIEs as they have insufficient equity at risk to finance their activities, which are to issue debt securities that are collateralized by the un
perform the servicing and key decision making for the Trusts, and therefore have the power to direct the activities that most significantly impact the Trusts' econor
the variable interests in both Trusts, with the exception of the debt securities issued to third-party investors. Our ownership of variable interests in the Lending Tru
2021, 2022, respectively, and in the Charge Trust was $5.2 billion $4.6 billion and $3.2 billion $5.2 billion as of December 31, 2022 December 31, 2023 and 2021, 2
absorb losses, which could be significant to both the Lending Trust and the Charge Trust. Based on these considerations, we are the primary beneficiary of the Tr

The debt securities issued by the Trusts are non-recourse to us. The securitized Card Member loans and receivables held by the Lending Trust and the Charge T
securitization transactions (refer to Note 2). The long-term debt of each Trust is payable only out of collections on their respective underlying securitized assets (re

Restricted cash and cash equivalents held by the Lending Trust was $59 million $66 million and $42 million $59 million as of December 31, 2022 December 31, 20
31, 2023 and 2021, respectively. 2022. These amounts relate to collections of Card Member loans and receivables to be used by the Trusts to fund future expense

Under the respective terms of the Lending Trust and the Charge Trust agreements, the occurrence of certain triggering events associated with the performance of
scenario, early amortization of debt securities. During the years ended December 31, 2022 December 31, 2023 and 2021, 2022, no such triggering events occurre

117 118

NOTE 6

OTHER ASSETS

The following is a summary of Other assets as of December 31:

(Millions)	*(Millions)*	**2022**	2021	*(Millions)*
Goodwill	Goodwill	**$ 3,786**	$ 3,804	
Other intangible assets, at amortized cost	Other intangible assets, at amortized cost	**146**	201	
Other (a)	Other (a)	**13,757**	13,239	
Total	Total	**$17,689**	$17,244	

(a) Primarily includes net deferred tax assets, other receivables net of reserves, investments in non-consolidated entities, prepaid assets, tax credit investments and right-of-use lease assets.

GOODWILL

The changes in the carrying amount of goodwill reported in our reportable operating segments were as follows:

(Millions)	*(Millions)*	USCS	CS	ICS	GMNS	Total	*(Millions)*	USCS
Balance as of December 31, 2020		$ 369	$2,124	$799	$ 560	$3,852		
Acquisitions		—	—	—	—	—		
Dispositions		—	—	(3)	—	(3)		
Other (a)		(1)	(1)	(43)	—	(45)		
Balance as of December 31, 2021	Balance as of December 31, 2021	$ 368	$2,123	$753	$ 560	$3,804		
Acquisitions	Acquisitions	**13**	**—**	**—**	**—**	**13**		
Dispositions	Dispositions	**—**	**—**	**—**	**—**	**—**		
Other (a)	Other (a)	**(2)**	**(1)**	**(28)**	**—**	**(31)**		

Balance as of December 31, 2022	Balance as of December 31, 2022	$ 379	$ 2,122	$ 725	$ 560	$ 3,786
Acquisitions						
Dispositions						
Other (a)						
Balance as of December 31, 2023						

(a) Primarily includes foreign currency translation.

During the year ended December 31, 2022, we performed a quantitative goodwill impairment assessment for those reporting units which were impacted by the re
impairment losses were $221 million as of both December 31, 2022 December 31, 2023 and 2021. 2022.

OTHER INTANGIBLE ASSETS

Intangible assets are amortized on a straight-line basis over their estimated useful lives of 1 to 22 years. We review long-lived assets and asset groups, including recoverable. An impairment is recognized if the carrying amount is not recoverable and exceeds the asset or asset group's fair value.

The gross carrying amount for other intangible assets as of December 31, 2022 December 31, 2023 and 2021 2022 was $720 million $717 million and $733 millio respectively.

Amortization expense was $51 million $49 million, $57 million $51 million and $54 million $57 million for the years ended December 31, 2022 December 31, 2023, 31, 2022 December 31, 2023, amortization expense is expected to be $49 million in 2023, $44 million in 2024, $20 million $21 million in 2025, $10 million $11 milli

118 119

TAX CREDIT INVESTMENTS

We account for our qualified affordable housing (QAH) investments using the proportional amortization method (PAM), which we elected to implement on January development, and small businesses that foster economic growth in underserved areas and support compliance with the equity method Community Reinvestment through the realization of accounting. income tax credits and other income tax benefits.

As of December 31, 2022 December 31, 2023 and 2021, 2022, we had $1,207 million $1,369 million and $1,124 million $1,207 million in tax credit investments, re referred to as Qualified Affordable Housing investments) and other qualifying investments. We account for such tax credit investments using the Proportional Amo and $1,084 million, respectively, related to QAH in the fourth quarter of 2023 for other qualifying investments. Included in QAH

As of December 31, 2023 and 2022, $1,126 million and $1,042 million of our tax credit investments, as of December 31, 2022 and 2021, we had $980 million and interest.

As of December 31, 2022 December 31, 2023, we committed to provide funding related to certain of these QAH our tax credit investments, which is expected to b liabilities, of which $222 million $409 million specifically related to unconsolidated VIEs.

In addition, as of December 31, 2022 December 31, 2023, we had contractual off-balance sheet obligations to provide additional funding up to $13 million $3 millio between 2023 2024 and 2036. 2034.

During

The following table presents tax credit investment expenses and associated income tax credits and other income tax benefits for the years ended December 31, 2

(Millions)
Proportional amortization recognized in tax provision
Equity method expenses recognized in Other, net expenses
Income tax credits and Other income tax benefits (a) recognized in tax provision

(a) Other income tax benefits are a result of $161 million and $226 million, respectively, with associated tax deductible expenses generated by our tax credit investments.

Income tax credits of $141 million and $135 million, respectively, in Income other income tax provision. During the year ended December 31, 2020 we recognized credits of $129 million, credit investments are also recognized in Income tax provision. the Consolidated Statements of Cash Flows in the Operating activities secti

119 120

NOTE 7

CUSTOMER DEPOSITS

As of December 31, customer deposits were categorized as interest-bearing or non-interest-bearing as follows:

(Millions)	*(Millions)*	**2022**	2021	*(Millions)*
U.S.:	U.S.:			
Interest-bearing	Interest-bearing	**$109,119**	$83,304	
Non-interest-bearing (includes Card Member credit balances of: 2022, $605; 2021, $527)		**663**	553	
Interest-bearing				
Interest-bearing				
Non-interest-bearing (includes Card Member credit balances of: 2023, $495; 2022, $605)				
Non-U.S.:	Non-U.S.:			
Interest-bearing	Interest-bearing	**15**	18	
Non-interest-bearing (includes Card Member credit balances of: 2022, $439; 2021, $503)		**442**	507	
Interest-bearing				
Interest-bearing				
Non-interest-bearing (includes Card Member credit balances of: 2023, $426; 2022, $439)				
Total customer deposits	Total customer deposits	**$110,239**	$84,382	

Customer deposits by deposit type as of December 31 were as follows:

(Millions)	*(Millions)*	**2022**	2021	*(Millions)*
U.S. retail deposits:				
Savings and transaction accounts				
Savings and transaction accounts				

Savings and transaction accounts	Savings and transaction accounts	**$ 76,731**	$66,142
Certificates of deposit:	Certificates of deposit:		
Direct	Direct	**2,765**	1,415
Direct			
Direct			
Third-party (brokered)	Third-party (brokered)	**13,331**	3,095
Sweep accounts —Third-party (brokered)		**16,297**	12,658
Sweep accounts — Third-party (brokered)			
Total U.S. retail deposits			
Other deposits	Other deposits	**71**	42
Card Member credit balances	Card Member credit balances	**1,044**	1,030
Card Member credit balances			
Card Member credit balances			
Total customer deposits	Total customer deposits	**$110,239**	$84,382

The scheduled maturities of certificates of deposit as of December 31, 2022 December 31, 2023 were as follows:

(Millions)	*(Millions)*	2023	2024	2025	2026	2027	After 5 years	Total
Certificates of deposit		**$5,790**	**$6,554**	**$2,939**	**$ 27**	**$786**	**$ —**	**$16,096**

(Millions)	2024	2025
Certificates of deposit [(a)]		

(a) Includes $6 million of non-U.S. direct certificates of deposit as of December 31, 2023.

As of December 31, December 31, 2023 and 2022, certificates of deposit in denominations of $250,000 that met or more, in exceeded the aggregate, insured limit

(Millions)
U.S.
Non-U.S.
Total

120 121

NOTE 8

DEBT

SHORT-TERM BORROWINGS

Our short-term borrowings outstanding, defined as borrowings with original contractual maturity dates of less than one year, as of December 31 were as follows:

		2022		2021				
		2023						
(Millions, except percentages)	*(Millions, except percentages)*	Outstanding Balance	Year-End Stated Interest Rate on Debt (a)	Outstanding Balance	Year-End Stated Interest Rate on Debt (a)	*(Millions, except percentages)*	Outstanding Balance	
Short-term borrowings (b)	Short-term borrowings (b)	$ 1,348	0.94 %	$ 2,243	0.58 %			
Short-term borrowings (b)								
Short-term borrowings (b)							$ 1,293	
Total	Total	$ 1,348	0.94 %	$ 2,243	0.58 %	Total	$ 1,293	1.0

(a) For floating-rate issuances, the stated interest rates are weighted based on the outstanding principal balances and interest rates in effect as of December 31, 2022 December 31, 2023 and 2021. 20

(b) Includes borrowings from banks and book overdrafts with banks, which represents negative cash balances for accounts with an associated overdraft facility, due to timing differences arising in the o

We

As of December 31, 2023, we maintained a three-year committed, revolving, secured borrowing facility, that with a maturity date of September 15, 2026, which giv time through September 16, 2024. Trust. This facility enhances our contingent funding resources and is also used in the ordinary course of business to fund worki certain of our subsidiaries maintained total committed lines of credit of $186 million $185 million and $145 million $186 million as of December 31, 2022 December and $7.2 million were drawn on these committed lines, respectively.

We paid $12.0 million and $7.8 million in fees to maintain the secured borrowing facility in both 2023 and 2022, and 2021. respectively. The committed facility does dependent on our credit rating.

121 122

LONG-TERM DEBT

Our long-term debt outstanding, defined as debt with original contractual maturity dates of one year or greater, as of December 31 was as follows:

		2022				2021						
		2023										
(Millions, except percentages)	*(Millions, except percentages)*	Original Contractual Maturity Dates	Outstanding Balance(a)	Year-End Interest Rate on Debt(b)	Year-End Interest Rate with Swaps(b)(c)	Outstanding Balance(a)	Year-End Interest Rate on Debt(b)	Year-End Interest Rate with Swaps(b)(c)	*(Millions, except percentages)*	Original Contractual Maturity Dates		Outstanding Balance(a)
American Express Company (Parent Company only)	**American Express Company (Parent Company only)**											
Fixed Rate Senior Notes												
Fixed Rate Senior Notes												
Fixed Rate Senior Notes	Fixed Rate Senior Notes	2023 - 2042	$ 23,813	3.34 %	4.00 %	$ 18,324	3.02 %	2.03 %		2024 - 2042		$ 20,930
Floating Rate Senior Notes	Floating Rate Senior Notes	2023 - 2026	3,000	4.78	—	3,300	0.69	—				

Fixed-to-Floating Rate Senior Notes	Fixed-to-Floating Rate Senior Notes	**2033**	**1,250**	**4.42**	—		—	—	—			
Fixed Rate Subordinated Notes	Fixed Rate Subordinated Notes	**2024**	**574**	**3.63**	**5.46**		599	3.63	1.38			
Fixed-to-Floating Rate Subordinated Notes	Fixed-to-Floating Rate Subordinated Notes	**2033**	**750**	**4.99**	**—**		—	—	—			
American Express Credit Corporation	**American Express Credit Corporation**											
Fixed Rate Senior Notes	Fixed Rate Senior Notes	**2027**	**328**	**3.30**	**—**		2,078	2.80	1.32			
Floating Rate Senior Notes			**—**	**—**	**—**		300	0.87	—			
Fixed Rate Senior Notes												
Fixed Rate Senior Notes												
Lending Trust												
Lending Trust												
Lending Trust	**Lending Trust**											
Fixed Rate Senior Notes	Fixed Rate Senior Notes	**2023 - 2025**	**10,499**	**2.81**	**—**		8,199	2.01	1.82			
Fixed Rate Senior Notes												
Fixed Rate Senior Notes												
Floating Rate Senior Notes	Floating Rate Senior Notes	**2023**	**2,125**	**4.67**	**—**		3,325	0.49	—			
Fixed Rate Subordinated Notes			**—**	**—**	**—**		212	2.72	—			
Floating Rate Subordinated Notes	Floating Rate Subordinated Notes	**2023**	**61**	**4.89**	**—**		79	0.68	—			
Charge Trust												
Floating Rate Conduit Borrowings			**—**	**—**	**—**		2,000	0.40	—			
Floating Rate Subordinated Notes												
Floating Rate Subordinated Notes												
Other	**Other**											
Other												
Other												
Finance Leases												
Finance Leases												
Finance Leases	Finance Leases	**2023 - 2024**	**3**	**5.76**	**—**		14	5.49	—			
Floating Rate Borrowings	Floating Rate Borrowings	**2023 - 2025**	**254**	**0.41**	**—**	**%**	297	0.42	—	%	Floating Rate Borrowings	**2024 - 2026**	**238**
Unamortized Underwriting Fees	Unamortized Underwriting Fees		**(84)**				(52)					
Total Long-Term Debt	Total Long-Term Debt		**$ 42,573**	**3.42 %**			$ 38,675	2.22 %				

Total Long-Term Debt	
Total Long-Term Debt	

(a) The outstanding balances include (i) unamortized discount, (ii) the impact of movements in exchange rates on foreign currency denominated debt and (iii) the impact of fair value hedge accounting c
treatment of fair value hedges.

(b) For floating-rate issuances, the stated interest rate on debt is weighted based on the outstanding principal balances and interest rates in effect as of December 31, 2022 December 31, 2023 and 202

(c) Interest rates with swaps are only presented when swaps are in place to hedge the underlying debt. The interest rates with swaps are weighted based on the outstanding principal balances and the

Aggregate annual maturities on long-term debt obligations (based on contractual maturity or anticipated redemption dates) as of December 31, 2022 December 3

(Millions)	*(Millions)*	2023	2024	2025	2026	2027	Thereafter	Total	*(Millions)*	2024	2025
American Express Company (Parent Company only)	American Express Company (Parent Company only)	$5,750	$ 7,500	$ 5,250	$2,450	$4,911	$ 4,273	$30,134			
American Express Credit Corporation	American Express Credit Corporation	—	—	—	—	339	—	339			
Lending Trust	Lending Trust	2,685	2,750	7,250	—	—	—	12,685			
Other	Other	76	114	67	—	—	—	257			
		$8,511	$10,364	$12,567	$2,450	$5,250	$ 4,273	$43,415			
Other											
Other											
	$										
Unamortized Underwriting Fees	Unamortized Underwriting Fees							(84)			
Unamortized Discount and Premium	Unamortized Discount and Premium							(522)			
Impacts due to Fair Value Hedge Accounting	Impacts due to Fair Value Hedge Accounting							(236)			
Total Long-Term Debt	Total Long-Term Debt							$42,573			

We maintained a committed syndicated bank credit facility of $3.5 billion $4.0 billion as of December 31, 2022 December 31, 2023 and 2021, $3.5 billion as of Dec
2024 October 30, 2026, and the availability of the facility is subject to compliance with certain covenants, principally our maintenance of a minimum Common Equ
distributing capital to common shareholders in the event our CET1 risk-based capital ratio falls between 4.5 percent and 6.5 percent. As of December 31, 2022 De

Additionally, we maintained a three-year committed, revolving, secured borrowing facility that gives us the right to sell up to $3.0 billion face amount of eligible note
31, 2023 and 2021, nil and $2.0 billion 2022, no amounts were outstanding on this facility, respectively. facility.

We paid $14.1 million $20.2 million and $15.7 million $14.1 million in fees to maintain these lines in 2022 2023 and 2021, 2022, respectively. These committed faci
nor are they dependent on our credit rating.

We paid total interest, primarily related to short- and long-term debt, corresponding interest rate swaps and customer deposits, of $2.2 billion $6.4 billion, $2.2 billi

NOTE 9

OTHER LIABILITIES

The following is a summary of Other liabilities as of December 31:

(Millions)	(Millions)	2022	2021	(Millions)
Membership Rewards liability	Membership Rewards liability	**$12,789**	$11,398	
Book overdraft balances (a)				
Deferred card and other fees, net	Deferred card and other fees, net	**3,027**	2,516	
Employee-related liabilities (a) (b)	Employee-related liabilities (a) (b)	**2,530**	2,528	
Card Member rebate and reward accruals (b) (c)	Card Member rebate and reward accruals (b) (c)	**2,126**	1,809	
Income tax liability (c) (d)	Income tax liability (c) (d)	**1,651**	1,576	
Other (d) (e)	Other (d) (e)	**15,227**	10,670	
Total	Total	**$37,350**	$30,497	

(a) Primarily includes negative cash balances for accounts without an associated overdraft facility, due to timing differences arising in the ordinary course of business.

(b) Includes employee benefit plan obligations and incentive compensation.

(b) (c) Card Member rebate and reward accruals include payments to third-party reward partners and cash-back rewards.

(c) (d) Includes repatriation tax liability of $998 million and $1,012 million as of both December 31, 2022 December 31, 2023 and 2021, 2022, respectively, which represents our remaining obligation und foreign subsidiaries, the net position for current federal, state and non-U.S. income tax liabilities and deferred tax liabilities for foreign jurisdictions.

(d) (e) Primarily includes negative cash balances for accounts without an associated overdraft credit facility, prepaid products and Travelers Cheques, and other prepaid products, lease liabilities, deriva and dividends payable.

MEMBERSHIP REWARDS

The Membership Rewards program allows enrolled Card Members to earn points that can be redeemed for a broad variety of rewards including, but not limited to management's our best estimate of the cost of points earned that are expected to be redeemed by Card Members in the future. The weighted average cost (WAC statistical and actuarial models to estimate the URR based on redemption trends, card product type, enrollment tenure, card spend levels and credit attributes. Th in redemption costs that are not representative of future cost expectations and expected developments in redemption patterns.

The expense for Membership Rewards points is included in Card Member rewards expense. We periodically evaluate our liability estimation process and assump factors. developments in redemption patterns, which may be impacted by product refreshes, changes in redemption options and mix of proprietary cards-in-force.

DEFERRED CARD AND OTHER FEES, NET

The carrying amount of deferred card and other fees, net of deferred direct acquisition costs and reserves for membership cancellations, as of December 31, 202

(Millions)	(Millions)	2022	2021	(Millions)
Deferred card and other fees (a)	Deferred card and other fees (a)	**$3,380**	$2,838	
Deferred direct acquisition costs	Deferred direct acquisition costs	**(173)**	(169)	

Reserves for membership cancellations	Reserves for membership cancellations	**(180)**	(153)
Deferred card and other fees, net	Deferred card and other fees, net	**$3,027**	$2,516

(a) Includes deferred fees for Membership Rewards program participants.

124 125

NOTE 10

STOCK-BASED COMPENSATION

STOCK OPTION AND AWARD PROGRAMS

Under our 2016 Incentive Compensation Plan (amended and restated effective May 5, 2020) and previously under our 2007 Incentive Compensation Plan, (collec perform services for us and our participating subsidiaries. us. These awards may be in the form of stock options, or in the form of restricted stock units or and awa jurisdictions.

For our Incentive Compensation Plans, there There were a total of 9 million 7 million, 12 million 9 million and 14 million 12 million common shares unissued and av our Board of Directors and shareholders. We generally issue new common shares upon exercise of options, and vesting of RSUs. restricted stock units and granti

Stock-based compensation expense recognized in Salaries and employee benefits in the Consolidated Statements of Income was $373 million $450 million, $373 tax benefits of $90 million $110 million, $78 million $90 million and $59 million $78 million in those respective periods.

A summary of Our stock option options and RSU activity RSUs outstanding as of December 31, 2022 December 31, 2023, and corresponding changes during the y

		Stock Options		Service-Based RSUs		Service and Performance-Based RSUs			Stock Options	
(Shares in thousands)		Shares	Weighted-Average Exercise Price	Shares	Weighted-Average Grant Price	Shares	Weighted-Average Grant Price			
Outstanding as of December 31, 2021		3,104	$ 93.33	1,875	$ 117.36	3,741	$ 114.22			
(Numbers in thousands)								*(Numbers in thousands)*	Number	Weighted-Average Exercise Price
Outstanding as of December 31, 2022										
Granted	Granted	**1,168**	**154.57**	**798**	**174.48**	**1,064**	**163.60**			
Options exercised/RSUs vested	Options exercised/RSUs vested	**(638)**	**88.81**	**(751)**	**113.19**	**(1,097)**	**89.58**			
Forfeited	Forfeited	**—**	**—**	**(134)**	**139.77**	**(236)**	**137.42**			
Expired	Expired	**—**	**—**	**—**	**—**	**—**	**—**			
Outstanding as of December 31, 2022		**3,634**	**113.80**	**1,788**	**$ 142.92**	**3,472**	**$ 135.57**			
Options vested and expected to vest as of December 31, 2022		**3,607**	**113.54**							
Options exercisable as of December 31, 2022		**1,699**	**$ 80.57**							

Outstanding as of December 31, 2023
Options vested and expected to vest as of December 31, 2023
Options exercisable as of December 31, 2023
Options exercisable as of December 31, 2023
Options exercisable as of December 31, 2023

Stock-based compensation expense is generally recognized ratably based on the grant-date fair value of the awards, net of expected forfeitures, over the vesting defined in each award agreement or the date an individual the colleague will become eligible to retire. Retirement eligibility is dependent upon age and/or years of

STOCK OPTIONS

Each stock option has an exercise price equal to the market price of our common stock on the date of grant. grant date. Stock options generally vest on the third a

The fair value of options without market conditions is estimated on the grant date of grant using a Black-Scholes-Merton option-pricing model. The following weigh

		2023	2022	2021	2020	
Dividend yield	Dividend yield		**1.0 %**	1.5 %	1.4 %	Dividend yield
Expected volatility(a)	Expected volatility(a)		**31 %**	31 %	20 %	Expected volatility(a)
Risk-free interest rate	Risk-free interest rate		**1.7 %**	0.8 %	1.6 %	Risk-free interest rate
Expected life of stock option (*in years*)(b)	Expected life of stock option (*in years*)(b)		**7.1**	7.2	7.1	Expected life of stock option (*in years*)(b)
Weighted-average fair value per option	Weighted-average fair value per option		**$ 55.30**	$32.38	$25.83	

(a) The expected volatility is based on both weighted historical and implied volatilities of our common stock price.

(b) The expected life of stock options was determined using both historical data and expectations of option exercise behavior.

Certain executives were awarded a grant of stock options on October 31, 2022 that vest, subject to achieving performance and market conditions. These options applicable anniversary, and have a contractual term of seven years. The fair value was estimated at the

grant date using a Monte Carlo valuation model assuming a dividend yield of 1.4 percent, expected volatility (based on both weighted historical and implied volatilities of our common stock price) of 34 percent, risk-free rate of 3.9 percent and an expected life of seven years, resulting in a fair value of $50.1

The weighted-average remaining contractual life and the aggregate intrinsic value (the amount by which the fair value of our stock price exceeds the exercise pric 2022 December 31, 2023, were as follows:

		Outstanding	Exercisable	Vested and Expected to Vest	
		Outstanding			
Weighted-average remaining contractual life *(in years)*	Weighted-average remaining contractual life *(in years)*	5.6	3.6	5.6	Weighted-average remaining contractual life *(in years)*
Aggregate intrinsic value *(millions)*	Aggregate intrinsic value *(millions)*	$ 131	$ 114	$ 131	

As of December 31, 2022 December 31, 2023, there was $46 million $32 million of total unrecognized compensation cost related to unvested options, which will b

For stock options that were exercised during 2023, 2022 2021 and 2020, 2021, the intrinsic value, based upon the fair value of our stock price at the date the optio received by the Company from the exercise of stock options was $56 million $28 million, $64 million $56 million and $44 million $64 million during those respective was $9 million $4 million, $9 million and $14 million in 2023, 2022 and $7 million in 2022, 2021, and 2020, respectively.

RESTRICTED STOCK UNITS/AWARDS

We grant RSUs that contain either a) service conditions or b) both service and performance conditions. RSUs containing only service conditions generally vest rat RSUs containing both service and performance conditions generally vest on the third anniversary of the grant date, and the number of shares earned depends ge holders receive dividend equivalents or dividends.

Performance-based RSUs include a relative total shareholder return (r-TSR) modifier so that our actual shareholder return relative to a comparable peer group is

The fair value of RSUs that do not include the r-TSR modifier, including those that contain only service conditions, is measured using our stock price on the grant Carlo valuation model with the following weighted-average using assumptions in 2022, 2021 and 2020:

Expected volatility(a)
Risk-free interest rate
Remaining performance period *(in years)*

(a) The expected volatility is based on the historical volatility of our common stock price. price, the historical correlations of our common stock price with that of each of the companies in the performanc following assumptions used in 2023, 2022 and 2021 were:

Expected volatility
Risk-free interest rate
Remaining performance period *(in years)*

As of December 31, 2022 December 31, 2023, there was $247 million $258 million of total unrecognized compensation cost related to non-vested RSUs, which wi

The weighted-average grant date grant-date fair value of RSUs granted in 2023, 2022 and 2021 was $163.88, $168.26 and 2020 was $168.26, $123.66, and $12

For RSUs vested during 2023, 2022 2021 and 2020, 2021, the total fair value, based upon our stock price at the date the RSUs vested, was $323 million $389 mil

LIABILITY-BASED AWARDS

Other incentive awards can be settled with cash or equity shares at our discretion and final approval from the Compensation and Benefits Committee approval. Co determined at the grant date of grant and remeasured quarterly as part of compensation expense over the vesting period. Cash paid upon vesting of these award

126 127

NOTE 11

RETIREMENT PLANS

DEFINED CONTRIBUTION RETIREMENT PLANS

We sponsor defined contribution retirement plans, the principal plan being the Retirement Savings Plan (RSP), a 401(k) savings plan with a profit-sharing compor most employees in the United States. The total expense for all defined contribution retirement plans globally was $259 million $380 million, $259 million and $269

DEFINED BENEFIT PENSION AND OTHER POSTRETIREMENT BENEFIT PLANS

Our primary defined benefit pension plans that cover certain employees in the United States and United Kingdom are closed to new entrants and existing particip local retirement plans, some of which are funded, while other employees receive payments at the time of retirement or termination under applicable labor laws or postretirement benefit plans that provide health care and life insurance to certain retired U.S. employees. colleagues in the United States. For these plans, the tot respectively.

We recognize the funded status of our defined benefit pension plans and other postretirement benefit plans, measured as the difference between the fair value of 2022 December 31, 2023 and 2021, 2022, the unfunded status related to the defined benefit pension plans and other postretirement benefit plans was $278 millio

127 128

NOTE 12

CONTINGENCIES AND COMMITMENTS

CONTINGENCIES

In the ordinary course of business, we and our subsidiaries are subject to various pending and potential legal actions, arbitration proceedings, claims, investigatio compliance with laws and regulations (collectively, legal proceedings).

Based on our current knowledge, and taking into consideration our litigation-related liabilities, we do not believe we are a party to, nor are any of our properties th liquidity. However, in light of the uncertainties involved in such matters, including the fact that some pending legal proceedings are at preliminary stages or seek a material impact on our results of operations. Certain legal proceedings involving us or our subsidiaries are described below.

On February 25, 2020, we were named as a defendant in a case filed in the Superior Court of California, Los Angeles County, captioned Laurelwood Cleaners LL from enforcing its anti-steering and non-discrimination provisions and from requiring merchants “to offer the service of Amex-card acceptance for free.” The case

On January 29, 2019, we were named in a putative class action brought in the United States District Court for the Eastern District of New York, captioned Anthony plaintiffs are holders of MasterCard, Visa and/or Discover credit and/or debit cards (but not American Express cards) and allege they paid higher prices as a resul laws of various states. Plaintiffs seek unspecified damages and other forms of relief. The court dismissed plaintiffs’ federal antitrust claim, numerous state antitrus protection claims, the court certified classes for (i) holders of Visa and MasterCard debit cards in plaintiffs’ complaint arise under the antitrust laws of 11 eight state an annual fee in two states and Washington, D.C. We have appealed the consumer protection laws of six states. court’s class certification decisions.

On March 8, 2016, plaintiffs B&R Supermarket, Inc. d/b/a Milam’s Market and Grove Liquors LLC, on behalf of themselves and others, filed a suit, captioned B&R Antitrust Act, California’s Cartwright Act and unjust enrichment in the United States District Court for the Northern District of California, against American Express defendants, through EMVCo, conspired to shift liability for fraudulent, faulty and otherwise rejected consumer credit card transactions from themselves to mercha complaint was filed on July 15, 2016. On September 30, 2016, the court denied our motion to dismiss as to claims brought by merchants who do not accept Amer Eastern District of New York. On August 28, 2020, the court granted plaintiffs' plaintiffs’ motion for class certification.

In July 2004, we were named as a defendant in a putative class action filed in the Southern District of New York and subsequently transferred to the Eastern Distr antitrust tying arrangement between certain of our charge cards and credit cards in violation of various state and federal laws. The plaintiffs in this action seek inju

128 129

In 2006, Mawarid Investments Limited filed a request for confidential arbitration under the 1998 London Court of International Arbitration Rules in connection with Services Company, Inc. relating to a joint venture between the parties, Amex (Middle East) BSC(c) (AEME). In 2008, the tribunal rendered a partial award, includi with airlines located in the Middle East region had been properly allocated to AEME since its inception in 1992. In September 2021, the tribunal rendered a furthe clarified the 2021 partial award and the discount rate that should apply to transactions through non-physical channels. A final award is now expected in 2023.

In May 2020, we began responding to a review by the Office of the Comptroller of the Currency (OCC) and the Department of Justice (DOJ) Civil Division regardir a grand jury subpoena from the United States Attorney's Office for the Eastern District of New York (EDNY) regarding these sales practices issues, as well as a C practices related to consumers. We have also been made aware of a related investigation by the New York Department of Financial Services (NYDFS).

In January 2023, the CFPB notified us that its investigation was completed and that it does not intend to recommend an enforcement action be taken against us a U.S. small business card customers that occurred between 2015 and 2017. The OCC, DOJ, EDNY and EDNY reviews and NYDFS investigations are ongoing, ar actions.We we are cooperating with all inquiries.

We are being challenged in a number of countries regarding our application of value-added taxes (VAT) to certain of our international transactions, which are in va laws, rules and regulations in the relevant jurisdictions, the tax authorities may determine that we owe additional VAT. In certain jurisdictions where we are contest

Our legal proceedings range from cases brought by a single plaintiff to class actions with millions of putative class members to governmental proceedings. These contract, application of tax laws, antitrust and consumer protection claims), some of which present novel factual allegations and/or unique legal theories. While so early stages of the legal process. Even when the amount of damages claimed against us are stated, the claimed amount may be exaggerated and/or unsupportec information and legal issues to enable us to estimate an amount of loss or a range of possible loss, while other matters have progressed sufficiently such that we

We have accrued for certain of our outstanding legal proceedings. An accrual is recorded when it is both (a) probable that a loss has occurred and (b) the amount evaluate, on a quarterly basis, developments in legal proceedings that could cause an increase or decrease in the amount of the accrual that has been previously

For those disclosed legal proceedings where a loss is reasonably possible in future periods, whether in excess of a recorded accrual for legal or tax contingencies range is zero to $200 million $400 million in excess of any accruals related to those matters. This range represents management's estimate based on currently av proceedings evolve, we may need to increase our range of possible loss or recorded accruals. In addition, it is possible that significantly increased merchant steer of the disclosed merchant cases could have a material adverse effect on our business and results of operations.

129 130

COMMITMENTS

Total lease expense includes rent expenses, adjustments for rent concessions, rent escalations and leasehold improvement allowances and is recognized on a st 2022 and 2021 was $164 million, $188 million and 2020 was $188 million, $161 million and $177 million, respectively.

Lease liabilities are recognized at the present value of the contractual fixed lease payments, discounted using our incremental borrowing rate as of the lease com 2023, the weighted average remaining lease term was 19 years and the weighted average rate used to discount lease commitments was 3 percent.

The following represents the maturities of our outstanding lease commitments as of December 31, 2022 December 31, 2023:

(Millions)	*(Millions)*		*(Millions)*
2023		**$ 157**	
2024	2024	**144**	
2025	2025	**121**	
2026	2026	**105**	
2027	2027	**93**	
2028			
Thereafter	Thereafter	**892**	
Total Outstanding Fixed Lease Payments	Total Outstanding Fixed Lease Payments	**$1,512**	
Less: Amount representing interest	Less: Amount representing interest	**$ (539)**	
Lease Liabilities	Lease Liabilities	**$ 973**	

As of December 31, 2022 December 31, 2023, we had approximately $2.0 billion $14.0 billion in financial commitments outstanding related to agreements with cei agreement, generally ranging from five to ten years. Such Generally, such commitments are designed to be satisfied by the payment we make to such cobrand pa Card Members. In the event these payments do not fully satisfy the commitment, we generally pay the cobrand partner up to the amount of the commitment in exc

Our U.S. bank subsidiary, AENB, is a member of the Federal Reserve System (the Federal Reserve) and is therefore required to subscribe to a certain amount of 31, 2023 and 2022, AENB held shares with a carrying value of $132 million, with the remaining half subject to call by the Federal Reserve District Bank Board, the

NOTE 13

DERIVATIVES AND HEDGING ACTIVITIES

We use derivative financial instruments to manage exposures to various market risks. These instruments derive their value from an underlying variable or multiple
Sheets. These instruments enable end users to increase, reduce or alter exposure to various market risks and, for that reason, are an integral component of our r

Market risk is the risk to earnings or asset and liability values resulting from movements in market prices. Our market risk exposures include:

- Interest rate risk due to changes in the relationship between the interest rates on our assets (such as loans, receivables and investment securities) and the int
- Foreign exchange risk related to transactions, funding, investments and earnings in currencies other than the U.S. dollar.

We centrally monitor market risks using market risk limits and escalation triggers as defined in our Asset/Liability Management Policy. Our market exposures are i

Interest rate risk primarily arises through the funding of Card Member receivables and fixed-rate loans with variable-rate borrowings, as well as through the risk to
financing rate and the overnight indexed swap rate. Interest rate exposure within our charge card and fixed-rate lending products is managed by varying the propo
In addition, interest rate swaps are used from time to time to economically convert fixed-rate debt obligations to variable-rate obligations, or to convert variable-rat
changes in business volumes and mix, among other factors.

Foreign exchange exposures arise in four principal ways: (1) Card Member spending in currencies that are not the billing currency, (2) cross-currency transactions
subsidiaries and (4) revenues generated and expenses incurred in foreign currencies, which impact earnings. Our foreign exchange risk is managed primarily by
economical, through various means, including the use of derivatives such as foreign exchange forwards.

Derivatives may give rise to counterparty credit risk, which is the risk that a derivative counterparty will default on, or otherwise be unable to perform pursuant to, a
cost of contracts on the measurement date, as well as estimating the maximum potential future exposure of the contracts over the next 12 months, considering su
to be pre-approved by us and rated as investment grade, and counterparty risk exposures are centrally monitored.

A majority of our derivative assets and liabilities as of December 31, 2022 December 31, 2023 and 2021 2022 are subject to master netting agreements with our d
same counterparty on a net basis in the Consolidated Balance Sheets. To further mitigate counterparty credit risk, we exercise our rights under executed credit su
exchange contracts. These agreements require that, in the event the fair value change in the net derivatives position between the two parties exceeds certain doll
a central clearinghouse are collateralized to the full amount of the fair value of the contracts.

In relation to our credit risk, certain of our bilateral derivative agreements include provisions that allow our counterparties to terminate the relevant agreement in th
of December 31, 2022 December 31, 2023, these derivatives were not in a material net liability position and we had no material risk exposure to any individual der
of December 31, 2022 December 31, 2023 and 2021, 2022, no credit risk adjustment to the derivative portfolio was required.

Our derivatives are carried at fair value on the Consolidated Balance Sheets. The accounting for changes in fair value depends on the instruments' intended use a
determining the fair value of derivatives.

The following table summarizes the total fair value, excluding interest accruals, of derivative assets and liabilities as of December 31:

		Other Assets Fair Value		Other Liabilities Fair Value					
		Other Assets Fair Value							Other Assets Fair Valu
(Millions)	*(Millions)*	**2022**	2021	**2022**	2021	*(Millions)*	**2023**	2022	

Derivatives designated as hedging instruments:	Derivatives designated as hedging instruments:				
Fair value hedges - Interest rate contracts (a)	Fair value hedges - Interest rate contracts (a)				
Fair value hedges - Interest rate contracts (a)	Fair value hedges - Interest rate contracts (a)	**$ —**	$204	**$211**	$ —
Net investment hedges - Foreign exchange contracts	Net investment hedges - Foreign exchange contracts	**350**	219	**251**	54
Total derivatives designated as hedging instruments	Total derivatives designated as hedging instruments	**350**	423	**462**	54
Derivatives not designated as hedging instruments:	Derivatives not designated as hedging instruments:				
Foreign exchange contracts and other	Foreign exchange contracts and other	**171**	167	**339**	85
Foreign exchange contracts and other	Foreign exchange contracts and other				
Total derivatives, gross	Total derivatives, gross	**521**	590	**801**	139
Derivative asset and derivative liability netting (b)	Derivative asset and derivative liability netting (b)	**(257)**	(93)	**(257)**	(93)
Cash collateral netting (c)	Cash collateral netting (c)	**(11)**	(204)	**(212)**	(4)
Total derivatives, net	Total derivatives, net	**$253**	$293	**$332**	$42

(a) For our centrally cleared derivatives, variation margin payments are legally characterized as settlement payments as opposed to collateral.

(b) Represents the amount of netting of derivative assets and derivative liabilities executed with the same counterparty under an enforceable master netting arrangement.

(c) Represents the offsetting of the fair value of bilateral interest rate contracts and certain foreign exchange contracts with the right to cash collateral held from the counterparty or cash collateral poste

We posted $8 million $175 million and $11 million $8 million as of December 31, 2022 December 31, 2023 and 2021, 2022, respectively, as initial margin on our ce and are not netted against the derivative balances.

DERIVATIVE FINANCIAL INSTRUMENTS THAT QUALIFY FOR HEDGE ACCOUNTING

Derivatives executed for hedge accounting purposes are documented and designated as such when we enter into the contracts. In accordance with our risk mana
inception of the hedge accounting relationship and on a quarterly basis, whether derivatives designated as hedges are highly effective in offsetting the fair value o
method. If it is determined that a derivative is not highly effective as a hedge, we will discontinue the application of hedge accounting.

FAIR VALUE HEDGES

A fair value hedge involves a derivative designated to hedge our exposure to future changes in the fair value of an asset or a liability, or an identified portion there

Interest Rate Contracts

We are exposed to interest rate risk associated with our fixed-rate debt obligations. At the time of issuance, certain fixed-rate long-term debt obligations are desig
floating interest rate. We had $8.1 billion $11.7 billion and $12.9 billion $8.1 billion of fixed-rate debt obligations designated in fair value hedging relationships as o

Gains or losses on the fair value hedging instrument principally offset the losses or gains on the hedged item attributable to the hedged risk. The changes in the fa
obligation's interest rate and the benchmark rate, primarily due to credit spreads at inception of the hedging relationship that are not reflected in the fair value of th

The following table presents the gains and losses recognized in Interest expense on the Consolidated Statements of Income associated with the fair value hedges

		Gains (losses)				
		Gains (losses)				
(Millions)	*(Millions)*	**2022**	2021	2020	*(Millions)*	**2023**
Fixed-rate long-term debt	Fixed-rate long-term debt	**$473**	$385	$(405)		
Derivatives designated as hedging instruments	Derivatives designated as hedging instruments	**(476)**	(385)	409		
Total	Total	**$ (3)**	$ —	$ 4		

The carrying values of the hedged liabilities, recorded within Long-term debt on the Consolidated Balance Sheets, were $7.8 billion $11.7 billion and $13.1 billion $
fair value hedging adjustments of $53 million and $(236) million and $237 million for the respective periods.

We recognized in Interest expense on Long-term debt a net decrease increase of $57 million $189 million for the year ended December 31, 2022 December 31, 20
and 2020. 2021, respectively. These were primarily related to the net settlements including interest accruals on our interest rate derivatives designated as fair valu

NET INVESTMENT HEDGES

A net investment hedge is used to hedge future changes in currency exposure of a net investment in a foreign operation. We primarily designate foreign currency
non-U.S. subsidiaries. We had notional amounts of approximately $12.5 billion $14.1 billion and $12.6 billion $12.5 billion of foreign currency derivatives designate
net investment hedges, net of taxes, recorded in AOCI as part of the cumulative translation adjustment, were was a loss of $640 million and gains of $237 million a
2020, 2021, respectively. Net investment hedge reclassifications out of AOCI into the Consolidated Statements of Income were not significant for the years ended

DERIVATIVES NOT DESIGNATED AS HEDGES

We have derivatives that act as economic hedges, but are not designated as such for hedge accounting purposes. Foreign currency transactions from time to tim
These hedges generally mature within one year. Foreign currency contracts involve the purchase and sale of designated currencies at an agreed upon rate for se

The changes in the fair value of derivatives that are not designated as hedges are intended to offset the related foreign exchange gains or losses of the underlyin
billion as of December 31, 2022 December 31, 2023 and 2021, 2022, respectively. The changes in the fair value of the derivatives and the related underlying forei
of $10 million for the years ended December 31, 2022 December 31, 2023, 2021 2022 and 2020, 2021, respectively, that are recognized in Other, net expenses in

In 2022, we recorded an Our embedded derivative with a notional amount of $78 million, related to seller earnout shares granted to us upon the completion of a b
Business Travel, Group, and Apollo Strategic Growth Capital. This Capital (C Ordinary Shares of GBT JerseyCo Limited) had a notional amount of $78 million as o
December 31, 2022. December 31, 2023 and 2022, respectively. The changes in the fair value of the embedded derivative resulted in gains a loss of $9 million an
recognized in Service fees and other revenue in the Consolidated Statements of Income.

NOTE 14

FAIR VALUES

Fair value is defined as the price that would be required to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the m
or liability.

GAAP provides for a three-level hierarchy of inputs to valuation techniques used to measure fair value, defined as follows:

- Level 1 — Inputs that are quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity can access.
- Level 2 — Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly, for substantially the f

  – Quoted prices for similar assets or liabilities in active markets;

  – Quoted prices for identical or similar assets or liabilities in markets that are not active;

  – Inputs other than quoted prices that are observable for the asset or liability; and

  – Inputs that are derived principally from or corroborated by observable market data by correlation or other means.
- Level 3 — Inputs that are unobservable and reflect our own estimates about the estimates market participants would use in pricing the asset or liability based
  amount of expected cash flows).

We monitor the market conditions and evaluate the fair value hierarchy levels at least quarterly. For the years ended December 31, 2022 December 31, 2023 and

FINANCIAL ASSETS AND FINANCIAL LIABILITIES CARRIED AT FAIR VALUE

The following table summarizes our financial assets and financial liabilities measured at fair value on a recurring basis, categorized by GAAP's fair value hierarchy

		2022				2021							
		2023											
(Millions)	*(Millions)*	Total	Level 1	Level 2	Level 3	Total	Level 1	Level 2	Level 3	*(Millions)*	Total	Level 1	Leve
Assets:	**Assets:**												
Investment securities: (a)	Investment securities: (a)												
Investment securities: (a)													
Investment securities: (a)													
Equity securities													
Equity securities													
Equity securities	Equity securities	**$ 41**	**$ 40**	**$ 1**	**$ —**	$ 79	$ 78	$ 1	$ —				
Debt securities	Debt securities	**4,537**	**—**	**4,490**	**47**	2,512	—	2,480	32				
Derivatives, gross (a)(b)	Derivatives, gross (a)(b)	**521**	**—**	**494**	**27**	590	—	590	—				
Total Assets	Total Assets	**5,099**	**40**	**4,985**	**74**	3,181	78	3,071	32				
Liabilities:	**Liabilities:**												
Derivatives, gross (a)	Derivatives, gross (a)	**801**	**—**	**801**	**—**	139	—	139	—				
Derivatives, gross (a)													
Derivatives, gross (a)													
Total Liabilities	Total Liabilities	**$ 801**	**$ —**	**$ 801**	**$ —**	$ 139	$ —	$ 139	$ —				

(a) Refer to Note 4 for the fair values of investment securities and to Note 13 for the fair values of derivative assets and liabilities, on a further disaggregated basis.

(b) Level 3 fair value reflects an embedded derivative. Management reviews and applies judgment to the valuation of the embedded derivative that is performed by an independent third party using a M
additional information about this embedded derivative.

VALUATION TECHNIQUES USED IN THE FAIR VALUE MEASUREMENT OF FINANCIAL ASSETS AND FINANCIAL LIABILITIES CARRIED AT FAIR VALUE

For the financial assets and liabilities measured at fair value on a recurring basis (categorized in the valuation hierarchy table above), we apply the following valua

Investment Securities

When available, quoted prices of identical investment securities in active markets are used to estimate fair value. Such investment securities are classified within

When quoted prices of identical investment securities in active markets are not available, the fair values for our investment securities are obtained primarily from p are estimated using pricing models, where the inputs to those models are based on observable market inputs or recent trades of similar securities. Such investme pricing services vary depending on the type of security being priced but are typically benchmark yields, benchmark security prices, credit spreads, prepayment sp apply any adjustments to the pricing models used. In addition, we did not apply any adjustments to prices received from the pricing services.

We reaffirm our understanding of the valuation techniques used by our pricing services at least annually. In addition, we corroborate the prices provided by our pri between different pricing sources, we evaluate such discrepancies to ensure that the prices used for our valuation represent the fair value of the underlying invest

Within Level 3 of the fair value hierarchy are our holdings of debt securities issued by Community Development Financial Institutions. We take the carrying value f model, that there are indicators that the contractual cash flows will not be received in full.

Derivative Financial Instruments

The fair value of our Level 2 derivative financial instruments is estimated by using third-party pricing models, where the inputs to those models are readily observa derivatives as described below. We reaffirm our understanding of the valuation techniques at least annually and validate the valuation output on a quarterly basis.

The fair value of our interest rate swaps is determined based on a discounted cash flow method using the following significant inputs: the contractual terms of the with the underlying economic factors of the currency in which the cash flows are denominated.

The fair value of foreign exchange forward contracts is determined based on a discounted cash flow method using the following significant inputs: the contractual currency forward curves, and discount rates consistent with the underlying economic factors of the currency in which the cash flows are denominated.

Our Level 3 derivative financial instrument represents an embedded derivative in the form of seller earnout shares granted to us following the completion C Ordina Strategic Growth Capital. GBT JerseyCo Limited. The fair valuation is performed by an independent third party using a Monte Carlo Simulation technique that mod annual expected volatility of the common stock over the expected term, annual risk-neutral rate of return over the contractual term and dividend yield, which is furt

Credit valuation adjustments are necessary when the market parameters, such as a benchmark curve, used to value derivatives are not indicative of our credit qu to the current exposure. Refer to Note 13 for additional information on derivative financial instruments.

135 136

FINANCIAL ASSETS AND FINANCIAL LIABILITIES CARRIED AT OTHER THAN FAIR VALUE

The following table summarizes the estimated fair values of our financial assets and financial liabilities that are measured at amortized cost, and not required to be these financial instruments are estimates based upon the market conditions and perceived risks as of December 31, 2022 December 31, 2023 and 2021, 2022, ar American Express be estimated by aggregating the amounts presented.

			Corresponding Fair Value Amount		
2022 *(Billions)*	Carrying Value	Total	Level 1	Level 2	Level 3
2023 *(Billions)*					
Financial Assets:					
Financial assets for which carrying values equal or approximate fair value					

2023 *(Billions)*	Carrying Value	Tot
Financial Assets:		
Financial assets for which carrying values equal or approximate fair value		
Financial assets for which carrying values equal or approximate fair value		

Financial assets for which carrying values equal or approximate fair value

Cash and cash equivalents(a)

Cash and cash equivalents(a)

Cash and cash equivalents(a)	Cash and cash equivalents(a)	$ 34	$34	$32	$ 2	$—
Other financial assets(b)	Other financial assets(b)	60	60	—	60	—
Financial assets carried at other than fair value	Financial assets carried at other than fair value					
Card Member and Other loans, less reserves(c)	Card Member and Other loans, less reserves(c)	110	113	—	—	113

Card Member and Other loans, less reserves(c)

Card Member and Other loans, less reserves(c)

Financial Liabilities:	**Financial Liabilities:**					

Financial Liabilities:

Financial Liabilities:

Financial liabilities for which carrying values equal or approximate fair value

Financial liabilities for which carrying values equal or approximate fair value

Financial liabilities for which carrying values equal or approximate fair value	Financial liabilities for which carrying values equal or approximate fair value	123	123	—	123	—
Financial liabilities carried at other than fair value	Financial liabilities carried at other than fair value					
Certificates of deposit(d)	Certificates of deposit(d)	16	16	—	16	—

Certificates of deposit(d)

Certificates of deposit(d)

Long-term debt(c)	Long-term debt(c)	$ 43	$42	$—	$42	$—

2021 *(Billions)*	Carrying Value	Total	Corresponding Fair Value Amount Level 1	Level 2	Level 3

2022 *(Billions)* 2022 *(Billions)* Carrying Value Tota

Financial Assets: **Financial Assets:**

Financial assets for which carrying values equal or approximate fair value	Financial assets for which carrying values equal or approximate fair value					
Financial assets for which carrying values equal or approximate fair value						
Financial assets for which carrying values equal or approximate fair value						
Cash and cash equivalents(a)						
Cash and cash equivalents(a)						
Cash and cash equivalents(a)	Cash and cash equivalents(a)	$ 22	$22	$20	$ 2	$—
Other financial assets(b)	Other financial assets(b)	56	56	—	56	—
Financial assets carried at other than fair value	Financial assets carried at other than fair value					
Card Member and Other loans, less reserves(c)	Card Member and Other loans, less reserves(c)	88	91	—	—	91
Card Member and Other loans, less reserves(c)						
Card Member and Other loans, less reserves(c)						
Financial Liabilities:	**Financial Liabilities:**					
Financial Liabilities:						
Financial Liabilities:						
Financial liabilities for which carrying values equal or approximate fair value						
Financial liabilities for which carrying values equal or approximate fair value						
Financial liabilities for which carrying values equal or approximate fair value	Financial liabilities for which carrying values equal or approximate fair value	105	105	—	105	—
Financial liabilities carried at other than fair value	Financial liabilities carried at other than fair value					
Certificates of deposit(d)	Certificates of deposit(d)	5	5	—	5	—
Certificates of deposit(d)						
Certificates of deposit(d)						

Long-term debt(c)	Long-term debt(c)	$ 39	$40	$—	$40	$—

(a) Level 2 fair value amounts reflect time deposits and short-term investments.

(b) Balances include Card Member receivables (including fair values of Card Member receivables of $5.2 billion $4.6 billion and 5.2 billion held by a consolidated VIE as of both December 31, 2022 Dec

(c) Balances include amounts held by a consolidated VIE for which the fair values of Card Member loans were $28.4 billion $28.6 billion and $26.7 billion $28.4 billion as of December 31, 2022 Decemb December 31, 2022 December 31, 2023 and 2021, 2022, respectively.

(d) Presented as a component of Customer deposits on the Consolidated Balance Sheets.

VALUATION TECHNIQUES USED IN THE FAIR VALUE MEASUREMENT OF FINANCIAL ASSETS AND FINANCIAL LIABILITIES CARRIED AT OTHER THA

For the financial assets and liabilities that are not required to be carried at fair value on a recurring basis (categorized in the valuation hierarchy table), we apply th

Financial Assets For Which Carrying Values Equal Or Approximate Fair Value

Financial assets for which carrying values equal or approximate fair value include cash and cash equivalents, Card Member receivables, accrued interest and cer have no defined maturity or have a market-based interest rate.

Financial Assets Carried At Other Than Fair Value

Card Member and Other loans, less reserves

Card Member and Other loans are recorded at historical cost, less reserves, on the Consolidated Balance Sheets. In estimating the fair value for our loans, we us observable pricing inputs thereof, we use various inputs to estimate fair value. Such inputs include projected income, discount rates and forecasted write-offs. The loans.

Financial Liabilities For Which Carrying Values Equal Or Approximate Fair Value

Financial liabilities for which carrying values equal or approximate fair value include accrued interest, customer deposits (excluding certificates of deposit, which a borrowings and certain other liabilities for which the carrying values approximate fair value because they are short term in duration, have no defined maturity or ha

Financial Liabilities Carried At Other Than Fair Value

Certificates of Deposit

Certificates of deposit (CDs) are recorded at their historical issuance cost on the Consolidated Balance Sheets. Fair value is estimated using a discounted cash fl of CDs within similar markets.

Long-term Debt

Long-term debt is recorded at historical issuance cost on the Consolidated Balance Sheets adjusted for (i) unamortized discount and unamortized fees, (ii) the im accounting on certain fixed-rate notes that have been swapped to floating rate through the use of interest rate swaps. The fair value of our long-term debt is meas value is determined by discounting the future cash flows of each instrument at rates currently observed in publicly-traded debt markets for debt of similar terms ar terms and comparable credit risk, we use market interest rates and adjust those rates for necessary risks, including our own credit risk. In determining an appropr offered by us, and interest rates currently offered to us for similar debt instruments of comparable maturities.

NONRECURRING FAIR VALUE MEASUREMENTS

We have certain assets that are subject to measurement at fair value on a nonrecurring basis. For these assets, measurement at fair value in periods subsequent for equity investments without readily determinable fair values.

We estimate the Level 3 fair value of equity investments without readily determinable fair values, which include investments in our Amex Ventures portfolio, based portfolio. Impairments In addition, impairments on such investments are recorded to account for the difference between the estimated fair value and carrying value market conditions and the economic and regulatory environment. When an impairment triggering event occurs, the fair value measurement is generally derived by performed by our investees, and other third-party fair value data. The fair value of impaired investments represents a Level 3 fair value measurement.

The carrying value of equity investments without readily determinable fair values totaled $1.0 billion $0.9 billion and $1.3 billion $1.0 billion as of December 31, 202 billion nil and $0.6 billion as of December 31, 2023 and 2022, respectively, represented a nonrecurring Level 3 fair value measurement for certain of our equity inv determinable fair values as of December 31, 2021. These amounts are included within Other assets on the Consolidated Balance Sheets.

We recorded unrealized gains of $94 $18 million, $729 million $94 million and $113 million $729 million for the years ended December 31, 2022 December 31, 202
million $388 million and $20 million $2 million for the years ended December 31, 2022 December 31, 2023, 2022 and 2021, respectively. Unrealized gains and 202
accounting guidance on the recognition and measurement of financial assets and financial liabilities on January 1, 2018, cumulative unrealized gains for equity in
31, 2022 December 31, 2023 and 2021, 2022, respectively, and cumulative unrealized losses representing impairments were $394 million $431 million and $10 mi

In addition, we also have certain equity investments measured at fair value using the net asset value practical expedient. Such investments were immaterial as of

138 139

NOTE 15

GUARANTEES

The maximum potential undiscounted future payments and related liability resulting from guarantees and indemnifications provided by us in the ordinary course o
respectively, as of December 31, 2022 and $1 billion and $24 million, respectively, as of December 31, 2021, all of which were primarily related to our real estate a

To date, we have not experienced any significant losses related to guarantees or indemnifications. Our recognition of these instruments is at fair value. In addition

NOTE 16

COMMON AND PREFERRED SHARES

The following table shows authorized shares and provides a reconciliation of common shares issued and outstanding for the years ended December 31:

(Millions, except where indicated)	*(Millions, except where indicated)*	**2022**	2021	2020	*(Millions, except where indicated)*
Common shares authorized *(billions)* (a)	Common shares authorized *(billions)* (a)	**3.6**	3.6	3.6	
Shares issued and outstanding at beginning of year	Shares issued and outstanding at beginning of year	**761**	805	810	
Repurchases of common shares	Repurchases of common shares	**(20)**	(46)	(7)	
Other, primarily stock option exercises and restricted stock awards granted		**2**	2	2	
Net shares issued for RSUs and stock option exercises (b)					
Shares issued and outstanding as of December 31	Shares issued and outstanding as of December 31	**743**	761	805	

(a) Of the common shares authorized but unissued as of December 31, 2022 December 31, 2023, approximately 18 million 16 million shares are reserved for issuance under employee stock and emplo

(b) Shares issued for RSUs are reported net of shares withheld for tax withholding obligations.

On September 23, 2019 March 8, 2023, the Board of Directors authorized the repurchase of up to 120 million common shares from time to time, subject to market
on September 23, 2019. During 2023, 2022 and does not have an expiration date. During 2022, 2021, and 2020, we repurchased 22 million common shares with
cost basis of $7.6 billion, and 7 million common shares with a cost basis of $0.9 billion, respectively. The cost basis includes excise tax and commissions paid of $
2020, 2021, respectively. As of December 31, 2022 December 31, 2023, we had approximately 36 million 99 million common shares remaining under the Board sh

Common shares are generally retired by us upon repurchase (except for 2.3 million, 2.4 million shares held as treasury shares as of December 31, 2022 and 2.5 m
respectively); retired common shares and treasury shares are excluded from the shares outstanding in the table above. The treasury shares, with a cost basis of $
2023, 2021 2022 and 2020, 2021, respectively, are included as a reduction to Additional paid-in capital in Shareholders' equity on the Consolidated Balance Sheet

PREFERRED SHARES

The Board of Directors may authorize the issuance of up to 20 million preferred shares at a par value of $1.66 2/3 per share without further shareholder approval. W
December 31, 2022 December 31, 2023:

Issuance date	
Securities issued	
Dividend rate per annum	3.55% through Septembe
Dividend payment date	
Earliest redemption date	
Aggregate liquidation preference	
Carrying value (a)	

(a) Carrying value, presented in the Statements of Shareholders' Shareholders' Equity, represents the issuance proceeds, net of underwriting fees and offering costs.

In the event of the voluntary or involuntary liquidation, dissolution or winding up of the Company, the preferred shares then outstanding take precedence over our
shareholders. We may redeem the outstanding series of preferred shares at $1 million per preferred share (equivalent to $1,000 per depositary share) plus any de
redemption date, or in whole, but not in part, within 90 days of certain bank regulatory changes.

In 2021, we paid $1.6 billion to redeem in full the previously outstanding Series B and Series C preferred shares. The difference between the redemption value ar
available to common shareholders for the year ended December 31, 2021.

There were no warrants issued and outstanding as of December 31, 2022, 2021 and 2020.

NOTE 17

CHANGES IN ACCUMULATED OTHER COMPREHENSIVE INCOME (LOSS)

AOCI is a balance sheet item in Shareholders' equity on the Consolidated Balance Sheets. It is comprised of items that have not been recognized in earnings but
ended December 31 were as follows:

(Millions), net of tax	*(Millions)*, net of tax	Net Unrealized Gains (Losses) on Debt Securities	Foreign Currency Translation Adjustment Gains (Losses), Net of Hedges (a)	Net Unrealized Pension and Other Postretirement Benefit Gains (Losses)	Accumulated Other Comprehensive Income (Loss)	*(Millions)*, net of tax	Net Unrealized Gains (Losses) on Debt Securities
Balances as of December 31, 2019		$ 33	$ (2,189)	$ (581)	$ (2,737)		

Balances as of December 31, 2020					
Net change	Net change	32	(40)	(150)	(158)
Balances as of December 31, 2020		65	(2,229)	(731)	(2,895)
Net change					
Net change	Net change	(42)	(163)	155	(50)
Balances as of December 31, 2021	**Balances as of December 31, 2021**	23	(2,392)	(576)	(2,945)
Net change					
Net change					
Net change	Net change	**(87)**	**(230)**	**52**	**(265)**
Balances as of December 31, 2022	**Balances as of December 31, 2022**	**$ (64)**	**$ (2,622)**	**$ (524)**	**$ (3,210)**
Net change					
Net change					
Net change					
Balances as of December 31, 2023					

(a) Refer to Note 13 for additional information on hedging activity.

The following table shows the tax impact for the years ended December 31 for the changes in each component of AOCI presented above:

	Tax expense (benefit)			
(Millions)		*(Millions)*	**2023**	2022
Net unrealized gains (losses) on debt securities				

		Tax expense (benefit)		
(Millions)		**2022**	2021	2020
Net unrealized (losses) gains on debt securities		**$(27)**	$(13)	$ 9
Foreign currency translation adjustment, net of hedges				
Foreign currency translation adjustment, net of hedges				
Foreign currency translation adjustment, net of hedges	Foreign currency translation adjustment, net of hedges	**75**	51	(62)

Pension and other postretirement benefits	Pension and other postretirement benefits	**27**	52	(28)
Total tax impact	Total tax impact	**$ 75**	$ 90	$(81)

Reclassifications out of AOCI into the Consolidated Statements of Income, net of taxes, were not significant for the years ended December 31, 2022 December 3

141 142

NOTE 18

SERVICE FEES AND OTHER REVENUE AND OTHER EXPENSES

The following is a detail of Service fees and other revenue for the years ended December 31:

(Millions)	*(Millions)*	**2022**	2021	2020	*(Millions)*
Service fees	Service fees	**$1,444**	$1,385	$1,280	
Foreign currency-related revenue	Foreign currency-related revenue	**1,202**	624	517	
Delinquency fees	Delinquency fees	**809**	637	772	
Travel commissions and fees	Travel commissions and fees	**507**	244	102	
Other fees and revenues	Other fees and revenues	**559**	426	31	
Total Service fees and other revenue	Total Service fees and other revenue	**$4,521**	$3,316	$2,702	

The following is a detail of Other expenses for the years ended December 31:

(Millions)	*(Millions)*	**2022**	2021	2020	*(Millions)*
Data processing and equipment	Data processing and equipment	**$2,606**	$2,431	$2,334	
Professional services	Professional services	**2,074**	1,958	1,789	
Net unrealized and realized losses (gains) on Amex Ventures investments		**302**	(767)	(152)	

Net unrealized and realized losses (gains) on Amex Ventures investments (a)				
Other	Other	**1,499**	1,195	1,354
Total Other expenses	Total Other expenses	**$6,481**	$4,817	$5,325

(a) Refer to Note 14 for further information regarding Amex Ventures investments accounted for as equity investments without readily determinable fair values.

NOTE 19

RESTRUCTURING

We periodically initiate restructuring programs to support new business strategies and to enhance our overall effectiveness and efficiency. efficiency and to suppor
with these programs, we will typically incur severance and other exit costs.

We had $135 million $216 million, $67 million $135 million and $197 million $67 million accrued in total restructuring reserves as of December 31, 2022 December
charges, net of revisions to existing reserves, was $179 million, $142 million, and $(10) million and $125 million for the years ended December 31, 2022 Decembe
our Consolidated Statements of Income. The cumulative expense cost relating to the restructuring programs initiated in 2023 or in prior years that were in progres
and 2022 was $270 million, the majority of which has been reflected within Corporate & Other. that were still in progress during 2023. Cumulative amounts were n

142 143

NOTE 20

INCOME TAXES

The components of income tax expense for the years ended December 31 included in the Consolidated Statements of Income were as follows:

(Millions)	*(Millions)*	**2022**	2021	2020	*(Millions)*
Current income tax expense:	Current income tax expense:				
U.S. federal					
U.S. federal					
U.S. federal	U.S. federal	**$2,445**	$1,656	$1,122	
U.S. state and local	U.S. state and local	**339**	351	339	
Non-U.S.	Non-U.S.	**476**	328	639	
Total current income tax expense	Total current income tax expense	**3,260**	2,335	2,100	
Deferred income tax (benefit) expense:	Deferred income tax (benefit) expense:				
U.S. federal	U.S. federal	**(763)**	231	(931)	

U.S. federal				
U.S. federal				
U.S. state and local	U.S. state and local	**(117)**	22	(119)
Non-U.S.	Non-U.S.	**(309)**	41	111
Total deferred income tax (benefit) expense	Total deferred income tax (benefit) expense	**(1,189)**	294	(939)
Total income tax expense	Total income tax expense	**$2,071**	$2,629	$1,161

A reconciliation of the U.S. federal statutory rate of 21 percent as of December 31, 2022 December 31, 2023, 2021 2022 and 2020, 2021, to our actual income tax

		2022	2021	2020	
U.S. statutory federal income tax rate	U.S. statutory federal income tax rate	**21.0 %**	21.0 %	21.0 %	U.S. statutory federal income tax rate
(Decrease) increase in taxes resulting from:	(Decrease) increase in taxes resulting from:				
Tax credits and tax-exempt income (a)		**(0.9)**	(0.1)	(4.1)	
Tax credits and tax-exempt income					
Tax credits and tax-exempt income					
Tax credits and tax-exempt income					
State and local income taxes, net of federal benefit	State and local income taxes, net of federal benefit	**3.1**	3.0	3.7	
Non-U.S. subsidiaries' earnings		**(0.1)**	1.1	2.4	
Non-U.S. subsidiaries' earnings (a)					
Tax settlements and lapse of statute of limitations	Tax settlements and lapse of statute of limitations	**(2.1)**	(0.3)	(1.6)	
Valuation allowances	Valuation allowances	**(0.1)**	—	4.0	
Valuation allowances					
Valuation allowances					
Other	Other	**0.7**	(0.1)	1.6	
Actual tax rates	Actual tax rates	**21.6 %**	24.6 %	27.0 %	Actual tax rates

(a) Includes In certain jurisdictions outside the implementation United States, we benefit from agreements that temporarily lower our income tax expense. The impact of PAM related these agreements w

We record a deferred income tax (benefit) provision when there are differences between assets and liabilities measured for financial reporting and for income tax using the tax rates and laws that will be in effect when such differences are expected to reverse.

143 144

The significant components of deferred tax assets and liabilities as of December 31 are reflected in the following table:

(Millions)	*(Millions)*	**2022**	2021	*(Millions)*
Deferred tax assets:	Deferred tax assets:			
Reserves not yet deducted for tax purposes	Reserves not yet deducted for tax purposes	**$4,052**	$3,637	
Reserves not yet deducted for tax purposes				
Reserves not yet deducted for tax purposes				
Employee compensation and benefits	Employee compensation and benefits	**353**	359	
Net operating loss and tax credit carryforwards	Net operating loss and tax credit carryforwards	**411**	398	
Capitalized developed software				
Other	Other	**776**	809	
Gross deferred tax assets	Gross deferred tax assets	**5,592**	5,203	
Valuation allowance	Valuation allowance	**(537)**	(472)	
Deferred tax assets after valuation allowance	Deferred tax assets after valuation allowance	**5,055**	4,731	
Deferred tax liabilities:	Deferred tax liabilities:			
Intangibles and fixed assets				
Intangibles and fixed assets				
Intangibles and fixed assets	Intangibles and fixed assets	**671**	1,320	
Deferred revenue	Deferred revenue	**126**	189	
Deferred interest	Deferred interest	**118**	133	
Investment in joint ventures	Investment in joint ventures	**17**	183	
Other	Other	**618**	521	
Gross deferred tax liabilities	Gross deferred tax liabilities	**1,550**	2,346	
Net deferred tax assets	Net deferred tax assets	**$3,505**	$2,385	

The net operating loss and tax credit carryforward balance as of December 31, 2022 December 31, 2023, shown in the table above, is related to pre-tax U.S. fede
and foreign tax credit (FTC) carryforwards of $121 million. $132 million. If not utilized, certain U.S. federal and non-U.S. NOL carryforwards will expire between 20
2030 and 2032. 2034.

A valuation allowance is established when management determines that it is more likely than not that all or some portion of the benefit of the deferred tax assets v
deferred tax assets, state NOLs, and FTC carryforwards.

Accumulated earnings of certain non-U.S. subsidiaries, which totaled approximately $1.1 billion as of December 31, 2022 December 31, 2023, are intended to be
earnings intended to be permanently reinvested outside the U.S. Accordingly, state income and foreign withholding taxes, which would have aggregated to approx

Net income taxes paid by us during 2023, 2022 2021 and 2020, 2021, were approximately $3.0 billion $3.3 billion, $1.6 billion $3.0 billion and $2.2 billion $1.6 billio

We are subject to the income tax laws of the United States, its states and municipalities and those of the foreign jurisdictions in which we operate. These tax laws
inherent complexities, we must make judgments in assessing the likelihood that a tax position will be sustained upon examination by the taxing authorities based
regarding the application of income tax laws, it is more likely than not that the tax position will be sustained upon examination. The amount of benefit recognized f
than not to be realized on ultimate settlement with the taxing authority given the facts, circumstances and information available at the reporting date. We adjust th

We are under continuous examination by the Internal Revenue Service (IRS) and tax authorities in other countries and states in which we have significant busines
examination by the IRS for the 2017 and 2018 tax years.

144 145

The following table presents changes in unrecognized tax benefits:

(Millions)	*(Millions)*	**2022**	2021	2020	*(Millions)*
Balance, January 1	Balance, January 1	**$1,024**	$ 790	$726	
Increases:	Increases:				
Current year tax positions	Current year tax positions	**119**	64	57	
Current year tax positions					
Current year tax positions					
Tax positions related to prior years	Tax positions related to prior years	**30**	225	105	
Effects of foreign currency translations		**—**	—	—	
Decreases:	Decreases:				
Decreases:					
Decreases:					
Tax positions related to prior years					
Tax positions related to prior years					
Tax positions related to prior years	Tax positions related to prior years	**(30)**	(14)	(24)	
Settlements with tax authorities	Settlements with tax authorities	**(74)**	(15)	(15)	
Lapse of statute of limitations	Lapse of statute of limitations	**(104)**	(17)	(58)	
Effects of foreign currency translations	Effects of foreign currency translations	**(3)**	(9)	(1)	

Balance,	Balance,			
December 31	December 31	**$ 962**	$1,024	$790

Included in the unrecognized tax benefits of $1.0 billion $0.9 billion, $1.0 billion and $0.8 billion $1.0 billion for December 31, 2022 December 31, 2023, 2021 2022 million, respectively, that, if recognized, would favorably affect the effective tax rate in a future period.

We believe it is reasonably possible that our unrecognized tax benefits could decrease within the next twelve months by as much as $150 million $117 million, prir include unrecognized tax benefits relating to the deductibility of certain expenses or losses and the attribution of taxable income to a particular jurisdiction or jurisc amounts that, if recognized, would impact the effective tax rate in a future period.

Interest and penalties relating to unrecognized tax benefits are reported in the income tax provision. For the years ended December 31, 2022 December 31, 2023 million $40 million, respectively, in expenses for interest and penalties.

We had approximately $410 million and $380 million accrued for the payment of interest and penalties as of both December 31, 2022 December 31, 2023 and 202

NOTE 21

EARNINGS PER COMMON SHARE (EPS)

The computations of basic and diluted EPS for the years ended December 31 were as follows:

(Millions, except per share amounts)	*(Millions, except per share amounts)*	**2022**	2021	2020	*(Millions, except per share amounts)*
Numerator:	**Numerator:**				
Basic and diluted:	Basic and diluted:				
Basic and diluted:					
Basic and diluted:					
Net income					
Net income					
Net income	Net income	**$7,514**	$8,060	$3,135	
Preferred dividends	Preferred dividends	**(57)**	(71)	(79)	
Equity-related adjustments (a)	Equity-related adjustments (a)	**—**	(16)	—	
Net income available to common shareholders	Net income available to common shareholders	**7,457**	7,973	3,056	
Earnings allocated to participating share awards (b)	Earnings allocated to participating share awards (b)	**(57)**	(56)	(20)	
Net income attributable to common shareholders	Net income attributable to common shareholders	**$7,400**	$7,917	$3,036	
Denominator: (b)	**Denominator:** (b)				
Basic: Weighted-average common stock	Basic: Weighted-average common stock	**751**	789	805	
Basic: Weighted-average common stock					
Basic: Weighted-average common stock					

Add: Weighted-average stock options (c)	Add: Weighted-average stock options (c)	**1**	1	1
Diluted	Diluted	**752**	790	806
Basic EPS	Basic EPS	**$ 9.86**	$10.04	$ 3.77
Diluted EPS	Diluted EPS	**$ 9.85**	$10.02	$ 3.77

(a) Represents the difference between the redemption value and carrying value of the Series C and Series B preferred shares, which were redeemed on September 15, 2021 and November 15, 2021,

(b) Our unvested restricted stock awards, which include the right to receive non-forfeitable dividends or dividend equivalents, are considered participating securities. Calculations of EPS under the two-c attributable to participating securities. The related participating securities are similarly excluded from the denominator.

(c) The dilutive effect of unexercised stock options excludes from the computation of EPS 0.39 million 1.38 million, 0.01 million 0.39 million and 0.53 million 0.01 million of options for the years ended De

146 147

NOTE 22

REGULATORY MATTERS AND CAPITAL ADEQUACY

We are supervised and regulated by the Board of Governors of the Federal Reserve System (the Federal Reserve) and are subject to the Federal Reserve's requ (AENB), AENB, is subject to supervision and regulation, including regulatory capital and leverage requirements, by the OCC.

Under the risk-based capital guidelines of the Federal Reserve, we are required to maintain minimum ratios of CET1, Tier 1 and Total (Tier 1 plus Tier 2) capital to assets).

Failure to meet minimum capital requirements can initiate certain mandatory, and possibly additional, discretionary actions by regulators, that, if undertaken, could

As of December 31, 2022 December 31, 2023 and 2021, 2022, we met all capital requirements to which we were subject and maintained regulatory capital ratios i

The following table presents the regulatory capital ratios:

(Millions, except percentages)	*(Millions, except percentages)*	CET 1 capital	Tier 1 capital	Total capital
(Millions, except percentages)				
(Millions, except percentages)				
December 31, 2023: (a)				
December 31, 2023: (a)				
December 31, 2023: (a)				
American Express Company				
American Express Company				
American Express Company				
American Express National Bank				
American Express National Bank				
American Express National Bank				
December 31, 2022: (a)				
December 31, 2022: (a)				
December 31, 2022: (a)	**December 31, 2022:** (a)			
American Express Company	American Express Company	**$ 20,030**	**$ 21,627**	**$ 24,926**
American Express National Bank		**$ 14,820**	**$ 14,820**	**$ 17,273**
December 31, 2021: (a)				
American Express Company				
American Express Company	American Express Company	$ 17,554	$ 19,186	$ 21,506

American Express National Bank	American Express National Bank	$	13,085	$	13,085	$	15,283

American Express National Bank

American Express National Bank

Well-capitalized ratios (b)

Well-capitalized ratios (b)

Well-capitalized ratios (b)	Well-capitalized ratios (b)
American Express Company	American Express Company

American Express Company

American Express Company

American Express National Bank

American Express National Bank

American Express National Bank	American Express National Bank
Minimum capital ratios (c)	Minimum capital ratios (c)

Minimum capital ratios (c)

Minimum capital ratios (c)

Effective Minimum (d)

Effective Minimum (d)

Effective Minimum (d)	Effective Minimum (d)
American Express Company	American Express Company

American Express Company

American Express Company

American Express National Bank	American Express National Bank

American Express National Bank

American Express National Bank

(a) Capital ratios reported using Basel III capital definitions and risk-weighted assets using the Basel III standardized approach.

(b) Represents requirements for bank holding companies and banking subsidiaries to be considered "well capitalized" pursuant to regulations issued under the Federal Reserve Regulation Y and the Fe
company to be considered "well capitalized."

(c) As defined by the regulations issued by the Federal Reserve and OCC.

(d) Represents Basel III minimum capital requirement and applicable regulatory buffers as defined by the federal banking regulators, which includes the stress capital buffer for American Express Comp

RESTRICTED NET ASSETS OF SUBSIDIARIES

Certain of our subsidiaries are subject to restrictions on the transfer of net assets under debt agreements and regulatory requirements. These restrictions have no
Procedures exist to transfer net assets between the Company and its subsidiaries, while ensuring compliance with the various contractual and regulatory constrai
be transferred was approximately $12.0 billion $13.6 billion.

BANK HOLDING COMPANY DIVIDEND RESTRICTIONS

We are limited in our ability to pay dividends by the Federal Reserve, which could prohibit a dividend that would be considered an unsafe or unsound banking pra
common stock only out of net income available to common shareholders generated over the past year, and only if prospective earnings retention is consistent wit
holding companies are required by statute to be a source of strength to their insured depository institution subsidiaries and should not maintain dividend levels tha
includes planned dividends. We may be subject to limitations and restrictions on our dividends, if, among other things, (i) our regulatory capital ratios do not satisf

BANK DIVIDEND RESTRICTIONS

In the year ended December 31, 2022 December 31, 2023, AENB paid dividends from retained earnings to its parent of $4.6 billion $3.6 billion. AENB is limited in banking laws prohibit, without first obtaining regulatory approval, insured depository institutions, such as AENB, from making dividend distributions if such distribu standards. If AENB's risk-based capital ratios do not satisfy minimum regulatory requirements and applicable buffers, it will face graduated constraints on divideno applicable risk-based capital and leverage ratio requirements, as well as policy statements of the federal regulatory agencies. In addition, AENB's AENB's banking including if, in the banking regulator's opinion, payment of a dividend would constitute an unsafe or unsound banking practice in light of the financial condition of tl

NOTE 23

SIGNIFICANT CREDIT CONCENTRATIONS

Concentrations of credit risk exist when changes in economic, industry or geographic factors similarly affect groups of counterparties whose aggregate credit expo economic sectors and geographic regions.

The following table details our maximum credit exposure of the on-balance sheet assets by category as of December 31:

(Billions)	*(Billions)*	**2022**	2021	*(Billions)*
Individuals:	Individuals:			
(a)	(a)	**$156**	$131	
United States	United States	**129**	108	
Outside the United States (b)	Outside the United States (b)	**27**	23	
Institutions:	Institutions:			
Financial services (c)	Financial services (c)	**36**	24	
Financial services (c)				
Financial services (c)				
Other (d)	Other (d)	**17**	15	
Federal Reserve Bank				
U.S. Government and agencies (e)	U.S. Government and agencies (e)	**4**	2	
Total on-balance sheet	Total on-balance sheet	**$213**	**$172**	

(a) Primarily reflects loans and receivables from global consumer and small business Card Members, which are governed by individual credit risk management.

(b) The geographic regions with the largest concentration outside the United States include the United Kingdom, Japan, the European Union, Australia, Canada and Mexico.

(c) Represents banks, broker-dealers, insurance companies and savings and loan associations, which are governed by institutional credit risk management.

(d) Primarily reflects loans and receivables from global corporate Card Members, which are governed by institutional credit risk management.

(e) Represent debt obligations of the U.S. Government and its agencies, states and municipalities and government-sponsored entities. Risk management for these balances is governed by our Asset a

As of December 31, 2022 December 31, 2023 and 2021, 2022, our most significant concentration of credit risk was with individuals. These amounts are generally applicant's financial history and ability and willingness to repay. We also consider credit performance by customer tenure, industry and geographic location in mar

As of December 31, 2022 and 2021, December 31, 2023, we had approximately $350 billion and $327 billion $398 billion of unused credit available to customers, respectively we had approximately $350 billion of unused credit, primarily available to customers as part of established lending product agreements, of which appr represent potential future cash requirements, as a significant portion of this unused credit will likely not be drawn. Our charge Charge card products generally have

NOTE 24

REPORTABLE OPERATING SEGMENTS AND GEOGRAPHIC OPERATIONS

REPORTABLE OPERATING SEGMENTS

We consider a combination of factors when evaluating the composition of our reportable operating segments, including the results reviewed by the chief operating channels, geographic considerations (primarily United States versus outside the United States), and regulatory environment considerations.

Effective for the first quarter of 2022, we updated the methodology used to allocate certain revenues; prior period amounts have been recast to conform to current

Effective for the third quarter of 2022, we realigned our reportable segments to reflect organizational changes announced during the second quarter of 2022. Prior

The following is a brief description of the primary business activities of our four new reportable operating segments:

- U.S. Consumer Services (USCS), which issues a wide range of proprietary consumer cards and provides services to U.S. consumers, including travel and life
- Commercial Services (CS), which issues a wide range of proprietary corporate and small business cards and provides services to U.S. businesses, including and provides services to select global corporate clients.
- International Card Services (ICS), which issues a wide range of proprietary consumer, small business and corporate cards outside the United States. ICS also joint ventures and our loyalty coalition businesses.
- Global Merchant and Network Services (GMNS), which operates a global payments network that processes and settles card transactions, acquires merchants integrated network. GMNS manages our partnership relationships with third-party card issuers (including our network partnership agreements in China), merc extending the reach of the global network.

Corporate functions and certain other businesses and operations are included in Corporate & Other.

150 151

The following table presents certain selected financial information for our reportable operating segments and Corporate & Other as of or for the years ended Dece

(Millions, except where indicated)	*(Millions, except where indicated)*	USCS	CS	ICS	GMNS	Corporate & Other (a)	Consolidated	*(Millions, except where indicated)*	U
2023									
Total non-interest revenues									
Total non-interest revenues									
Total non-interest revenues									
Revenue from contracts with customers (b)									
Interest income									
Interest expense									
Total revenues net of interest expense									

Pretax income (loss)							
Total assets *(billions)*							
2022	**2022**						
Total non-interest revenues							
Total non-interest revenues							
Total non-interest revenues	Total non-interest revenues	**$16,440**	**$12,196**	**$8,262**	**$6,123**	**$ (54)**	**$ 42,967**
Revenue from contracts with customers (b)	Revenue from contracts with customers (b)	**12,478**	**10,844**	**5,301**	**5,603**	**(7)**	**34,219**
Interest income	Interest income	**8,457**	**2,070**	**1,453**	**23**	**655**	**12,658**
Interest expense	Interest expense	**983**	**697**	**654**	**(329)**	**758**	**2,763**
Total revenues net of interest expense	Total revenues net of interest expense	**23,914**	**13,569**	**9,061**	**6,475**	**(157)**	**52,862**
Pretax income (loss)	Pretax income (loss)	**5,400**	**2,880**	**578**	**2,954**	**(2,227)**	**9,585**
Total assets *(billions)*	Total assets *(billions)*	**$ 94**	**$ 51**	**$ 37**	**$ 20**	**$ 26**	**$ 228**
2021	2021						
Total non-interest revenues	Total non-interest revenues	$12,989	$ 9,833	$6,761	$5,021	$ 26	$ 34,630
Revenue from contracts with customers (b)		9,823	8,659	4,368	4,694	172	27,716
Interest income		6,328	1,408	1,116	16	165	9,033
Interest expense		395	330	442	(92)	208	1,283
Total revenues net of interest expense		18,922	10,911	7,435	5,129	(17)	42,380
Pretax income (loss)		5,958	2,936	929	1,874	(1,008)	10,689
Total assets *(billions)*		$ 77	$ 45	$ 33	$ 15	$ 19	$ 189
2020							
Total non-interest revenues							
Total non-interest revenues	Total non-interest revenues	$10,125	$ 8,210	$5,877	$4,209	$ (319)	$ 28,102
Revenue from contracts with customers (b)	Revenue from contracts with customers (b)	7,261	7,123	3,663	3,948	(21)	21,974

Interest income	Interest income	7,009	1,532	1,244	18	280	10,083
Interest expense	Interest expense	787	508	379	(82)	506	2,098
Total revenues net of interest expense	Total revenues net of interest expense	16,347	9,234	6,742	4,309	(545)	36,087
Pretax income (loss)	Pretax income (loss)	3,103	1,013	521	1,294	(1,635)	4,296
Total assets *(billions)*	Total assets *(billions)*	$ 65	$ 35	$ 28	$ 14	$ 49	$ 191

(a) Corporate & Other includes adjustments and eliminations for intersegment activity.

(b) Includes discount revenue, certain service fees and other revenue and processed revenues from customers.

Total Revenues Net of Interest Expense

We allocate discount revenue and certain other revenues among segments using a transfer pricing methodology. Within the USCS, CS and ICS segments, discou
Members; within the GMNS segment, discount revenue generally reflects the network and acquirer component of the overall discount revenue being allocated.

Net card fees, processed revenue and certain other revenues are directly attributable to the segment in which they are reported.

Interest and fees on loans and certain investment income is directly attributable to the segment in which it is reported. Interest expense represents an allocated fu

Provisions for Credit Losses

The provisions for credit losses are directly attributable to the segment in which they are reported.

Expenses

Card Member rewards and Card Member services expenses are included in each segment based on the actual expenses incurred. Business development and M
primarily allocated to the segments based on the relative levels of revenue.

Salaries and employee benefits and other expenses reflect both costs incurred directly within each segment, as well as allocated expenses. The allocated expens
servicing groups, and overhead expenses. Service costs are allocated based on activities directly attributable to the segment, and overhead expenses are allocat

151 152

GEOGRAPHIC OPERATIONS

The following table presents our total revenues net of interest expense and pretax income (loss) from continuing operations in different geographic regions based

Effective for the first quarter of 2022, we changed the way in which we allocate certain overhead expenses by geographic region. As a result, pr
current period presentation; there was no impact at a consolidated level.

(Millions)	*(Millions)*	United States	EMEA(a)	APAC(a)	LACC(a)	Other Unallocated(b)	Consolidated	*(Millions)*	United States	EMEA(a)
2023										
Total revenues net of interest expense										
Total revenues net of interest expense										
Total revenues net of interest expense										
Pretax income (loss) from continuing operations										
2022	**2022**									

Total revenues net of interest expense

Total revenues net of interest expense

Total revenues net of interest expense	Total revenues net of interest expense	**$41,396**	**$4,871**	**$3,835**	**$2,917**	**$ (157)**	**$ 52,862**
Pretax income (loss) from continuing operations	Pretax income (loss) from continuing operations	**10,383**	**550**	**376**	**500**	**(2,224)**	**9,585**
2021	2021						
Total revenues net of interest expense	Total revenues net of interest expense	$33,103	$3,643	$3,418	$2,238	$ (22)	$ 42,380
Pretax income (loss) from continuing operations		10,325	460	420	494	(1,010)	10,689
2020							
Total revenues net of interest expense							
Total revenues net of interest expense	Total revenues net of interest expense	$28,263	$3,087	$3,271	$2,019	$ (553)	$ 36,087
Pretax income (loss) from continuing operations	Pretax income (loss) from continuing operations	5,422	187	328	273	(1,914)	4,296

(a) EMEA represents Europe, the Middle East and Africa; APAC represents Asia Pacific, Australia and New Zealand; and LACC represents Latin America, Canada and the Caribbean.

(b) Other Unallocated includes net costs which are not directly allocated to specific geographic regions, including costs related to the net negative interest spread on excess liquidity funding and executi

152 153

NOTE 25

PARENT COMPANY

PARENT COMPANY – CONDENSED STATEMENTS OF INCOME AND COMPREHENSIVE INCOME

Years Ended December 31 *(Millions)*	Years Ended December 31 *(Millions)*	**2022**	2021	2020	Years Ended December 31 *(Millions)*
Revenues	**Revenues**				
Non-interest revenues	Non-interest revenues				

Non-interest revenues

Non-interest revenues

Other

Other

Other	Other	**$ 388**	$ 343	$ 480
Total non-interest revenues	Total non-interest revenues	**388**	343	480
Interest income	Interest income	**614**	96	228
Interest expense	Interest expense	**857**	482	630
Total revenues net of interest expense	Total revenues net of interest expense	**145**	(43)	78
Expenses	**Expenses**			
Salaries and employee benefits	Salaries and employee benefits	**408**	359	333
Salaries and employee benefits				
Salaries and employee benefits				
Other	Other	**372**	346	562
Total expenses	Total expenses	**780**	705	895
Pretax loss		**(635)**	(748)	(817)
Loss before income tax and equity in net income of subsidiaries				
Income tax benefit	Income tax benefit	**(244)**	(248)	(236)
Net loss before equity in net income of subsidiaries and affiliates		**(391)**	(500)	(581)
Equity in net income of subsidiaries and affiliates	Equity in net income of subsidiaries and affiliates	**7,905**	8,560	3,716
Net income	**Net income**	**$7,514**	$8,060	$3,135
Net unrealized pension and other postretirement benefits, net of tax	Net unrealized pension and other postretirement benefits, net of tax	**10**	151	(91)
Other comprehensive (loss) income, net		**(275)**	(201)	(67)
Other comprehensive income (loss), net				
Comprehensive income	**Comprehensive income**	**$7,249**	$8,010	$2,977

PARENT COMPANY – CONDENSED BALANCE SHEETS

As of December 31 *(Millions)*
Assets
Cash and cash equivalents

Equity in net assets of subsidiaries and affiliates
Loans to subsidiaries and affiliates
Due from subsidiaries and affiliates
Other assets
Total assets
Liabilities and Shareholders' Equity
Liabilities
Accounts payable and other liabilities
Due to subsidiaries and affiliates
Debt with subsidiaries and affiliates
Long-term debt
Total liabilities
Shareholders' Equity
Total shareholders' equity
Total liabilities and shareholders' equity

As of December 31 *(Millions)*
Assets
Cash and cash equivalents
Equity in net assets of subsidiaries and affiliates
Loans to subsidiaries and affiliates
Due from subsidiaries and affiliates
Other assets
Total assets
Liabilities and Shareholders' Equity
Liabilities
Accounts payable and other liabilities
Due to subsidiaries and affiliates
Long-term debt
Total liabilities
Shareholders' Equity
Total shareholders' equity
Total liabilities and shareholders' equity

153 154

PARENT COMPANY – CONDENSED STATEMENTS OF CASH FLOWS

Years Ended December 31 *(Millions)*	Years Ended December 31 *(Millions)*	**2022**	2021	2020	Years Ended December 31 *(Millions)*
Cash Flows from Operating Activities	**Cash Flows from Operating Activities**				
Net income	Net income	**$7,514**	$ 8,060	$ 3,135	
Net income					
Net income					

Adjustments to reconcile net income to cash provided by operating activities:	Adjustments to reconcile net income to cash provided by operating activities:			
Equity in net income of subsidiaries and affiliates				
Equity in net income of subsidiaries and affiliates				
Equity in net income of subsidiaries and affiliates	Equity in net income of subsidiaries and affiliates	**(7,905)**	(8,560)	(3,716)
Dividends received from subsidiaries and affiliates	Dividends received from subsidiaries and affiliates	**5,549**	9,102	2,679
Other operating activities, primarily with subsidiaries and affiliates	Other operating activities, primarily with subsidiaries and affiliates	**160**	(305)	732
Net cash provided by operating activities	Net cash provided by operating activities	**5,318**	8,297	2,830
Cash Flows from Investing Activities	**Cash Flows from Investing Activities**			
(Increase) decrease in loans to subsidiaries and affiliates		**(4,850)**	(176)	11,434
Net increase in loans to subsidiaries and affiliates				
Net increase in loans to subsidiaries and affiliates				
Net increase in loans to subsidiaries and affiliates				
Investments in subsidiaries and affiliates	Investments in subsidiaries and affiliates	**(1)**	(60)	(52)
Other investing activities		**—**	—	74
Net cash (used in) provided by investing activities		**(4,851)**	(236)	11,456
Net cash used in investing activities				
Net cash used in investing activities				

Net cash used in investing activities				
Cash Flows from Financing Activities	**Cash Flows from Financing Activities**			
Net decrease in short-term debt from subsidiaries and affiliates				
Net decrease in short-term debt from subsidiaries and affiliates				
Net decrease in short-term debt from subsidiaries and affiliates	Net decrease in short-term debt from subsidiaries and affiliates	**(136)**	(2,636)	(3,289)
Proceeds from long-term debt	Proceeds from long-term debt	**13,202**	3,000	—
Payments of long-term debt	Payments of long-term debt	**(5,675)**	(5,000)	(2,000)
Issuance of American Express preferred shares	Issuance of American Express preferred shares	**—**	1,584	—
Redemption of American Express preferred shares	Redemption of American Express preferred shares	**—**	(1,600)	—
Issuance of American Express common shares	Issuance of American Express common shares	**56**	64	44
Repurchase of American Express common shares and other	Repurchase of American Express common shares and other	**(3,502)**	(7,652)	(1,029)
Dividends paid	Dividends paid	**(1,565)**	(1,448)	(1,474)
Net cash provided by (used in) financing activities		**2,380**	(13,688)	(7,748)
Net cash (used in) provided by financing activities				
Net increase (decrease) in cash and cash equivalents	Net increase (decrease) in cash and cash equivalents	**2,847**	(5,627)	6,538
Cash and cash equivalents at beginning of year	Cash and cash equivalents at beginning of year	**5,341**	10,968	4,430

Cash and cash equivalents at end of year	Cash and cash equivalents at end of year	**$8,188**	$ 5,341	$10,968

Supplemental cash flow information **Supplemental cash flow information**

Years Ended December 31 *(Millions)*	Years Ended December 31 *(Millions)*	**2022**	2021	2020
Years Ended December 31 *(Millions)*				
Years Ended December 31 *(Millions)*				**2023**
Non-Cash Investing Activities	**Non-Cash Investing Activities**			
Loans to subsidiaries and affiliates	Loans to subsidiaries and affiliates	**$ —**	$(1,787)	$(4,971)
Loans to subsidiaries and affiliates				
Loans to subsidiaries and affiliates				
Non-Cash Financing Activities	**Non-Cash Financing Activities**			
Short-term debts from subsidiaries and affiliates		**—**	—	4,971
Proceeds from long-term debt	Proceeds from long-term debt	**$ —**	$ 1,787	$ —
Proceeds from long-term debt				
Proceeds from long-term debt				

154 155

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL D

Not applicable.

ITEM 9A. CONTROLS AND PROCEDURES

Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, has evaluated the effectiveness of our disclosure controls and p amended (the Exchange Act)) as of the end of the period covered by this report. Based on such evaluation, our Chief Executive Officer and Chief Financial Office ensure that the information required to be disclosed in our reports filed or submitted under the Exchange Act is recorded, processed, summarized and reported wi our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure.

There have not been any changes in our internal control over financial reporting (as such term is defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Ac internal control over financial reporting.

“Management’s Report on Internal Control over Financial Reporting,” which sets forth management’s evaluation of internal control over financial reporting, and the reporting as of December 31, 2022 December 31, 2023 are set forth in “Financial Statements and Supplementary Data.”

ITEM 9B. OTHER INFORMATION

Not applicable. ***Rule 10b5-1 Trading Plans***

During the three months ended December 31, 2023, none of our directors or officers (as defined in Rule 16a-1(f) under the Exchange Act) adopted or terminated defense conditions of Rule 10b5-1(c) under the Exchange Act or any “non-Rule 10b5-1 trading arrangement” as defined in Item 408(c) of Regulation S-K.

ITEM 9C. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS

Not applicable.

155 156

PART III

ITEMS 10, 11, 12 and 13. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE; EXECUTIV AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS; CERTAIN RELATIONSHIPS AND

We expect to file with the SEC in March 2023 2024 (and, in any event, not later than 120 days after the close of our last fiscal year), a definitive proxy statement, p 2024, which involves the election of directors. The following information to be included in such proxy statement is incorporated herein by reference:

- Information included under the caption “Corporate Governance at American Express — Our Corporate Governance Framework — Our Board’s Indep
- Information included under the caption “Corporate Governance at American Express — Our Board Committees — Board Committee Responsibilities”
- Information included under the caption “Corporate Governance at American Express — Our Corporate Governance Framework — Director Attendanc
- Information included under the caption “Corporate Governance at American Express — Compensation of Directors”
- Information included under the caption “Stock Ownership Information”
- Information included under the caption “Corporate Governance at American Express — Item 1 — Election of Directors for a Term of One Year”
- Information included under the caption “Executive Compensation” (other than information included under the subcaption “Pay versus Performance”)
- Information under the caption “Corporate Governance at American Express — Certain Relationships and Transactions”
- Information under the caption “Delinquent Section 16(a) Reports”

In addition, the information regarding executive officers called for by Item 401(b) of Regulation S-K may be found under the caption “Information About Our Execu

We have adopted a set of Corporate Governance Principles, which together with the charters of the four standing committees of the Board of Directors (Audit and Conduct (which constitutes our code of ethics) and the Code of Business Conduct for the Members of the Board of Directors, provide the framework for our gover of Conduct (which applies not only to our Chief Executive Officer, Chief Financial Officer and Controller, but also to all our other colleagues) and the Code of Busi on our Investor Relations website at http://ir.americanexpress.com. We also intend to disclose any amendments to our Code of Conduct, or waivers of our Code c access our Investor Relations website through our main website at www.americanexpress.com by clicking on the “Investor Relations” link, which is located at the also obtain free copies of these materials by writing to our Corporate Secretary at our headquarters.

156 157

ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

The information set forth under the heading “Item 2 — Ratification of Appointment of Independent Registered Public Accounting Firm — PricewaterhouseCoopers Shareholders to be held May 2, 2023 May 6, 2024, is incorporated herein by reference.

157 158

PART IV

ITEM 15. EXHIBIT AND FINANCIAL STATEMENT SCHEDULES

(a)

1. *Financial Statements*:

   See the “Index to Consolidated Financial Statements” under “Financial Statements and Supplementary Data.”

2. *Financial Statement Schedules*:

   All schedules are omitted since the required information is either not applicable, not deemed material, or shown in the Consolidated Financial Statem

3. *Exhibits*:

   The following exhibits are filed as part of this report. The exhibit numbers preceded by an asterisk (*) indicate exhibits electronically filed herewith. All 10.1 through 10.32 10.27 are management contracts or compensatory plans or arrangements.

3.1	Company's Company's Amended and Restated Certificate of Incorporation,, as amended through April 20, 2022 (incorporated by 1-7657) for the quarter ended March 31, 2022).
3.2	Company's Company's By-Laws, as amended through October 19, 2022 (incorporated by reference to Exhibit 3.1 of the Compar September 30, 2022).
4.1	The instruments defining the rights of holders of long-term debt securities of the Company and its subsidiaries are omitted pursu these instruments to the SEC upon request.
4.2	Description of American Express Company's securities registered pursuant to Section 12 of the Securities Exchange Act of 1934 10-K (Commission File No. 1-7657) for the year ended December 31, 2020).
* 10.1	American Express Company Deferred Compensation Plan for Directors and Advisors, as amended and restated effective Janua (Commission File No. 1-7657) for the year ended December 31, 2022).
10.2	American Express Company 2007 Pay-for-Performance Deferral Program Document (incorporated by reference to Exhibit 10.1 c 20, 2006 (filed November 22, 2006)).
10.3	Description of amendments to 1994–2006 Pay-for-Performance Deferral Programs (incorporated by reference to Exhibit 10.13 o December 31, 2006).
10.4	American Express Company 2006 Pay-for-Performance Deferral Program Guide (incorporated by reference to Exhibit 10.1 of the 2005 (filed November 23, 2005)).
10.5	American Express Company 2005 Pay-for-Performance Deferral Program Guide (incorporated by reference to Exhibit 10.10 of tl December 31, 2004).
10.6	Description of American Express Company Pay-for-Performance Deferral Program (incorporated by reference to Exhibit 10.2 of 2004 (filed January 28, 2005)).
10.7	Amendment to the Pre-2008 Nonqualified Deferred Compensation Plans of American Express Company (incorporated by refere 7657) for the year ended December 31, 2008).
10.8	10.8
10.9	Certificate of Amendment of the American Express Company Retirement Plan for Non-Employee Directors dated March 21, 199 File No. 1-7657) for the year ended December 31, 1995).
10.10	American Express Key Executive Life Insurance Plan, as amended (incorporated by reference to Exhibit 10.12 of the Company's 31, 1991).
10.1110.9	Amendment to American Express Company Key Executive Life Insurance Plan (incorporated by reference to Exhibit 10.3 of the September 30, 1994).

10.1210.10	Amendment to American Express Company Key Executive Life Insurance Plan, effective as of January 22, 2007 (incorporated by reference to Exhibit 10.22 of the Company's Company's Annual Report on Form 10-K (Commission File No. 1-7657) for the year ended December 31, 2006).

10.1310.11	Amendment to American Express Company Key Executive Life Insurance Plan, effective as of January 1, 2011 (incorporated by r File No. 1-7657) for the year ended December 31, 2010).
10.12	10.14
10.13	10.15
10.16	American Express Company Salary/Bonus Deferral Plan (incorporated by reference to Exhibit 10.20 of the Company's Company's 1988).
10.1710.14	Amendment to American Express Company Salary/Bonus Deferral Plan (incorporated by reference to Exhibit 10.4 of the Compar September 30, 1994).
10.1810.15	American Express Senior Executive Severance Plan, as amended and restated effective May 1, 2018 (incorporated by reference No. 1-7657) for the quarter ended June 30, 2018).
10.1910.16	Amendments of (i) the American Express Salary/Bonus Deferral Plan and (ii) the American Express Key Executive Life Insurance Form 10-K (Commission File No. 1-7657) for the year ended December 31, 1997).
* 10.2010.17	Twelfth Amendment and Restatement of the American Express Retirement Restoration Plan (f/k/a Supplemental Retirement Plan 10.20 of the Company's Annual Report on Form 10-K (Commission File No. 1-7657) for the year ended December 31, 2022).
10.2110.18	American Express Company 2003 Share Equivalent Unit Plan for Directors, as amended and restated, effective January 1, 2015 10-K (Commission File No. 1-7657) for the year ended December 31, 2015).
* 10.22 10.19	Description of Compensation Payable to Non-Management Directors,, effective January 1, 2022 effective January 1, 202 (incorpo File No. 1-7657) for the year ended December 31, 2022).
10.2310.20	American Express Company 2007 Incentive Compensation Plan (incorporated by reference to Exhibit 10.1 of the Company's Con 27, 2007)).
10.2410.21	American Express Company 2007 Incentive Compensation Plan Master Agreement (as amended and restated effective January on Form 8-K (Commission File No. 1-7657), dated January 23, 2012 (filed January 27, 2012)).
10.2510.22	Form of nonqualified stock option award agreement for executive officers under the American Express Company 2007 Incentive C 10.43 of the Company's Company's Annual Report on Form 10-K (Commission File No. 1-7657) for the year ended December 31
10.2610.23	American Express Company 2016 Incentive Compensation Plan (as amended and restated effective May 5, 2020) (incorporated (Commission File No. 1-7657), dated May 5, 2020 (filed May 7, 2020)).

* 10.2710.24	Form of nonqualified stock option award agreement for executive officers under the American Express Company 2016 Incentiv Company's Annual Report on Form 10-K (Commission File No. 1-7657) for the year ended December 31, 2016). .
* 10.2810.25	Form of restricted stock unit unit/restricted stock award agreement for executive officers under the American Express Compan of the Company's Annual Report on Form 10-K (Commission File No. 1-7657) for the year ended December 31, 2016). .

10.2910.26	Form of award agreement for executive officers in connection with Performance Grant awards (a/k/a Executive Annual Incentiv (incorporated by reference to Exhibit 10.43 of the Company's Company's Annual Report on Form 10-K (Commission File No. 1-
10.30	Amendment to the Form of nonqualified stock option award agreement and Form of restricted stock unit award for executive off 2020) (incorporated by reference to Exhibit 10.41 of the Company's Annual Report on Form 10-K (Commission File No. 1-7657
* 10.31	Amendment to the Form of restricted stock unit award agreement and Form of nonqualified stock option award agreement for e February 1, 2023).
10.3210.27	Form of notice agreement in connection with Annual Incentive Awards under the American Express Company 2016 Incentive C (Commission File No. 1-7657) for the year ended December 31, 2019).
10.3310.28	Restated Letter Agreement, dated May 6, 2019, between American Express Company and Berkshire Hathaway Inc., on behalf Form 8-K (Commission File No. 1-7657), dated May 6, 2019 (filed May 6, 2019)).
10.3410.29	Time Sharing Agreement, dated February 13, 2018, by and between American Express Travel Related Services Company, Inc. 10-K (Commission File No. 1-7657) for the year ended December 31, 2017).
10.3510.30	Amendment No. 1, dated March 29, 2019, to the Time Sharing Agreement, dated February 13, 2018, by and between America Company's Company's Quarterly Report on Form 10-Q (Commission File No. 1-7657) for the quarter ended March 31, 2019).
10.3610.31	Amendment No. 2, dated July 26, 2019, to the Time Sharing Agreement, dated February 13, 2018, by and between American E Company's Company's Quarterly Report on Form 10-Q (Commission File No. 1-7657) for the quarter ended September 30, 201
10.3710.32	Amendment No. 3, dated December 15, 2020, to the Time Sharing Agreement, dated February 13, 2018, by and between Ame the Company's Company's Annual Report on Form 10-K (Commission File No. 1-7657) for the year ended December 31, 2020)
10.3810.33	Amendment No. 4, dated December 28, 2021, to the Time Sharing Agreement, dated February 13, 2018, by and between Ame the Company's Company's Annual Report on Form Form 10-K (Commission File No. 1-7657) for the year ended December 31,
10.3910.34	Amendment No. 5,, dated July 27, 2022July 27, 2022, to the Time Sharing Agreement, dated February 13, 2018, by and betwe 10.1 of the Company's Company's Quarterly Report on Form 10-Q (Commission (Commission File No. 1-7657) for the quarter e
* 21	Subsidiaries of the Company.

* 23	Consent of PricewaterhouseCoopers LLP.
* 31.1	Certification of Stephen J. Squeri, Chief Executive Officer, pursuant to Rule 13a-14(a) promulgated under the Securities Excha
* 31.2	Certification of Jeffrey C. Campbell, Christophe Y. Le Caillec, Chief Financial Officer, pursuant to Rule 13a-14(a) promulgated u
* 32.1	Certification of Stephen J. Squeri, Chief Executive Officer, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Sectio

* 32.2	Certification of Jeffrey C. Campbell, Christophe Y. Le Caillec, Chief Financial Officer, pursuant to 18 U.S.C. Section 1350, as ad
* 97	American Express Company Policy for the Recovery of Erroneously Awarded Compensation.
* 101.INS	XBRL Instance Document – The instance document does not appear in the interactive data file because its XBRL tags are emb
* 101.SCH	XBRL Taxonomy Extension Schema Document
* 101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
* 101.LAB	XBRL Taxonomy Extension Label Linkbase Document
* 101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document
* 101.DEF	XBRL Taxonomy Extension Definition Linkbase Document
* 104	Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101)

162 163

ITEM 16. FORM 10-K SUMMARY

Not applicable.

163 164

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Company has duly caused this report to be signed on its behalf b

Je
Vi

February 10, 2023 9, 2024

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Company and i

/s/ STEPHEN J. SQUERI

Stephen J. Squeri
Chairman, Chief Executive Officer and Director

/s/ CHRISTOPHE Y. LE CAILLEC

/s/ JEFFREY C. CAMPBELL

Jeffrey C. Campbell
Vice Chairman and
Christophe Y. Le Caillec
Chief Financial Officer

/s/ JESSICA LIEBERMAN QUINN

Jessica Lieberman Quinn
Executive Vice President and Corporate Controller
(Principal Accounting Officer)

/s/ THOMAS J. BALTIMORE, JR.

Thomas J. Baltimore, Jr.
Director

/s/ CHARLENE BARSHEFSKY

Charlene Barshefsky
Director

/s/ JOHN J. BRENNAN

John J. Brennan
Director

/s/ PETER CHERNIN

Peter Chernin
Director

/s/ WALTER J. CLAYTON III

Walter J. Clayton III
Director

/s/ RALPH DE LA VEGA

Ralph de la Vega
Director

Mic

The

Del

Kar
Dir

February 10, 2023 9, 2024

164 165

STATISTICAL DISCLOSURE BY BANK HOL

The accompanying supplemental information should be read in conjunction with the “MD&A”, &A,” “Consolidated Financial Statements” and notes thereto.

Distribution of Assets, Liabilities, and Shareholders’ Equity; Interest Rates and Interest Differential

The following tables provide a summary of our consolidated average balances including major categories of interest-earning assets and interest-bearing liabilities segregated between U.S. and non-U.S. offices. Assets, liabilities, interest income and interest expense are attributed to the United States and outside the United

	2022	2021	2020
2023			

Years Ended December 31, *(Millions, except percentages)*	Average Balance (a)	Interest Income	Average Yield	Average Balance (a)	Interest Income	Average Yield	Average Balance (a)	Interest Income	Average Yield
Interest-earning assets									
Interest-bearing deposits in other banks									
U.S.	**$ 22,022**	**$ 462**	**2.1 %**	$ 25,583	$ 34	0.1 %	$ 31,446	$ 100	0.3 %
Non-U.S.	**2,005**	**95**	**4.7**	2,291	54	2.4	2,367	51	2.2
Federal funds sold and securities purchased under agreements to resell									
Non-U.S.	**381**	**29**	**7.6**	196	10	5.1	184	11	6.0
Short-term investment securities									
U.S.	**580**	**7**	**1.2**	360	—	—	658	7	1.1
Non-U.S.	**93**	**2**	**2.2**	106	—	—	97	1	1.0
Card Member loans (b)									
U.S.	**82,991**	**10,215**	**12.3**	66,436	7,553	11.4	65,559	8,196	12.5
Non-U.S.	**12,378**	**1,423**	**11.5**	9,614	1,086	11.3	9,018	1,196	13.3
Other loans (b)									
U.S.	**3,819**	**310**	**8.1**	2,341	181	7.7	4,078	342	8.4
Non-U.S.	**264**	**19**	**7.2**	126	30	23.8	139	45	32.4
Taxable investment securities (c)									

Years Ended December 31, *(Millions, except percentages)*	Average Balance (a)
U.S.	**$ 34,327**

Interest-bearing deposits in other banks
Interest-bearing deposits in other banks
U.S.
U.S.
Non-U.S.
Non-U.S.
U.S.
Card Member and other loans
U.S.
U.S.
Taxable investment securities (b)
Taxable investment securities (b)

Taxable investment securities (b)

U.S.

U.S.

U.S.	U.S.	**3,196**	**67**	**2.1**	13,765	62	0.5	14,002	100	0.7
Non-U.S.	Non-U.S.	**648**	**23**	**3.5**	634	16	2.5	612	21	3.4
Non-taxable investment securities (c)										
Non-taxable investment securities (b)										
U.S.	U.S.	**29**	**2**	**9.8**	87	3	4.7	128	5	5.1
Other assets (d)										
U.S.										
U.S.										
Other assets (c)										
Primarily U.S.	Primarily U.S.	**10**	**4**	**n.m.**	16	4	n.m.	38	8	n.m.
Total interest-earning assets (e)		**$128,416**	**$12,658**	**9.9 %**	$121,555	$9,033	7.4 %	$128,326	$10,083	7.9 %
Primarily U.S.										
Primarily U.S.										
Total interest-earning assets (d)										
U.S.	U.S.	**$112,647**	**$11,067**		$108,588	$7,837		$115,909	$ 8,758	
Non-U.S.	Non-U.S.	**$ 15,769**	**$ 1,591**		$ 12,967	$1,196		$ 12,417	$ 1,325	
Non-U.S.										
Non-U.S.										

Primarily U.S.	**8**
Total interest-earning assets (d)	**$ 161,801**

n.m. Denotes rates determined to not be meaningful.

(a) Averages based on month-end balances.

(b) Average non-accrual loans were included in the average U.S Card Member loan balances in amounts of $121 million for both 2022 and 2021, and $275 million for 2020. Average other loan balances determine the average yield on loans.

(c) Average yields for both taxable and non-taxable investment securities have been calculated using amortized cost balances and do not include changes in fair value recorded in other comprehensive 2023, 2022 2021 and 2020. 2021.

(d) (c) Amounts include (i) average equity securities balances, which are included in investment securities on the Consolidated Balance Sheets, and (ii) the associated income.

(e) (d) The average yield on total interest-earning assets is adjusted for the impacts of the items mentioned in footnote (c) (b).

Years Ended December 31, *(Millions, except percentages)*	Years Ended December 31, *(Millions, except percentages)*	**2022** Average Balance (a)	2021 Average Balance (a)	2020 Average Balance (a)	Years Ended December 31, *(Millions, except percentages)*	**2023** Average Balance
Non-interest-earning assets	**Non-interest-earning assets**					

Cash and due from banks	Cash and due from banks			
Cash and due from banks				
Cash and due from banks				
U.S.				
U.S.				
U.S.	U.S.	**$ 2,794**	$ 2,729	$ 2,205
Non-U.S.	Non-U.S.	**742**	868	823
Card Member receivables, net	Card Member receivables, net			
U.S.	U.S.	**34,527**	30,039	27,414
U.S.				
U.S.				
Non-U.S.	Non-U.S.	**19,973**	16,632	16,009
Reserves for credit losses on Card Member and other loans	Reserves for credit losses on Card Member and other loans			
U.S.	U.S.	**(2,972)**	(3,964)	(4,682)
U.S.				
U.S.				
Non-U.S.	Non-U.S.	**(272)**	(369)	(526)
Other assets (b)	Other assets (b)			
U.S.				
U.S.				
U.S.	U.S.	**16,621**	16,589	14,680
Non-U.S.	Non-U.S.	**5,650**	5,514	5,830
Total non-interest-earning assets	**Total non-interest-earning assets**	**77,063**	68,038	61,753
U.S.	U.S.	**50,970**	45,393	39,617
Non-U.S.	Non-U.S.	**26,093**	22,645	22,136
Total assets	**Total assets**	**205,479**	189,593	190,079
U.S.	U.S.	**163,617**	153,981	155,526
Non-U.S.	Non-U.S.	**$41,862**	$35,612	$34,553
Percentage of total average assets attributable to non-U.S. activities	**Percentage of total average assets attributable to non-U.S. activities**	**20.4 %**	18.8 %	18.2 %

Percentage of total average assets attributable to non-U.S. activities

Percentage of total average assets attributable to non-U.S. activities

(a) Averages based on month-end balances.

(b) Includes premises and equipment, net of accumulated depreciation and amortization.

	2022 / **2023**			2021			2020					
Years Ended December 31, (Millions, except percentages)	Average Balance (a)	Interest Expense	Average Rate	Average Balance (a)	Interest Expense	Average Rate	Average Balance (a)	Interest Expense	Average Rate	Average Balance (a)	Interest Expense	Average Rate
Interest-bearing liabilities												
Customer deposits												
Customer deposits												
Customer deposits												
U.S.												
Savings	**$ 85,198**	**$ 1,245**	**1.5 %**	$ 78,084	$ 314	0.4 %	$ 69,796	$ 697	1.0 %			
Time	**9,356**	**254**	**2.7**	6,092	139	2.3	9,898	237	2.4			
Demand	**1,300**	**23**	**1.8**	692	2	0.3	752	5	0.7			
U.S.												
U.S.												
Savings and transaction accounts												
Savings and transaction accounts												
Savings and transaction accounts										**$ 86,102**	**$ 3,357**	**3.9 %**
Certificates of deposit												
Sweep accounts												
Non-U.S.												
Time	**6**	**—**	**—**	8	—	—	11	1	9.1			
Other deposits	**11**	**5**	**45.5**	11	3	27.3	11	3	27.3			
Certificates of deposit and other deposits												
Certificates of deposit and other deposits												
Certificates of deposit and other deposits												
Short-term borrowings												
U.S.												
U.S.												
U.S.	**8**	**—**	**—**	3	—	—	769	18	2.3			
Non-U.S.	**1,894**	**19**	**1.0**	1,983	12	0.6	2,017	11	0.5			

Long-term debt and other (b)	Long-term debt and other (b)																
U.S.																	
U.S.																	
U.S.	U.S.	**39,322**	**1,197**	**3.0**	38,157	808	2.1	48,690	1,123	2.3							
Non-U.S.	Non-U.S.	**273**	**20**	**7.3**	326	5	1.5	336	3	0.9							
Total interest-bearing liabilities	**Total interest-bearing liabilities**	**$137,368**	**$ 2,763**	**2.0 %**	$125,356	$ 1,283	1.0 %	$132,280	$ 2,098	1.6 %	**Total interest-bearing liabilities**	**$166,202**	**$**	**$ 6,849**	**4.1**		**4.1 %**
U.S.	U.S.	**$135,184**	**$ 2,719**		$123,028	$ 1,263		$129,905	$ 2,080								
Non-U.S.	Non-U.S.	**$ 2,184**	**$ 44**		$ 2,328	$ 20		$ 2,375	$ 18								
Non-U.S.																	
Non-U.S.																	
Non-interest-bearing liabilities																	
Non-interest-bearing liabilities																	
Non-interest-bearing liabilities	**Non-interest-bearing liabilities**																
Accounts payable	Accounts payable																
Accounts payable																	
Accounts payable																	
U.S.																	
U.S.																	
U.S.	U.S.	**$ 4,982**			$ 4,289			$ 4,642									
Non-U.S.	Non-U.S.	**5,796**			5,107			4,737									
Non-U.S.																	
Non-U.S.																	
Customer deposits(c)																	
Customer deposits(c)																	
Customer deposits(c)	Customer deposits(c)																
U.S.	U.S.	**534**			494			766									
U.S.																	
U.S.																	
Non-U.S.																	
Non-U.S.																	
Non-U.S.	Non-U.S.	**474**			569			682									
Other liabilities	Other liabilities																
Other liabilities																	
Other liabilities																	
U.S.																	
U.S.																	
U.S.	U.S.	**25,080**			22,925			18,954									
Non-U.S.	Non-U.S.	**7,865**			6,943			6,016									
Non-U.S.																	
Non-U.S.																	
Total non-interest-bearing liabilities																	
Total non-interest-bearing liabilities																	

Total non-interest-bearing liabilities	**Total non-interest-bearing liabilities**	**44,731**		40,327		35,797					
U.S.	U.S.	**30,596**		27,708		24,362					
U.S.											
U.S.											
Non-U.S.											
Non-U.S.											
Non-U.S.	Non-U.S.	**14,135**		12,619		11,435					
Total liabilities	**Total liabilities**	**182,099**		165,683		168,077					
Total liabilities											
Total liabilities											
U.S.											
U.S.											
U.S.	U.S.	**165,780**		150,736		154,267					
Non-U.S.	Non-U.S.	**16,319**		14,947		13,810					
Total shareholders' equity		**23,380**		23,910		22,002					
Total liabilities and shareholders' equity		**$205,479**		$189,593		$190,079					
Non-U.S.											
Non-U.S.											
Total shareholders' equity											
Total shareholders' equity											
Total shareholders' equity											
Total liabilities and shareholders' equity											
Total liabilities and shareholders' equity											
Total liabilities and shareholders' equity											
Percentage of total average liabilities attributable to non-U.S. activities											
Percentage of total average liabilities attributable to non-U.S. activities											
Percentage of total average liabilities attributable to non-U.S. activities	**Percentage of total average liabilities attributable to non-U.S. activities**	**9.0 %**		9.0 %		8.2 %					
Interest rate spread	**Interest rate spread**		**7.9 %**		6.4 %		6.3 %				
Interest rate spread											
Interest rate spread											
Net interest income and net average yield on interest-earning assets(d)`	**Net interest income and net average yield on interest-earning assets(d)`**	**$ 9,895**	**7.7 %**	$ 7,750	6.4 %	$ 7,985	6.2 %	**Net interest income and net average yield on interest-earning assets(d)`**	**$13,134**	**8.1**	**8**

(a) Averages based on month-end balances.

(b) Interest expense primarily reflects interest on long-term financing and interest incurred on derivative instruments in qualifying hedging relationships on the hedged debt instruments.

(c) U.S. non-interest-bearing Customer deposits include average Card Member credit balances of $502 million $474 million, $502 million and $470 million for 2023, 2022 and $742 million for 2022, 202
$471 million and $568 million for 2023, 2022 and $679 million for 2022, 2021, and 2020, respectively.

(d) Net average yield on interest-earning assets is defined as net interest income divided by average total interest-earning assets as adjusted for the items mentioned in footnote (c) from the table on A-

Changes in Net Interest Income − Volume and Rate Analysis (a)

The following table presents the amount of changes in interest income and interest expense due to changes in both average volume and average rate. Major cate
Average volume/rate changes have been allocated between the average volume and average rate variances on a consistent basis based upon the respective per

		2022 Versus 2021			2021 Versus 2020					
		Increase (Decrease) due to change in:			Increase (Decrease) due to change in:					
		2023 Versus 2022								
		Increase (Decrease) due to change in:								
Years Ended December 31, *(Millions)*										
Years Ended December 31, *(Millions)*										
Years Ended December 31, *(Millions)*	Years Ended December 31, *(Millions)*	Average Volume(b)	Average Rate(c)	Net Change	Average Volume(b)	Average Rate(c)	Net Change	Average Volume(b)	Average Rate(c)	Net Change
Interest-earning assets	**Interest-earning assets**									
Interest-bearing deposits in other banks	Interest-bearing deposits in other banks									
Interest-bearing deposits in other banks										
Interest-bearing deposits in other banks										
U.S.										
U.S.										
U.S.	U.S.	**$ (5)**	**$ 433**	**$ 428**	$ (19)	$ (47)	$ (66)			
Non-U.S.	Non-U.S.	**(7)**	**48**	**41**	(2)	5	3			
Federal funds sold and securities purchased under agreements to resell	Federal funds sold and securities purchased under agreements to resell									
Non-U.S.	Non-U.S.	**9**	**10**	**19**	1	(2)	(1)			
Non-U.S.										
Non-U.S.										
Short-term investment securities	Short-term investment securities									

U.S.	U.S.	**—**	**7**	**7**	(3)	(4)	(7)
Non-U.S.		**—**	**2**	**2**	—	(1)	(1)
Card Member loans							
U.S.							
U.S.	U.S.	**1,882**	**780**	**2,662**	110	(753)	(643)
Non-U.S.	Non-U.S.	**312**	**25**	**337**	79	(189)	(110)
Other loans							
Card Member and Other loans							
U.S.							
U.S.							
U.S.	U.S.	**114**	**15**	**129**	(146)	(15)	(161)
Non-U.S.	Non-U.S.	**33**	**(44)**	**(11)**	(4)	(11)	(15)
Taxable investment securities	Taxable investment securities						
Taxable investment securities							
Taxable investment securities							
U.S.							
U.S.							
U.S.	U.S.	**(47)**	**52**	**5**	(1)	(37)	(38)
Non-U.S.	Non-U.S.	**—**	**7**	**7**	1	(6)	(5)
Non-taxable investment securities	Non-taxable investment securities						
U.S.	U.S.	**(2)**	**1**	**(1)**	(2)	—	(2)
U.S.							
U.S.							
Other assets	Other assets						
Primarily U.S.							
Primarily U.S.							
Primarily U.S.	Primarily U.S.	**(2)**	**2**	**—**	(5)	1	(4)
Change in interest income	**Change in interest income**	**$ 2,287**	**$ 1,338**	**$ 3,625**	$ 9	$ (1,059)	$ (1,050)
Interest-bearing liabilities	**Interest-bearing liabilities**						
Customer deposits	Customer deposits						
Customer deposits							
Customer deposits							
U.S.	U.S.						
Savings		**$ 29**	**$ 902**	**$ 931**	$ 83	$ (466)	$ (383)
Time		**74**	**41**	**115**	(91)	(7)	(98)
Demand		**2**	**19**	**21**	—	(3)	(3)
U.S.							
U.S.							
Savings and transaction accounts							

Savings and transaction accounts							
Savings and transaction accounts							
Certificates of deposit							
Sweep accounts							
Non-U.S.	Non-U.S.						
Time		—	—	—	—	(1)	(1)
Other deposits		—	2	2	—	—	—
Certificates of deposit & Other deposits							
Certificates of deposit & Other deposits							
Certificates of deposit & Other deposits							
Short-term borrowings	Short-term borrowings						
U.S.							
U.S.							
U.S.	U.S.	—	—	—	(18)	—	(18)
Non-U.S.	Non-U.S.	(1)	8	7	—	1	1
Long-term debt and other	Long-term debt and other						
U.S.	U.S.	25	364	389	(243)	(72)	(315)
U.S.							
U.S.							
Non-U.S.	Non-U.S.	(1)	16	15	—	2	2
Change in interest expense	**Change in interest expense**	**128**	**1,352**	**1,480**	(269)	(546)	(815)
Change in net interest income	**Change in net interest income**	**$ 2,159**	**$ (14)**	**$2,145**	$ 278	$ (513)	$ (235)

(a) Refer to footnotes from “Distribution of Assets, Liabilities and Shareholders’ Equity” for additional information.

(b) Represents the change in volume multiplied by the prior year rate.

(c) Represents the sum of the change in rate multiplied by the prior year volume and the change in rate multiplied by the change in volume.

Weighted average yields and contractual maturities for available-for-sale debt securities with stated maturities

The following table presents weighted average yields by contractual maturities for available-for-sale debt securities with stated maturities as of December 31, 202

Weighted average yield (a)			
Weighted average yield (a)			
Weighted average yield (a)	Weighted average yield (a)	Due within 1 year	Due after 1 year but within 5 years
State and municipal obligations	State and municipal obligations	— %	— %
State and municipal obligations			
State and municipal obligations			
U.S. Government agency obligations			
U.S. Government agency obligations			

U.S. Government agency obligations	U.S. Government agency obligations	—		—	
U.S. Government treasury obligations	U.S. Government treasury obligations	2.03		3.22	
Mortgage-backed securities	Mortgage-backed securities	—		—	
Foreign government bonds and obligations	Foreign government bonds and obligations	5.25		4.20	
Other	Other	—	%	2.51	%

U.S. Government treasury obligations
U.S. Government treasury obligations
Mortgage-backed securities
Mortgage-backed securities
Foreign government bonds and obligations
Foreign government bonds and obligations
Other
Other

(a) Weighted average yields for investment securities have been calculated using the effective yield on the date of purchase. Yields on tax-exempt investment securities have been computed on a tax-e

Maturities and Sensitivities to Changes in Interest Rates

The following table presents contractual maturities of loans and Card Member receivables by customer type, and distribution between fixed and floating interest ra

December 31, (Millions) Within 1 year (a) Wi 1 ye Loans

December 31, (Millions)	December 31, (Millions)	2022				
		Within 1 year (a)	1-5 years (b) (c)	5-15 years (c)	After 15 years (c)	Total
Loans						
Consumer	Consumer	$ 84,645	$ 319	$ —	$ —	$ 84,964
Small Business	Small Business	22,858	89	—	—	22,947
Corporate	Corporate	53	—	—	—	53
Other	Other	1,000	4,289	104	23	5,416
Total loans	**Total loans**	$ 108,556	$4,697	$ 104	$ 23	$113,380
Loans due after one year at fixed interest rates	**Loans due after one year at fixed interest rates**					
Consumer	Consumer		$ 319	$ —	$ —	$ 319
Small Business	Small Business		89	—	—	89
Other	Other		4,177	5	23	4,205

December 31, (Millions)
Consumer
Consumer
Loans due after one year at fixed interest rates
Loans due after one year at fixed interest rates
Consumer
Consumer

Other

Other

Loans due after one year at variable interest rates	**Loans due after one year at variable interest rates**				
Other					
Other					
Other	Other	112	99	—	211
Total loans	**Total loans**	**$4,697**	**$ 104**	**$ 23**	**$ 4,824**
Card Member receivables	**Card Member receivables**				
Card Member receivables					
Card Member receivables					
Consumer					
Consumer					
Consumer	Consumer	**$ 22,814**	**$ 71**	**$ —**	**$ —**	**$ 22,885**
Small Business	Small Business	**19,494**	**135**	**—**	**—**	**19,629**
Corporate	Corporate	**15,099**	**—**	**—**	**—**	**15,099**
Total Card Member receivables	**Total Card Member receivables**	**$ 57,407**	**$ 206**	**$ —**	**$ —**	**$ 57,613**

(a) Card Member loans have no stated maturity and are therefore included in the due within one year category. However, many of our Card Members will revolve their balances, which may extend their upon receipt of Card Member statements and have no stated interest rate and are therefore included in the due within one year category.

(b) Card Member loans and receivables due after one year represent Troubled Debt Restructurings (TDRs). modification programs offered to Card Members experiencing financial difficulties are offered

(c) Other loans due after one year primarily represents installment loans.

Credit Quality Indicators for Loans and Card Member Receivables

The following table summarizes the ratio of all loans and Card Member receivables categories.

Years Ended December 31, *(Millions, except percentages and where indicated)*	Years Ended December 31, *(Millions, except percentages and where indicated)*	**2022**	2021	Years Ended December 31, *(Millions, except percentages and where indicated)*
Card Member loans	**Card Member loans**			
Consumer	**Consumer**			
Consumer				
Consumer				
Net write-offs — principal less recoveries				
Net write-offs — principal less recoveries				
Net write-offs — principal less recoveries	Net write-offs — principal less recoveries	**$ 692**	$ 576	

Net write-offs — interest and fees less recoveries	Net write-offs — interest and fees less recoveries	**$ 203**	$ 190	
Average consumer loans *(billions)* (a)	Average consumer loans *(billions)* (a)	**$ 74.8**	$ 61.0	
Principal only net write-offs / average consumer loans outstanding (b)	Principal only net write-offs / average consumer loans outstanding (b)	**0.9 %**	0.9 %	Principal only net write-offs / average consumer loans outstanding (b)
Principal, interest and fees net write-offs / average consumer loans outstanding (b)	Principal, interest and fees net write-offs / average consumer loans outstanding (b)	**1.2 %**	1.3 %	Principal, interest and fees net write-offs / average consumer loans outstanding (b)
Small Business	**Small Business**			
Net write-offs — principal less recoveries	Net write-offs — principal less recoveries	**$ 145**	$ 96	
Net write-offs — principal less recoveries				
Net write-offs — principal less recoveries				
Net write-offs — interest and fees less recoveries	Net write-offs — interest and fees less recoveries	**$ 26**	$ 17	
Average small business loans (billions) (a)	Average small business loans (billions) (a)	**$ 20.5**	$ 15.0	
Principal only net write-offs / average small business loans outstanding (b)	Principal only net write-offs / average small business loans outstanding (b)	**0.7 %**	0.6 %	Principal only net write-offs / average small business loans outstanding (b)

Principal, interest and fees net write-offs / average small business loans outstanding (b)	Principal, interest and fees net write-offs / average small business loans outstanding (b)	**0.8 %**	0.8 %	Principal, interest and fees net write-offs / average small business loans outstanding (b)
Other loans	**Other loans**			
Other loans				
Other loans				
Net write-offs				
Net write-offs				
Net write-offs	Net write-offs	**$ 22**	$ 21	
Average Other loans *(billions)* (a)	Average Other loans *(billions)* (a)	**$ 4.1**	$ 2.5	
Net write-offs/average other loans outstanding (b)	Net write-offs/average other loans outstanding (b)	**0.5 %**	0.9 %	Net write-offs/average other loans outstanding (b)
Card Member receivables	**Card Member receivables**			
Card Member receivables				
Card Member receivables				
Consumer	**Consumer**			
Consumer				
Consumer				
Net write-offs — principal less recoveries				
Net write-offs — principal less recoveries				
Net write-offs — principal less recoveries	Net write-offs — principal less recoveries	**$ 177**	$ 63	
Net write-offs — fees less recoveries	Net write-offs — fees less recoveries	**$ 15**	$ 11	
Average consumer receivables *(billions)* (a)	Average consumer receivables *(billions)* (a)	**$ 21.3**	$ 19.2	

Principal only net write-offs / average consumer receivables outstanding (b)	Principal only net write-offs / average consumer receivables outstanding (b)	**0.8 %**	0.3 %	Principal only net write-offs / average consumer receivables outstanding (b)
Principal and fees net write-offs / average consumer receivables outstanding (b)	Principal and fees net write-offs / average consumer receivables outstanding (b)	**0.9 %**	0.4 %	Principal and fees net write-offs / average consumer receivables outstanding (b)
Small Business	**Small Business**			
Net write-offs — principal less recoveries	Net write-offs — principal less recoveries	**$ 198**	$ 46	

Net write-offs — principal less recoveries

Net write-offs — principal less recoveries

Net write-offs — fees less recoveries	Net write-offs — fees less recoveries	**$ 17**	$ 11
Average small business receivables *(billions)* (a)	Average small business receivables *(billions)* (a)	**$ 18.6**	$ 15.8

Principal only net write-offs / average small business receivables outstanding (b)	Principal only net write-offs / average small business receivables outstanding (b)	**1.1 %**	0.3 %	Principal only net write-offs / average small business receivables outstanding (b)
Principal and fees net write-offs / average small business receivables outstanding (b)	Principal and fees net write-offs / average small business receivables outstanding (b)	**1.2 %**	0.4 %	Principal and fees net write-offs / average small business receivables outstanding (b)
Corporate	**Corporate**			

Net write-offs — principal and fees less recoveries	**$ 55**	$ (2)

Net write-offs — principal and fees less recoveries

Net write-offs — principal and fees less recoveries

Average corporate receivables *(billions)* (a)	**$ 14.7**	$ 11.8
Principal and fees net write-offs / average corporate receivables outstanding (b)	**0.4 %**	— %

Reserve for credit losses

Reserve for credit losses

Reserve for credit losses	**$4,035**	$3,421
Non-accrual loans (c)	**$ 191**	$ 96
Reserve for credit losses as a percentage of total loans and Card Member receivables (d)	**2.4 %**	2.4 %
Non-accrual loans as a percentage of total loans (d)	**0.2 %**	0.1 %
Reserve for credit losses as a percentage of non-accrual loans (e)	**1994.3 %**	3476.3 %

(a) Averages are based on month-end balances for the periods presented.

(b) The net write-off rate presented is on a worldwide basis and is based on principal losses only (i.e., excluding interest and/or fees) to be consistent with industry convention. In addition, as our practic also presented.

(c) Non-accrual loans not in modification programs primarily include certain loans placed with outside collection agencies for which we have ceased accruing interest. Amounts presented exclude incluc by higher legal placements.

(d) Refer to "Maturities and Sensitivities to Changes in Interest Rates" for total outstanding balance of loans and Card Member receivables.

(e) Refer to "Allocation of reserve for credit losses" for reserve related to Card Member loans and other loans.

Allocation of Reserve for Credit Losses

The following table shows the reserve for credit losses allocated to Card Member loans, Card Member receivables and Other loans.

December 31, *(Millions, except percentages)* Reserve for credit losses at end of year applicable to	December 31, *(Millions, except percentages)* Reserve for credit losses at end of year applicable to	**2022** Amount	Percentage (a)	2021 Amount	Percentage (a)	December 31, *(Millions, except percentages)* Reserve for credit losses at end of year applicable to	
Card Member loans	Card Member loans	**$3,747**	**93 %**	$3,305	97 %		
Card Member loans							
Card Member loans							$
Card Member receivables	Card Member receivables	**229**	**6**	64	2		
Other loans	Other loans	**59**	**1**	52	1		
Total Reserve for credit losses	**Total Reserve for credit losses**	**$4,035**	**100 %**	$3,421	100 %	**Total Reserve for credit losses**	$

(a) Percentage of reserve for credit losses on Card Member loans, Card Member receivables and Other loans to the total reserve.

Uninsured Time Certificates Customer Deposits

Our U.S. deposits are insured up to $250,000 per account holder through the FDIC. Our non-U.S. deposits are insured as per regulatory rules in the respective ju
respectively, of which approximately $11.3 billion and $12.2 billion, respectively, were uninsured.

The following table presents the amount of uninsured time certificates of deposit issued by us in our U.S. and non-U.S. offices, further segregated by time remaini
calculated proportionately as a percentage of total deposits for each category of deposits held as of the reporting date.

		By remaining maturity as of December 31, 2022								
	By remaining maturity as of December 31, 2023									
(Millions)	*(Millions)*	3 months or less	Over 3 months but within 6 months	Over 6 months but within 12 months	Over 12 months	Total	*(Millions)*	3 months or less	Over 3 months but within 6 months	Over 6 months but within 12 months
U.S. (a)	U.S. (a)	**$ 45**	**$ 56**	**$ 177**	**$ 170**	**$448**				
Non U.S. (b)	Non U.S. (b)	**$ 1**	**$ 1**	**$ 3**	**$ —**	**$ 5**				

(a) We offer deposits within our U.S. bank subsidiary, AENB. These funds are currently insured up to $250,000 per account holder through the FDIC.

(b) Includes time deposits in certain of our Non-U.S. offices that exceed the insurance limit as defined by the regulatory rules in individual markets.

axplogo.jpg

AMERICAN EXPRESS COMPAN

AMERICAN EXPRESS NATIONAL BANK 2016 INCENTIV

DEFERRED COMPENSATION PLAN FOR DIRECTORS AND ADVISORS [ ] GLOBAL N

(As amended This [ ] Nonqualified Stock Option Award Agreement sets forth the terms and restated effective January 1, 2023)

Section 1.Effective Date

The original effective date conditions of this Deferred Compensation Plan for Directors and Advisors (this "Plan") was October 1, 1973. This Plan wa herein effective January 1, 2023.

Section 2.Eligibility

Any Director of or Advisor to the Board of Directors of Nonqualified Stock Options granted by American Express Company (the "Company") pursuar terms used herein have the meanings given such terms herein or by Appendix A.

Additional specific terms of a Participant's Option under this Agreement are set forth in the Participant's Award Communication, which shal Option.

For Options granted in special situations (such as grants to newly hired or promoted Participants), the vesting and/or performance requi conversion and merger Grant or the Vesting Date applicable to American Express Centurion Bank and American Express Bank, FSB) (hereinafter set forth in this Agreement, as specified in the Participant's Award Communication, which terms shall apply instead of the Company, AENB or a sub a Participant's Award Communication provides for vesting of the Number of Shares in effect under this Plan prior installments, references to th references to Earned Shares shall refer to the Company and any Director of AENB, American Express Centurion Bank and American Express Ban

Section 3.Administration

The Nominating and Governance Committee (the "Committee") portion of the Board Number of Directors shall administer this Plan. The Committee Plan and to establish rules and prescribe any forms for the administration of this Plan. The Committee may delegate its authority under this Plan to subject to such terms and limitations as the Committee may impose.

Section 4.Deferral Elections

A Director may elect for any calendar year to defer receipt of 50% or 100% of the compensation payable to the Director for service as a Director or

A deferral election with respect to the compensation earned in a particular calendar year shall be made no later than the end of the preceding caler 1986, as amended (the "Code"), and the treasury regulations and other official guidance issued thereunder (collectively, "Section 409A"), a Director within thirty (30) days after his or her election to the Board of Directors, which irrevocable deferral election shall only apply to the Director's compen 409A, the Administrator may permit an individual who has been nominated for election to the Board of Directors of the Company or AENB to make which case the election would apply to the Director's compensation earned on and after the date on which the individual is elected to such Board o

If the Director's irrevocable deferral election is received by the Administrator prior to their initial election or appointment as a Director, it will be effec after the date of their initial election or appointment as a Director. If the Director's irrevocable deferral election is received by the Administrator withi to compensation earned after the date it is received. If the Director's irrevocable deferral election is received by the Administrator after 30 days follo will be effective as of and apply to their compensation earned on or after January 1 of the calendar year following the calendar year in which they w

Unless the Administrator provides otherwise prior to the start of a subsequent calendar year, a Director's deferral election for a calendar year shall deferral election prior to the subsequent calendar year.

Section 5.Director Class Year Accounts

Compensation deferred by a Director will be credited to bookkeeping accounts established under this Plan. The compensation deferred by a Direct by a Director for calendar year 2015 and each calendar year thereafter shall be credited to separate accounts for each such calendar year. For pur years prior to 2015 shall be referred to as the Director's "Pre-2015 Class Year Account" and the account established for the compensation deferred Director's "Class Year Account" for the respective calendar year (e.g., the account established for the compensation deferred by a Director attributa established for the compensation deferred by a Director attributable to calendar year 2016 shall be referred to as the Director's "2016 Class Year A Director for a calendar year may be referred to individually as a "Class Year Account," and collectively as the "Class Year Accounts" of the Director.

The compensation deferred by a Director will be credited to his or her accounts effective as of the last day of the calendar quarter to which such co in Section 10(a) below) during a calendar quarter for which the Director has deferred all or a portion of his or her compensation, any compensation the Director's account effective as of such Payment Event Date.

Section 6.Investment Options

Amounts held in a Director's Class Year Accounts will be credited and debited with earnings and losses based on the hypothetical investment optio available Investment Options for a Director's Class Year Accounts shall be an option with credits based on a rate linked to 120% of the applicable f par value $0.20 per share (the "Share Equivalent Option"), each as more completely described below.

At the time that a Director makes an election to defer receipt of his or her compensation for a calendar year pursuant to Section 4, the Director may following ways: (i) 100% to the AFR-Based Option; (ii) 100% to the Share Equivalent Option; or (iii) 50% to the AFR-Based Option and 50% to the S proportions as allowed by the Committee for such calendar year.

Unless the Administrator provides otherwise prior to the start of a subsequent calendar year, a Director's Investment Options election for a calenda Investment Options election prior to such subsequent calendar year.

(a)AFR-Based Option

(A) Amounts for which a Director has chosen the AFR-Based Option shall be credited with interest at a rate equal to 120 Section 1274(d) of the Code (the "AFR") (e.g., amounts that are credited during 2016 shall be credited at a rate equal such other frequency specified by the Administrator for such purpose from time to time.

(B) For purposes of Section 10 below, the amounts for which a Director has elected the AFR-Based Option that are paya applicable Payment Event Date.

(b)Share Equivalent Option

(A) Amounts for which a Director has chosen the Share Equivalent Option will be converted hypothetically into a number determined by dividing the amount of deferred compensation in each calendar quarter for which the Director has chos value $0.20 per share (the "Common Stock"), for the last fifteen (15) trading days of such calendar quarter; provided, compensation deferred by the Director for the calendar quarter in which the Payment Event Date occurs will be conve chosen the Share Equivalent Option, by the average of the closing prices of the Common Stock for the fifteen (15) tra

(B) On the date on which the Company pays a dividend on the Common Stock, dividend equivalents in the form of additi cash dividend, divided by the closing price of the Common Stock on the dividend payment date, multiplied by (ii) the

number of SEUs credited to each such Class Year Account on the shareholder record date applicable to such dividen

(C) In the event of any change in the outstanding Common Stock by reasons of any stock split, stock dividend, split up, s of shares, a sale by the Company of all or part of its assets, any distribution to the shareholders other than a normal c Accounts shall be automatically adjusted on the same basis so that the proportionate interest of the Director shall be

(D) For purposes of Section 10 below, the SEUs payable to a Director on a Payment Event Date will be valued by multipl fifteen (15) trading days immediately preceding the applicable Payment Event Date.

The Administrator may in his or her discretion allow a Director to change the Investment Options for an existing Class Year Account at any time afte prescribe.

Section 7.Credits to Class Year SEU Award Accounts for SEU Plan Awards

A number of SEUs equal to the number of Share Equivalent Units, if any, awarded to a Director during a calendar year under the American Express Plan") for calendar year 2015 and subsequent calendar years, will be credited to a bookkeeping account established under this Plan for such Direc Plan for calendar year 2015 and each calendar year thereafter shall be credited to separate accounts for each such calendar year, and such separa year (e.g., the account established for the Director's SEUs attributable to awards of Share Equivalent Units under the SEU Plan for 2015 shall be re SEUs attributable to awards of Share Equivalent Units under the SEU Plan for calendar year 2016 shall be referred to as the Director's "2016 Class for a calendar year may be referred to individually as a "Class Year SEU Award Account," and collectively as the "Class Year SEU Award Accounts

If a Director has a Pre-2015 Class Year Account for the compensation deferred by the Director attributable to calendar years prior to 2015, then the 2015 shall be credited to such existing Pre-2015 Class Year Account and treated as SEUs under the Share Equivalent Option, and adjusted and pa Director attributable to calendar years prior to 2015, then the Director's SEUs attributable to awards of Share Equivalent Units under the SEU Plan under the Share Equivalent Option.

The SEUs to be credited pursuant to this Section 7 for calendar year 2015 and each calendar year thereafter shall be credited to a Class Year SEU valued and paid in the same manner as the SEUs credited to a Class Year Account under the Share Equivalent Option.

The Administrator may in his or her discretion allow a Director to change the Investment Options for an existing Class Year SEU Award Account at Administrator may prescribe.

Section 8.Payment Elections

(a)A Director who is newly elected to the Board of Directors of the Company or AENB may make an irrevocable payment election, which wil which the individual is elected to such Board of Directors, as to the time and form of payment of such Class Year Account and Class

(A)Time of Payment. Either:

i. upon the Director's separation from service; or

ii. on a specified anniversary following the Director's separation from service, but not later than the tenth (10th) annivers

(B)Form of Payment.In cash, in either:

(i) a lump sum; or

(ii) a specified number of annual installments (not to exceed ten (10)).

To the extent permissible under Section 409A, a Director who is newly elected to the Board of Directors of the Company or AENB sh SEU Award Account for the year in which the individual is elected to such Board of Directors, within thirty (30) days after his or her e an individual who has been nominated for election to the Board of Directors of the Company or AENB during a calendar year to mak if the individual is so elected to such Board of Directors).

If a Director does not make a payment election under this Section 8(a) for his or her Class Year Account and Class Year SEU Award under this Section 8(a) for such accounts, then the Director will be deemed to have elected to receive such accounts in a lump sum

The payment election (or default payment election) under this Section 8(a) for a calendar year shall apply to both a Director's Class

(b)For each subsequent calendar year following the calendar year in which a Director is first elected to the Board of Directors, the Director r Class Year SEU Award Account for such subsequent calendar year, specifying the time and form of

payment of such Class Year Account and Class Year SEU Award Account from the options described in Sections 8(a)(A) and (B) ab

A Director shall make the payment election provided by this Section 8(b) for his or her Class Year Account and Class Year SEU Awa

Unless the Administrator provides otherwise prior to the start of a subsequent calendar year, a Director's actual (or default) payment his or her Class Year Account and Class Year SEU Award Account for each subsequent calendar year thereafter unless and until the SEU Award Account prior to the subsequent calendar year.

The payment election (or default payment election) under this Section 8(b) for a subsequent calendar year shall apply to both a Dire

(c)A Director may change an existing (or default) payment election in effect for a Class Year Account and Class Year SEU Award Account fo

(A) does not take effect for twelve (12) months following the date such subsequent election becomes effective;

(B) specifies a new permissible payment date (or a new permissible payment commencement date in the case of annual commencement date in the case of installment payments); and

(C) the new payment date (or a new payment commencement date in the case of annual installment payments) is no late

Any change to a Director's existing payment election (or default payment election) for a calendar year shall apply to both his or her C

(d)Upon a Director's separation from service, the Director's payment election in effect on such date for each of the Director's Class Year Ac Account and Class Year SEU Award Account, respectively, for purposes of Section 10 below.

<u>Section 9.Death Prior to Receipt</u>

In the event that a Director dies prior to receipt of any or all of the amounts payable to him or her pursuant to this Plan, except as otherwise provide SEU Award Accounts shall be paid to the legal representative of the Director's estate pursuant to Section 10 below.

The Administrator may allow Directors to designate a beneficiary or beneficiaries to receive payment of their respective Class Year Accounts and C procedures for any such beneficiary designations. In the event that the Administrator allows Directors to make such beneficiary designations, then i credited to such deceased Director's Class Year Accounts and Class Year SEU Award Accounts shall be paid to the designated beneficiary or bene designation (instead of to the legal representative of the Director's estate). Any payments under this Section 9 shall be paid in a lump sum.

<u>Section 10. Time and Amount of Payment</u>

(a) <u>Time of Payment</u>. A Director's Class Year Accounts and Class Year SEU Award Accounts will each be paid (or commence to be paid in t Account or Class Year SEU Award Account, as elected by the Director or otherwise provided by this Plan.

With respect to each Class Year Account and Class Year SEU Award Account, "<u>Payment Event Date</u>" shall mean the date of the Dir later than the tenth (10th) anniversary thereof, whichever is applicable to such Class Year Account or Class Year SEU Award Accour Section 9.

Payment of a Class Year Account or Class Year SEU Award Account shall be made in a lump sum or a specified number of installme (including Section 8(c)), or if payment is made as a result of the death of a Director, in a lump sum as provided by Section 9.

In the case of a Class Year Account or Class Year SEU Award Account payable in installment payments, each anniversary of the init Payment Event Date.

A payment to be made vest on a given Payment Event Vesting Date, will be made or commenced as soon as administratively practic Section 409A).

(b) <u>Amount of Payment</u>. The amount to be paid for a Class Year Account or Class Year SEU Award Account on a Payment Event Date will b Payment Event Date. No interest, dividend equivalents or other earnings will be credited on amounts payable on a given Payment E or received by the Director.

If the Director elects to receive payment of a Class Year Account or a Class Year SEU Award Account in a specified number of annu necessary to give effect to the number of remaining installment payments and the balance of the Class Year Account or Class Year S

Year Account or Class Year SEU Award Account pursuant to Section 6 and this Section 10. (As an example, if a Director chooses to
account; the payment for the second year shall be 1/3 of the value of the account; the payment for the third year shall be 1/2 of the v

In the case of a Class Year Account or Class Year SEU Award Account payable in installment payments, the Class Year Account or
installment. intent thereof.

Section 11. 1. Director's Rights Unsecured

The right of any Director to receive future payments under the provisions of this Plan shall be an unsecured, contractual claim against the general a
or separate fund or to make any segregation of assets for the payment of any amounts under this Plan.

Participants may not sell, transfer, assign, pledge, levy, attach, encumber or alienate any amounts payable under this Plan.

Section 12.Statement of Account

The Company will provide or make available to each Director a statement of account that will confirm the Director's Class Year Account and Class Y
determined by the Administrator. The Administrator may provide for such statement of accounts to be in writing (including electronic format) or by m

Section 13.Amendment

This Plan may be amended at any time and from time to time by the Board of Directors of the Company; provided, however, that the Board of Direc
Director with respect to any of the benefits theretofore credited without such Director's written consent, or (b) result in a violation of Section 409A. A

Section 14.Termination

This Plan shall terminate upon the adoption of a resolution of the Board of Directors terminating this Plan. The termination of this Plan shall not affe
and the balances of each Class Year Account and Class Year SEU Award Account shall continue to become due and payable in accordance with th
election (or default payment election) applicable to such Class Year Account and Class Year SEU Award Account; provided, however, if the Board o
and Class Year SEU Award Accounts may be accelerated upon the termination of this Plan to the extent permissible under and in accordance with

Section 15.Section 409A

This Plan and the benefits provided thereunder, including SEUs credited pursuant to Section 7, are intended to comply with the requirements of Se
shall be administered and interpreted consistent with such intention and the American Express Section 409A Compliance Policy.

*****

TWELFTH AMENDMENT AND RESTA
OF THE
AMERICAN EXPRESS
RETIREMENT RESTORATION PL
(formerly known as the Supplemental Retir

(As amended and restated effective as of Ja

TABLE OF CONTENTS

TWELFTH AMENDMENT AND RESTA
OF THE
AMERICAN EXPRESS
RETIREMENT RESTORATION PL
(formerly known as the Supplemental Retir

(As amended and restated effective as of Ja

ARTICLE 1
HISTORY AND EFFECTIVE DAT

Section 1.1 History Vesting.

(a) On November 26, 1973 Vesting Date. Subject to Section 1(b), the Board of Directors (the "Board") of Am Supplementary Pension Plan (the "Plan") to supplement retirement benefits provided under the American Express Retirement Plan a compensated individuals.

(b) On July 1, 1994, the Board authorized and directed the amendment and restatement of the Plan pursuant to the pr
and renamed the American Express Company Supplemental Retirement Plan. The Plan was subsequently amended through Decemb

(c) On July 25, 2005, the Board amended and restated the Plan (immediately prior to such amendment and restatem
Participants who were in “pay status” as of January 1, 2005 continue to have the payment of their Supplemental Benefits governec
calendar year 2006 and thereafter, payments other than monthly annuity payments which would have been made on April 1 of any yea
as of January 1, 2005 are governed from and after such date by the terms of the Plan, as amended and restated, and as further amen
January 1, 2005 if he or she was entitled to benefits under the Plan as of January 1, 2005, with payments scheduled to begin on or bef

(d) Effective as of October 1, 2005, Ameriprise Financial, Inc. (“AFI”) ceased to be a participating employer in Amex’
transferred to new plans established by AFI in a transaction that complied with Section 414(l) of the Internal Revenue Code of 1986, a
the Plan covering AFI participants were similarly transferred, and active and retired AFI participants and AFI beneficiaries ceased partic

(e) Generally effective July 1, 2007, benefit accruals under the American Express Retirement Plan, as amended (the “R

as of July 1, 2007, Amex adopted certain changes to the American Express Incentive Savings Plan, as amended, and renamed such p

(f) On January 22, 2007, the Board amended and restated the Plan, generally effective July 1, 2007, to reflect the cha
and to rename the Plan the American Express Supplemental Retirement Plan.

(g) On November 19, 2007, the Compensation and Benefits Committee (the “CBC”) approved the First Amendment t
employees of American Express Bank who would be transferring to the buyer in the sale transaction.

(h) In November 2007, the Employee Benefits Administration Committee (“EBAC”), pursuant to the authority delegated
thereto. On November 19, 2007, the CBC approved an amendment to the Plan to provide for accelerated vesting of ROE interest
Executive Vice President of Human Resources, pursuant to the authority delegated to him, approved the amendment and restatement

(i) Effective March 29, 2008, the Senior Vice President of Human Resources, Global Compensation & Benefits, purs
make certain changes related to the acquisition of GE Corporate Payment Services.

(j) On July 15, 2008, the Vice President of Global Benefits, pursuant to the authority delegated to him, amended Sectio

(k) The Plan was amended and restated, effective January 1, 2009, by the Vice President of Global Benefits, pursuant
to make the changes necessary or advisable for compliance with Section 409A of the Code and the treasury regulations and other offic

(l) The Plan was amended and restated, effective March 30, 2009, by the Senior Vice President Global Compensat
contributions and certain Company conversion contributions for the pay period commencing March 30, 2009 through the pay period e
commencing March 30, 2009 through the pay period ending on January 3, 2010, for purposes of determining a Participant’s “Compens

(m) The Plan was amended and restated, effective December 1, 2009, by the Vice President of Global Benefits, pursua

class of employees eligible to receive SRP-RSP benefits, and (ii) to remove PG Awards as compensation eligible for elective deferrals.

(n) The Plan was amended and restated, effective January 1, 2011 except as otherwise stated, by the Senior Vice P
require Participants to defer salary or bonus in order to receive Company Matching Contributions that cannot be provided under the

connection with a Change in Control, to make changes with respect to the Plan's investment crediting process, to alter certain proced
Plan.

(o) On May 4, 2012, the EBAC Administrative Delegate, pursuant to the authority delegated to her by Section 1.3 o
Deferral Plan benefits attributable to years prior to 2011 and governed by earlier deferral plans maintained by the Company that have b

(p) Generally effective January 1, 2012, the Senior Vice President Global Compensation & Benefits, pursuant to the au
for the first year of eligibility payment timing elections for Company Matching Contributions, Company Conversion Contributions and Co

(q) Generally effective January 1, 2013, the Senior Vice President Global Compensation & Benefits, pursuant to the au
how Incentive Pay is calculated, Section 4.2(b)(i) to clarify eligibility based on having an Account from a prior Plan Year, Sections 5.3(
8.2(c)(i)(A) and 8.2(c)(ii) to clarify the payment of benefits to a Participant who experiences a Separation from Service and is later re-e
circumstances.

(r) Generally effective January 1, 2013, the Senior Vice President Global Compensation & Benefits, pursuant to the aut
exclusion of non-qualified deferred compensation, Section 2.1(y) to revise the definition of Incentive Pay and Schedule B to remove the

(s) Effective August 8, 2013, the Senior Vice President of Human Resources, Global Compensation & Benefits, purs
regarding the termination of the Plan with respect to Participants who were employees of American Express Publishing Corporation in
accordance with the requirements of Treasury Regulation Section 1.409A-3(j)(4)(ix)(B).

(t) Effective September 26, 2013, the Senior Vice President Global Compensation & Benefits, pursuant to the authority
de minimis lump sum payments.

(u) Effective January 1, 2014, the Senior Vice President, Global Compensation & Benefits, pursuant to the authority d
earlier deadline for annual deferrals of the third Friday of December preceding the applicable Plan Year and to add Schedule E regard
the Global Business Travel business.

(v) Generally effective January 1, 2017, the Senior Vice President, Global Total Rewards and Learning, pursuant to
revise the definition of Incentive Pay, Section 2.1(pp) to omit the definition of RSP Match Percentage, Section 5.2(b)(iii) to revise th
Supplemental Election, and Sections 5.4(a)(iii)(A) and 6.2(b) to provide rules on eligibility for open enrollment and special enrollment.

(w) Effective December 17, 2018, the Executive Vice President, Global Total Rewards and Medical, pursuant to the au
for revised Department of Labor regulations addressing claims procedures for disability-related benefits.

(x) Effective January 1, 2020, EBAC, pursuant to the authority given to it by the Plan, interpreted the Plan to impose a l
a deadline for annual deferrals of the December 15 preceding the applicable Plan Year, or if December 15 is on a weekend, the followi

(y) Effective September 10, 2020, EBAC, pursuant to the authority given to it by the Plan, imposed an eligibility requirem

(z) Effective December 9, 2021, the Executive Vice President, Colleague Total Rewards & Well-being, pursuant to the
revise the definition of Base Salary, Section 2.1(y) to revise the definition of Incentive Pay, Section 5.2(b)(ii) to revise the terms of Cor
Company Fixed Rate Contributions, Section 5.4(d) to clarify that a former Employee who again becomes a Participant after being
Participant had made a one-time modification for benefits earned prior to Separation from Service, and Schedule B to remove the s
Incentive Pay in Section 2.1(y).

(aa) The Plan was amended and restated, effective January 1, 2023, by the Executive Vice President, Colleague Total
prior amendments and EBAC interpretations and to make certain ministerial revisions.

(bb) The Plan has remained in effect since its adoption and has been construed and operated as a "top-hat plan" under

Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and Section 2520.104-23 of the United States Department

Section 1.2 Effective Date. Except as expressly provided otherwise herein, the Plan as amended and restated hereby is intended interpretation of pre-existing plan terms and are effective as of the date that the relevant original provision was added to the P

Section 1.3 Transition Rules.

(a) Supplemental Benefits. Each Participant's accrued benefit under the Prior SRP Plan as of December 31, 2004 ("Gr 409A of the Code and Notice 2005-1. Grandfathered Supplemental Benefits are governed by and administered in accordance with t Benefits may not materially modify the rights, terms or conditions of the Prior SRP Plan.

(b) Deferral Benefits. Deferral Benefits have been provided under the Deferral Plan, which for Plan Years ending on c Pay-for-Performance Deferral Programs and any other similar non-qualified plans for the deferral of compensation available in such 2008, is this Plan. The Deferral Benefits that were earned and vested prior to January 1, 2005 (the "Grandfathered Deferral Ben Grandfathered Deferral Benefits were administered in accordance with Article 7 of this Plan. Finally, such amendments also provided Control under the terms of the Prior Deferral Plan shall be credited at the AFR, as defined herein. All other benefits have been governe Effective January 1, 2011, the Formerly Grandfathered Deferral Benefits lost their Grandfathered Benefits status and were distribu remaining Grandfathered Deferral Benefits attributable to Degrandfathered Participants) shall continue to be Grandfathered Deferral Be

(c) For convenience of reference, the details regarding the form and timing of payment of Grandfathered Supplement set forth on an Appendix to this Plan document, which may be updated or clarified by the Administrator from time to time (provided t timing provided for by this Section, the Prior SRP Plan and the Prior Deferral Plan, as applicable).

Section 1.4 Modification of Certain Grandfathered Benefits.

(a) Effective January 1, 2011, the Formerly Grandfathered Deferral Benefits of each Degrandfathered Participant which

-5-

2016 shall be payable in a lump sum on March 1, 2012 unless otherwise elected pursuant to Section 1.4(b). Formerly Grandfathere under the Interest Credit Method through December 31, 2011, provided, however, that if a Participant becomes an Executive Officer, AFR (except to the extent earnings in excess of the AFR have been paid out prior to the Participant's becoming an Executive Office Benefits shall be credited with earnings at the AFR.

(b) On or before December 31, 2010, each Degrandfathered Participant could elect to have his or her formerly Grandf installments, and (i) on a specified date (which must be a January 1 or July 1) that is no earlier than July 1, 2017 (or as soon thereaft earlier than July 1, 2017), and in the case of a Participant who elected installment payments, payment will continue as of each subseq in no event later than 90 days); provided that a Degrandfathered Participant who elects to be paid at Retirement or who elects a spe Deferral Benefits paid as of the later of (i) July 1, 2017 or (ii) the January 1 or July 1 which is at least six months following his or her Se than 90 days), provided that in the case of an election of installment payments, payment will commence as of the later of July 1, 2017 1 thereafter (or as soon thereafter as administratively feasible, but in no event later than 90 days). If a Participant dies before payme Deferral Benefits. In any event, such subsequent election shall not become effective until January 1, 2012. If a Degrandfathered Par credited with earnings under the Interest Credit Method through December 31, 2011, provided, however, that if a Participant becomes shall not exceed the AFR (except to the extent earnings in excess of the AFR have been paid out prior to the Participant's becoming a Investment Method as of January 1, 2012.

ARTICLE 2
DEFINITIONS

Section 2.1 Definitions. As used in the Plan, the following terms have the meanings indicated below:

(a) "Account" means, with respect to a Participant, his or her Deferral Account and Supplemental Account, collectively.

-6-

(b) "Administrator" means the Employee Benefits Administration Committee, including any individual(s) to whom t committee or individual(s) authorized to act as the Administrator by the Committee.

(c) "Affiliate" means any corporation or other trade or business under common control with Amex, as further defined in t

(d) "AFR" means 120% of the applicable federal long-term rate for December of the prior Plan Year, as prescribed unde

(e) "Automatic New Participant Supplemental Election" means the irrevocable Supplemental Election made by the Com Supplemental Benefits pursuant to Section 5.4(a)(iii).

(f) "Band 50 Determination Date" means, for each Plan Year, the date in the prior Plan Year selected by the Administ Band 50 or above.

(g) "Base Salary" means Total Pay as defined in the RSP, but excluding Incentive Pay and non-qualified deferred c qualified deferred compensation, but by way of clarification not being intended to prevent Deferral Benefits from being taken from B under this plan are calculated as provided herein).

(h) "Beneficiary" means the individual or entity designated by a Participant in accordance with procedures established l of the Participant's death.

(i) "Benefits" means, with respect to a Participant, his or her Deferral Benefits and Supplemental Benefits, collectively.

(j) "Code" means the Internal Revenue Code of 1986, as amended.

(k) "Committee" means the Compensation and Benefits Committee of the Board, or such successor committee as may

(l) "Company" means Amex, any of its subsidiaries and any Affiliates which have become participating employers in a C

(m) "Deferral Account" means, with respect to a Participant for a given Plan Year, the book reserve account established

(n) "Deferral Benefits" means, with respect to a Participant, the benefits credited under the Plan with respect to amour been paid in cash, as adjusted for earnings and losses pursuant to the terms of the Plan.

-7-

(o) "Deferral Benefits Eligibility Date" shall be determined in accordance with the rules set forth in Section 6.2.

(p) "Deferral Election" means, with respect to a given Plan Year, an election made by an eligible Employee with respec

(q) "Deferral Plan" means:

(i) for Plan Years ending on or before December 31, 2007, the American Express Salary Deferral Plan, the Ame deferral of compensation available in such Plan Years; and

(ii) for Plan Years beginning on or after January 1, 2008, the elective account balance non-qualified deferred co of compensation as determined by the Administrator, in its sole discretion.

(r) “Degrandfathered Participant” means a Participant who had Grandfathered Deferral Benefits immediately prior to C
Executive Officer as of October 27, 2010 and (ii) not scheduled to be Retirement Eligible by December 31, 2013. By way of clarificatior

(s) “Disability” has the meaning given such term by Section 409A. Whether a Participant has a Disability shall be detern

(t) “Employee” means an elected or appointed officer of the Company or any other individual whom the Administrat
regardless of whether the use of such form is subsequently determined to be erroneous.

(u) “Exchange Act” means the Securities Exchange Act of 1934, as amended.

(v) “Executive Officer” means an employee in Band 99 as of October 27, 2010; provided, however, that if a person be
purposes of Section 7.3 as of the date he becomes a Band 99 employee.

(w) “Former GE Employees” means those Participants who were hired directly pursuant to the requirements of the Ass
Capital Financial Inc., General Electric Company, American Express Travel Related Services Company, Inc. and American Express Ba

(x) “Formerly Grandfathered Deferral Benefits” means Benefits which were Grandfathered Deferral Benefits as of Octo
attributable to Degrandfathered Participants. As of January 1, 2011, Formerly Grandfathered Deferral Benefits attributable to Degrandfa

Participants shall no longer be Grandfathered Deferral Benefits governed by the Prior Deferral Plan, but rather shall become benefits s
for the Number of such date (as amended from time to time).

(y) “Incentive Pay” means Total Pay as defined in Shares on the RSP that is overtime, an annual incentive cash award
being intended to prevent duplication and to exclude other types of non-qualified deferred compensation, but by way of clarification n
amounts contributed as Deferral Benefits when Company contributions under this Plan are calculated as provided herein). The Comm
purposes of the Plan; provided, however, that no such designation may impact the amounts to be deferred under a Deferral Elec
(ii) specified in such inclusion or exclusion action. Vesting Date.

(z) “(b) Insiders” means Participants who are or may be required to file reports under Section 16(a) of the Exchange

(aa) “Investment Committee” shall mean the Retirement Savings Plan Investment Committee.

(bb) “Minimum Schedule Rate” means, for a calendar year, the “Below ROE Target Range” rate for such calendar year

(cc) “Moody’s A Rate” means, for a calendar year, the average corporate bond yield rate for such calendar year, as ann

(dd) “Non-Executive Officer” means a Participant who is not an Executive Officer or a Retiree.

(ee) “Participant” means an Employee who accrues benefits under the Plan.

(ff) “Plan Year” means,

(i) for Supplemental Benefits under Article 5, the calendar year with reference to which benefits are determined u

(ii) for Deferral Benefits under Article 6, the specified calendar year.

(gg) “Policy” means the American Express Company Continued Employment Arbitration Policy and Employment Arbitra

(hh) “Post-2010 Deferral Benefits” means Deferral Benefits (representing dollars deferred pursuant to a Participar
compensation earned by the Participant in 2011 and subsequent Plan Years.

(ii) “Pre-2011 Deferral Benefits” means Deferral Benefits (representing dollars deferred pursuant to a Participant’s Defe

under the Plan) which are attributable to compensation earned by the Participant in 2010 and prior Plan Years (regardless of when a
Years ending on or before December 31, 2007 are not governed by the payment rules set forth in Article 8 of this document but b
reference may be reflected on an Appendix to this document.

(jj) "Qualified Retirement Plan" means the RP and/or the RSP, as the context may imply.

(kk) "Retiree" means a Participant who, as of October 27, 2010, was not an Executive Officer, and (i) who as of O
separation agreement as of October 27, 2010 and will be Retirement Eligible on or before the last day of the separation period. By wa
Ameriprise Financial, Inc. pursuant to a written agreement that such person would be permitted to remain in the Plan and be treated as

(ll) "Retirement" means a voluntary Separation from Service by a Participant who is Retirement Eligible on the date of s

(mm) "Retirement Eligible" means, with respect to a Participant, he or she is age 55 or older with ten or more actual or
honored for this purpose only if granted by the time the Participant becomes a Participant.

(nn) "RP-Related Account" means, with respect to a Participant, the book reserve account established by the Company

(oo) "RSP-Related Account" means, with respect to a Participant, the book reserve account established by the Compar

(pp) [intentionally omitted]

(qq) "Schedule Rate" means, for a calendar year, the applicable rate for such calendar year determined under the metri

(rr) "Section 401(a)(17) Limitation" refers to the limitation on the dollar amount of Compensation which may be taken in

(ss) "Section 409A" means Section 409A of the Code, together with the treasury regulations and other official interpreta

(tt) "Section 409A Policy" means the American Express Section 409A Compliance Policy, as amended from time to time

(uu) "Section 415 Limitations" refers to the limitations on benefits for defined benefit pension plans and defined contribu

---

(vv) "Separation from Service" has the meaning given such term by Section 409A. Whether a Participant has a Separat

(ww) "Severance Plan" means, collectively, (i) the American Express Senior Executive Severance Plan, effective Janua
and any successor plan thereto, (ii) the American Express Severance Pay Plan, effective January 1, 1987, as amended and restated
and (iii) the American Express Supplemental Unemployment Benefit Plan effective as of August l, 2014, as amended from time to time

(xx) "Stock Fund" means the RSP Stock Fund.

(yy) "Supplemental Account" means, with respect to a Participant, his or her RP-Related Account and RSP-Related Acc

(zz) "Supplemental Benefits" means, with respect to a Participant, the benefits under his or her Supplemental Account.

(aaa) "Supplemental Distribution" means a distribution to a Participant from his or her Supplemental Account.

(bbb) "Supplemental Election" means the election made by a Participant, or in the case of an Automatic New Partici
under Section 5.4.

(ccc) "Trust" means the trust established by Amex pursuant to Section 9.2(a), which is intended to be classified for fe
Chapter 1, Subtitle A of the Code.

(ddd) "Unforeseeable Emergency" means a severe financial hardship of the Participant resulting from (i) an illness or a
152 of the Code, without regard to paragraphs (b)(1), (b)(2) and (d)(1)(B) thereof), (ii) a loss of the Participant's property due to casualt
beyond the control of the Participant, all as determined by the Administrator based on the relevant facts and circumstances and in acco

Section 2.2 Qualified Plan Definitions. Capitalized terms not otherwise defined in the Plan shall have the same meaning set

Section 2.3 Gender and Number. All pronouns and any variations thereof shall be deemed to refer to the masculine, femini
the context admits, the singular shall include the plural, and the plural shall include the singular.

ARTICLE 3
ADMINISTRATION

Section 3.1 Administrator. The Plan shall be administered by the Administrator.

Section 3.2 Authority Requirement. Except as otherwise provided by Section 3, Section 4 or Section 5, the Committee (
continued Employment at all times during the period beginning with the Date of Grant and ending on the Committee's authority under S
administer the Plan, and such interpretation and construction thereof and actions taken thereunder shall be binding on all persons fo
omission or reconcile any inconsistency in the Plan in the manner and to the extent the Administrator deems necessary or desirable. In
have power in its discretion to cause such equitable adjustments to be made to correct for such errors as it considers appropriate in t
conclusive and binding upon all Participants and Beneficiaries. The Administrator, in its discretion, may delegate its authority and res
such authority and responsibilities are delegated, to the extent of such delegation. Vesting Date.

ARTICLE 4
ELIGIBILITY

Section 4.1 Eligibility. Participation in this Plan shall be limited to Employees who meet the requirements of Section 4.2, a
case-by-case basis, Employees or categories of Employees who shall not be eligible to participate in all or any portion of this Plan,
requirement that the Plan be a "top-hat" plan for purposes of ERISA. Unless the Administrator determines otherwise, Employees must

Section 4.2 Participation. To become a Participant in the Plan, an Employee must satisfy Section 4.1 and:

(a) be a participant under a Qualified Retirement Plan maintained by the Company. Participation by an Employee in a
applicable under such Qualified Retirement Plan; and

(b) for the relevant Plan Year:

(i) have an Account under the Plan from a prior Plan Year (provided that, solely for purposes of determining eli
previous offer to participate in the Plan shall be treated as having an Account balance); or

(ii) receive Total Pay (as defined under the RSP, without regard to the Section 401(a)(17) Limitation) in excess of

---

(iii) be employed in Band 50 or above as of the Band 50 Determination Date in the prior Plan Year (provided that
50 Determination Date and not already a Participant eligible for open enrollment may be permitted by the Administrator (in its discretion
in open enrollment for the coming Plan Year); or

(iv) accrue benefits under a Qualified Retirement Plan in excess of the Section 415 Limitation.

ARTICLE 5
SUPPLEMENTAL BENEFITS

Section 5.1 Benefits Under the RP. If a Participant is a participant under the RP, other than a terminated participant, the follows:

(a) <u>"Compensation" for RP Credits</u>. For purposes of RP credits under this Section 5.1, "<u>Compensation</u>" has the meanin different items as Compensation for purposes of this Section 5.1. Effective with the 2003 performance year (which awards were gra include the value of restricted stock awards granted to certain Participants in lieu of cash supplemental Annual Incentive Awards.

(b) <u>Contribution Credits</u>. There shall be credited to a Participant's RP-Related Account for each Plan Year, in accorda have been credited to a Participant's Defined Benefit Account Balance under the RP for the Plan Year if the Plan's definition of Compe been required to defer the receipt of any Compensation pursuant to a Deferral Plan, over (y) the actual Contribution Credits credited t shall Employment will be made to a Participant's RP-Related Account pursuant to this Section 5.1(b) for any pay period ending on or af

(c) <u>Benefits Formula</u>. The formula of the benefits for a Plan Year under this Section 5.1 shall be determined by the Adm

(d) <u>Additional Years of Service</u>.

(i) Certain Participants, as determined by the Company in its sole discretion, may be deemed to have rendered conditions as the Company may impose upon such benefits by special agreement with such Participant (in the event of a conflict with Participant's RP-Related Account equal to the excess, if any of: (x) the total cumulative Contribution Credits that would have been cre additional Years of Service under the

RP, over (y) the actual total cumulative Contribution Credits credited to the Participant's RP-Related Account under this Section 5.1 co Company or one of its Affiliates (regardless of the reason for such benefits under termination and whether or not later found to be invali or providing services or the terms of the special Participant's employment or service agreement, with each such Participant, such amo the RP-Related Account established for Participant's Award Communication or the Participant in accordance with Section 5.3 under pr situated Participants. Unless otherwise Participant's Notice Agreement, or determined by the Administrator or agreed in a special agr five-year vesting, and such amounts shall be forfeited by the Participant if the Participant's service with the Company terminates for a been rendered to the Company by such Participant.

(ii) For each Participant with a special agreement described in Section 5.1(d)(i) who has not accrued five Years of Service as of July 1, 2007, t the RP had remained in effect through December 31, 2007, and the Participant were an active participant in the RP through such date. Regardle credit under this Section 5.1 for the 2008 Plan Year or later.

Section 5.2 Benefits in Excess of Limits Under the RSP. If a Participant is a participant in the RSP, other than a terminated partici determined as follows:

(i) *Definition*. For purposes of RSP credits under this Section 5.2, "<u>Compensation</u>" has the meaning given the t different items as Compensation for purposes of this Section 5.2. Effective July 1, 2007, "Compensation" for purposes of RSP credits u lieu of cash Annual Incentive Awards, subject to the limitation set forth in Section 5.2(a)(ii).

(ii) *Limitation*. "Compensation" of a Participant who is in Band 50 or above for purposes of RSP credits under t granted to certain Participants in lieu of cash Annual Incentive Awards) in excess of one times his or her Base Salary. For purposes o each Plan Year (or, if the Participant was not employed as an Eligible Employee on January 1, the date the Participant becomes or is rehired as an Eligible Employee within the same Plan Year, the application of this rule shall be determined by pay band as of the date as to which the Participant had met all the prerequisites for receipt) prior to rehire). In addition, Incentive Pay subject to this limitatio earned.

(iii) *Temporary Salary Reductions Disregarded*Participant's right to vest in the Option under the Plan, if any, will terminate as of such
not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the
employment or service agreement, if any). In determining The Committee shall have the Compensation of a exclusive discretion to de
"Total Pay" under the RSP shall be determined by disregarding the temporary salary reductions in effect for the pay period commencin

(b) Contribution Credits. The following amounts shall be credited to the Participant's RSP-Related Account for each Pla

(i) *Company Stock Contribution*. An amount equal to: (A) one percent of the sum of: (1) the Participant's Compe
portion of a Participant's Compensation deferred during such Plan Year pursuant to a Deferral Plan, minus (B) the amount actually allo
under the RSP. For purposes of this Section 5.2(b)(i), the Section 401(a)(17) Limitation shall may still be deemed to apply pro ratably
RSP-Related Account pursuant to this Section 5.2(b)(i) for any pay period ending on or after July 1, 2007.

(ii) *Company Profit-Sharing Contribution*. An amount equal to: (A) the Company Profit-Sharing Contribution perc
of doubt, shall be the percentage utilized for any Company Discretionary Profit Sharing Contribution and/or Company Fixed Rate Co
Section 401(a)(17) Limitation or Section 415 Limitations, plus (2) that portion of a Participant's Compensation deferred during such
Sharing Contribution (which, for the avoidance of doubt, shall be the amount actually allocated as a Company Discretionary Profit
Participant under the RSP. Unless otherwise expressly provided in the Plan, benefits credited under this Section 5.2(b)(ii) at the time
the applicable provisions of the RSP. Any non-vested portion of such deferred compensation considered to be paid shall be forfeited.pr

(iii) (c) Company Matching Contribution Performance Requirement.

(A) Effective with Compensation paid on or after January 1, 2017, each eligible Participant who meets th
under the RSP (but without regard to whether or not he or she contributes under the RSP) shall receive a Matching Contribution ea
combination of both) contributed pursuant to a Deferral Election under Article 6 for such Plan Year (up to a maximum of six percent of t
Section 401(a)(17) Limitation for the Plan Year or because it has been deferred under a Deferral Plan). Compensation for this pur
Qualified Matching Contributions (or other type of matching contributions, as applicable).

(B) Separately from any Matching Contribution calculated under (A), a Participant will be provided a Ma
contribution) that would have been provided to the Participant under the RSP, but was not able to be provided solely on account of the

(C) The vesting of Matching Contributions will parallel the vesting rules applicable under the RSP.

(iv) *Company Conversion Contribution*.

(A) Except as otherwise provided by Section 5.2(b)(iv)(B), an amount equal to: (1) the Company Conversio
the sum of: (a) 3, Section 5 or the Participant's Compensation, calculated without Award Communication, the Section 401(a)(17) Limit
during such Plan Year pursuant Option is subject to a Deferral Plan, minus (2) and conditioned upon the amount actually allocated as
Unless otherwise expressly provided in the Plan, benefits credited under this Section 5.2(b)(iv)(A) at the time of a Supplemental Distrib

(d) Forfeiture and Cancellation. If a Participant's vested portion, as determined under the applicable provisions of the
the terms of the RSP, no Company Conversion Contributions are made for periods after December 31, 2017 for employees in Band
Company Conversion Contributions are made under the Plan for such periods.

(B) No Company conversion contributions were made for the pay period commencing March 30, 2009
limitation did not apply to Participants who were Retirement Eligible as of December 31, 2009. For the avoidance of doubt, when
contributions resumed in the same amount as in effect immediately prior to the pay period beginning on March 30, 2009; provided, ho
contributions thereunder at any time for any reason whatsoever.

(v) *Transition Contributions for Certain Former GE Capital Employees*. For Former GE Employees, an amount
for such Participant times the sum of: (1) the Participant's Compensation, calculated without the Section 401(a)(17) Limitation or Secti
pursuant to a Deferral Plan, minus (B) the amount actually allocated as a Transition Contribution to the Account of the Participan
Conversion Contributions under Section 5.2(b)(iv) and Transition Contributions under this Section 5.2(b)(v), such individual shall only
he or she would otherwise be entitled during such period of dual eligibility. Unless otherwise expressly provided in the Plan, benefits cr

Section 5.2(b)(v) at the time of a Supplemental Distribution shall be restricted to a Participant's vested portion, as determined under t
shall be forfeited. The right to Transition Contributions under this Section shall expire at the same time as the right to Transition Co
periods after March 31, 2011.

(vi) *No Disability Contributions*. The RSP provides for certain contributions to be made on account of qualify
Plan Option does not provide for such continuing contributions on account of a disability.

(c) Company Contribution for Additional Years of Service. Certain Participants, as determined by the Company in its
each such Participant, for the period of January 1, 2008 and thereafter, subject to such terms and conditions as the Company may im
Section 5.2(c), such special agreement shall control), an additional amount shall be credited to the Participant's RSP-Related Accoun
annual rate of base salary (as of the Participant's date of hire), before any reduction for any amounts deferred by the Participant ves
Deferral Plan or any other non-qualified plan which permits the voluntary deferral of compensation. Subject to the terms of the spe
determined from time to time by the Administrator and consistently applied to similarly situated Participants. Unless otherwise deter
under this Section 5.2(c) shall be subject to five-year vesting, and such amounts Option shall be forfeited and cancelled by the Particip
(as defined in the RSP) before five years of actual service have been rendered to the Company by such Participant. Amounts describ
accordance with Section 5.3. Company.

Section 5.3 Crediting of Account 2. Exercise.

(a) Time and Manner Exercise of Option. Amounts described in this Article 5 shall be credited At any time or times a
Date and the forfeiture or termination of the Option, the Participant may exercise the Option as to any number of shares, which,
manner number of shares as may be determined by the Administrator. In making such credits, the Administrator shall generally attem
time and manner for the crediting of similar amounts under the Qualified Retirement Plans; provided, however, that:

(i) unless the Administrator determines otherwise, amounts credited to a Supplemental Account with respect to
time of a Participant's Separation from Service, based on such assumptions as the Administrator may reasonably impose and consist

benefits under the RP at the time of the Participant's Separation from Service, or if later, at the earliest possible date that the P
immediately preceding the date upon which the Participant will receive (or commence receiving, in has theretofore exercised the case

(ii) unless otherwise determined by the Administrator or agreed in a special agreement with a Participant, a
credited on the one-year anniversary of the later of the date of the special agreement or the first day of the Participant's employm
Participants.

(b) Company Stock Contributions. Amounts described in Section 5.2(b)(i) shall be initially credited to the RSP-Related
Plan, the amount of such credits shall be determined by the Administrator in a manner determined by the Administrator to be reasonab

(c) Other Contributions. Amounts described in Section 5.2(b)(ii) (profit-sharing contributions), Section 5.2(b)(iii) (match contributions) and Section 5.2(c) (special agreement credits) shall be credited to the RSP-Related Account established for a Partici discretion, representing the various investment funds available to a Participant under the RSP as provided for in the Plan; provided tha

(i) amounts may not be directed to the Stock Fund in excess of limits established by the Plan or Administrator p be redirected in accordance with Article 7; and

(ii) unless otherwise determined by the Administrator, no subaccount shall be established under the Plan to coin

(d) Additional Accounts. The Administrator may, in its sole and exclusive discretion, establish additional book rese dividends, and other income, gains and losses shall be determined by the Administrator in its sole and exclusive discretion.

Section 5.4 Supplemental Benefits Payment Election. Any Supplemental Benefits payable under the Plan shall be paid following:

(a) In accordance with rules and procedures adopted by the Administrator in compliance with Section 409A, existing Pa SRP Plan, may make Supplemental Elections as follows:

-18-

(i) Participants who have not previously made an initial Supplemental Election under Section 5.4(b), whether un the date set by the Administrator, which shall not be later than December 31, 2005.

(ii) Participants who have previously made an initial Supplemental Election under Section 5.4(b), whether un Section 5.4(d), whether under the Plan or under the Prior SRP Plan, may change such Supplemental Election on or before the date permissible under Section 5.4(b) and Section 409A, regardless of whether such Supplemental Election lengthens or shortens the peri which accelerates payments from the Plan shall not cause any reduction in the amounts otherwise payable hereunder. Notwithstand such subsequent Supplemental Election shall be made in accordance with Section 409A, but, to the extent permitted under Section 4 period of five years. Any such subsequent Supplemental Election made under this Section 5.4(a)(ii) shall constitute a modification thereafter be permitted under Section 5.4(d).

(iii) Employees who first become Participants after December 31, 2005 may make an initial Supplemental Elec 409A, which, with respect to Employees who first become Participants on or after January 1, 2012 and individuals who first become e way of clarification, it is intended that individuals included in an enrollment process attributable to the third quarter of 2011 or an earlie Deferral Benefits and/or Supplemental Benefits at that time or instead were made subject to a default election), shall be applied as foll

(A) A Participant's initial Supplemental Election shall not be effective with respect to Company contributio

(i) In the case of a Participant who first receives Compensation with respect to which Company c the case of a new Participant in Band 50 or above, whose 30 day election period under Article 6 (or open enrollment period offered in l year as a Band 50 Employee eligible to participate in this Plan, or in the case of a new Participant who is not in Band 50 or above, wh such Participant's initial Supplemental Election shall not be effective with respect to Company contributions calculated based on Co Participant first is paid Compensation with respect to which Company

-19-

---

contributions under this Plan are calculated, or in which the Participant is otherwise described in this paragraph.

(ii) In the case of a Participant who first is paid Compensation with respect to which Company cont in Band 50 or above, has a 30 day election period under Article 6 expiring later than December 31st of the Participant's first calend enrollment process in lieu of special enrollment, or in the case of a new Participant who is not in Band 50 or above, who is not permi initial Supplemental Election shall not be effective with respect to Company contributions calculated based on Compensation paid p Compensation with respect to which Company contributions are calculated, or in which the Participant is otherwise described in this pa

(iii) For the avoidance of doubt, solely for the purposes of determining which Supplemental Benefit with respect to which Supplemental Benefits could be calculated is considered for purposes of this subsection to have such Suppleme Benefits to be credited to the Participant's Account. For example, a Participant's failure to satisfy the service requirement or make con contributions, shall not impact the duration of the Automatic New Participant Supplemental Election.

(B) Instead, with respect to Company contributions not covered by the Participant's Supplemental Electio for the Participant (or his or her beneficiary, in the event of the Participant's death) to receive his or her Supplemental Benefits attribut six months following the earliest of his or her Separation from Service or the date of Disability or death, as applicable (or as soon as ad

(C) Company contributions that are not subject to the Automatic New Participant Supplemental Election b Section 5.4(a)(iii)(A) above shall be subject to a Participant's initial Supplemental Election.

(D) With respect to an Employee who was a former Participant and again becomes a Participant after Section shall apply to the Company Matching Contributions, Company Conversion Contributions and Company Profit-Sharing Contr resumption of eligibility to participate) were the date of initial participation eligibility.

(iv) Participants who have previously made both a Supplemental Election and a modification to such Suppler Supplemental Elections. However, any Participant who was not in pay status (as defined in Section 1.1(c)) on January 1, 2005 and wh for payments from the Plan shall not have any reduction in the amounts otherwise payable hereunder (notwithstanding Section V(D)(1)

(b) A Participant may elect to receive his or her Supplemental Benefits that are not covered by the Automatic New Pa period of five, ten or 15 consecutive calendar years. Except as provided in Section 5.4(d), a Participant may not modify his or her initia shall apply to the payment of all Supplemental Benefits under the Plan and the Prior SRP Plan that are not covered by the Automatic 2004). A Participant's reemployment after Separation from Service shall not affect benefits attributable to periods prior to his or her Sep Election and initial Supplemental Election with respect to post-reemployment benefits.

(c) If a Participant fails to make a valid, timely Supplemental Election in accordance with Section 5.4(a) and the rules a Supplemental Election to receive his or her Supplemental Benefits that are not covered by the Automatic New Participant Suppleme following the earliest of his or her Separation from Service or the date of Disability or death, as applicable (or as soon as administrative

(d) A Participant who has not previously modified an initial Supplemental Election may make a one-time modification t under the Plan that are not covered by the Automatic New Participant Supplemental Election. To be effective, such a modification sha prescribe; provided, however, that the modification must comply with Section 409A, including the requirements regarding: (i) a minir effective until 12 months after it is made. A Participant may not change the payment method of his or her Supplemental Benefits Employee who was a former Participant and again becomes a Participant after being rehired by the Company following his or her Sepa to such Participant's initial Supplemental Election made following his or her rehire date, regardless of whether the Participant had also the Automatic New Participant Supplemental Election cannot be modified.

ARTICLE 6
ELECTIVE DEFERRALS

Section 6.1 Notification. Employees eligible to participate in the Plan for a Plan Year with respect to Deferral Benefits will l individual of his or her eligibility to participate, and such individual does not meet the requirements of Section 4.2 or such individual cause the individual to be eligible, and any Deferral Election made by such ineligible individual shall be null and void and of no effect to

Section 6.2 Participation. An eligible Employee for a Plan Year who was a Participant in the prior Plan Year as of the Band 5 in the prior Plan Year, or who otherwise becomes employed in Band 50 or above or first becomes eligible while in Band 50 or above p shall become a Participant in the Plan with respect to Deferral Benefits for such Plan Year by making a Deferral Election in accordanc Year shall be January 1. In addition to the foregoing, the following special rules apply to the extent permitted by Section 6.3:

(a) In the case of an Employee who is not already a Participant in the Plan, the Employee shall be considered eligib employee who was in Band 50 or above but not eligible for a Qualified Retirement Plan, as of the date the Employee (while still in l election within 30 days of such date. Such Employee's Deferral Benefits Eligibility Date shall be the first payroll period beginning aft procedures regarding coordination of special enrollment and open enrollment opportunities for Employees who would otherwise beco impose limits on the availability of special enrollment in appropriate circumstances.

(b) In the case of an Employee who is not already a Participant in the Plan and is not employed in Band 50 or above, th

(i) An Employee who was not otherwise eligible to participate in Deferral Benefits for a Plan Year and first satisfi exceeding the Section 401(a)(17) Limitation will become eligible to participate in Deferral Benefits under the Plan effective January 1 participate in the Plan's open enrollment period.

(ii) An Employee who was not otherwise eligible to participate in Deferral Benefits for a Plan Year and first sati exceeding the Section 401(a)(17) Limitation will become eligible to participate in Deferral Benefits under the Plan as of the first pay per

---

Plan Year (the first day of such pay period being the Deferral Benefits Eligibility Date), and may make an election in advance of such da

(iii) By way of clarification, an Employee does not have a special enrollment right merely because he or she exc

(iv) By way of clarification, the date an Employee exceeds the Section 401(a)(17) Limit is determined base excluded from Supplemental Benefits calculations because the Participant had not yet completed the service requirement for Compa

(c) Except as expressly permitted under this Section, mid-year elections are not allowed. A mid-year election may no requirements of Section 6.3, and must be filed by the deadline established by the Administrator. All Deferral Elections will become irre by the Administrator.

Section 6.3 Newly Eligible Employees. To the extent permissible under Section 409A and Section 6.2, Employees who becc not previously been eligible to participate in an elective account-balance deferred compensation arrangement (as defined for purposes the Plan for the Plan Year in accordance with Section 6.2. In the case of an Employee who had previously been eligible to participate i 409A) of Amex or its subsidiaries (regardless of whether he or she chose to do so), that Employee may be treated as newly eligible to p

(a) The Employee had received payment of all amounts under the Plan's Deferral Account and any other elective acco Plan's Deferral Benefits or any other elective account-balance plan, disregarding for this purpose any right to delay payment; or

(b) The Employee had ceased to be eligible to participate in Deferral Benefits under the Plan and all other elective ac other elective account-balance plan at any time during the 24-month period ending on the date the Employee again became eligibl amounts in the Plan or other elective account-balance plan), regardless of whether the Employee has received payments of amounts p

Section 6.4 Deferrable Compensation.

(a) Eligible Compensation.

(i) An eligible Employee for a Plan Year may elect to defer a specified amount from one or more of the following i

(A) the Employee's Base Salary to be paid during that Plan Year; and

(B) the Employee's Incentive Pay to be paid in the second Plan Year to commence after the election is r start of the Plan Year following the Plan Year in which the Deferral Election is filed).

(ii) Notwithstanding Section 6.4(a)(i), an Employee who becomes eligible to participate in the Plan with resp described in Section 6.3 may only elect to defer a specified amount from one or more of the following items:

(A) the Employee's Base Salary for the Plan Year of the Deferral Election which is paid for payroll periods

(B) a portion of the Employee's Incentive Pay to be paid in the following Plan Year, calculated by multiply percentage to be determined by dividing the number of days remaining in the calendar year as of the Employee's Deferral Benefits E number of days in the performance period measured from the date of hire.

(b) Maximum Deferral. The Administrator shall impose the following limits on Deferral Benefits, provided that the Ad approved no later than the day before the date a Deferral Election becomes effective.

(i) The Administrator shall limit the amount that may be deferred from (A) Base Salary to be paid in the followin Participant's Base Salary rate in effect as of the December 31st of the Plan Year during which the Deferral Election is filed (or with re during a Plan Year, shall limit the amount that may be deferred from Base Salary paid in such Plan Year and Incentive Pay paid in the hired into or a promotion to Band 50 or above (or a transfer to eligible status while in Band 50), 100 percent of the Employee's Bas becomes eligible to participate in the Plan by reason of exceeding the Section 401(a)(17) Limitation, 100 percent of the Employee's Ba eligible to so participate pursuant to Section 6.2(b)). The Administrator shall calculate this limit by (X) subtracting the percentage of percentage obtained under clause (X), and (Z) limiting the Incentive Pay Deferral Benefits for the second following (or, in the case, of m

following) Plan Year to the dollar amount obtained under clause (Y). By way of clarification, a Participant's actual Base Salary Deferra limit on Incentive Pay in the second following (or in the case of mid-year enrollment, the following) Plan Year.

(ii) All Deferral Elections shall be limited to the amount of any payment otherwise payable in cash, net of applicab

(iii) The Administrator may, in its discretion, impose further limits on the amount or percentage that can be deferr than the day before the date the Deferral Election takes effect. Unless and until the Administrator decides otherwise, the maximum perc

(c) Computation of Deferral Amounts. The Administrator may specify that Deferral Elections must be made as a perce Pay, respectively, or in some other reasonable fashion. The Administrator may permit the use of multiple methods of calculating Deferr a Deferral Election shall apply only to the extent that the Employee is paid amounts in excess of the Section 401(a)(17) Limitation.

Section 6.5 Deferral Benefits Election.

(a) Time of Deferral Election. An eligible Employee for a Plan Year who wants to participate in the Plan with respect t before the December 15 of the preceding Plan Year, or if December 15 is on a weekend, the following Monday, or as of such other d

provided, however, that an Employee permitted under Section 6.2 to make a mid-year Deferral Election for the Plan Year in which he
that Section (or by such earlier deadline as may be established by the Administrator).

(b) Form of Deferral Election. A Deferral Election for a Plan Year shall be made in the manner and by the deadlines pre

(c) Contents of Deferral Election. In his or her Deferral Election for a Plan Year, the Employee shall specify:

(i) the items of his or her compensation eligible for deferral under Section 6.4(a) that the Employee wishes to de
items to be deferred complies with Section 6.4(b) and any administrative limits imposed on elections made for such Plan Year;

(ii) in the case of an Employee in Band 50 or above as of the Band 50 Determination Date in the prior Plan Year
by the Administrator to participate in open enrollment for the following Plan Year on account of such hire or promotion into Band 50):

(A) the time when his or her Deferral Benefits for such Plan Year shall be paid, which shall be either (A) th
of the Plan Year at the time of the election; and

(B) the form of payment of his or her Deferral Benefits for the Plan Year, which shall be (A) a lump sum, or

In the event that an Employee's Deferral Election pursuant to Section 6.5(a) and Section 6.5(b), does not specify both a valid ti
(ii)(B), such Employee shall be deemed to have elected a lump-sum payment as of the January 1 or July 1 that is at least six months
any event no later than 90 days).

By way of clarification, an Employee who is not in Band 50 or above as of the Band 50 Determination Date for the prior Plan Y
Year. Instead, the Supplemental Election (without regard to the Automatic New Participant Supplemental Election) made pursuant to S
Participant who is enrolled as a result of being hired into or promoted to Band 50 (or transferring to eligible status while in Band 50 or
for the following Plan Year as a Band 50 or above Employee.

(d) Withholding of Amounts Deferred. For each Plan Year, the Base Salary portion of a Participant's Deferral Election s
Participant's Deferral Election shall be withheld at the time the Incentive Pay is or otherwise would be paid to the Participant.

Section 6.6 Crediting of Deferred Amounts. The Administrator shall establish and maintain a Deferral Account with resp
Deferral Account established for the Participant at such times and in such manner as may be determined by the Administrator. The A
losses in accordance with Article 7.

ARTICLE 7
EARNINGS

Section 7.1 RP-Related Account. For each Participant, the RP-Related Account established pursuant to Section 5.1 shall be
annually, under procedures and at times determined by the Administrator and consistently applied for similarly situated Participants. Su
administratively feasible) as Imputed Earnings Credits are computed under the RP for each Plan Year.

Section 7.2 RSP-Related Account. A Participant's RSP-Related Account shall be credited with earnings under the Hypotheti

Section 7.3 Deferral Accounts.

(a) For Plan Year 2011 and later, a Participant's Deferral Benefits for such Plan Year shall be credited with earnings u Pay paid in 2011 and deferred pursuant to a Deferral Election will be considered 2010 Deferral Benefits for purposes of this Section.

(b) For Executive Officers, such Participant's Deferral Benefits for Plan Years prior to 2011 shall be credited with earni Plan Year beginning on or after January 1, 2011 and under the Interest Method set forth below for earnings credited in 2010 and prior l 2010) will not exceed the AFR if Amex's ROE is Below ROE Target Range; and provided further that for those Executive Officers who to October 27, 2010 were calculated based on the Interest Method without reference to any AFR limitation.

(c) For Non-Executive Officers, such Participant's Deferral Benefits for Plan Years prior to 2011 shall be credited with e if a Participant becomes an Executive Officer during 2011, earnings for 2011 credited to such Participant's Deferral Benefits for Plan AFR have been paid out prior to the Participant's becoming an Executive Officer). For 2012 and subsequent years, the Hypothetical Inv

(d) For Retirees, such Participant's Deferral Benefits for Plan Years prior to 2011 shall be credited with earnings Investment Method set forth below effective January 1, 2013.

Section 7.4 Hypothetical Investment Method.

(a) For each Participant, credits to his or her RSP-Related and Deferral Account (to the extent subject to the Hypothet such Participant, using the subaccounts described in Section 5.3, provided, however, that with respect to Deferral Benefits attributab invested in an investment option that credits earnings at the AFR instead of in the Stock Fund or the RSP-based investment options, a Fund to the extent that such transfer would result in the aggregate Company Stock holdings of such Participant under the Plan exc transfer) with respect to the investment of the Deferral Account or (ii) the total value of his or her RSP-Related Account (determine Participant direct that more than ten percent of new contributions

made to the RSP-Related Account or the Deferral Account, respectively, be directed to the subaccount representing the Stock Fund acceptable to the Administrator, in one-percent increments, the amounts to be credited to each subaccount. A Participant shall be Participant under rules governing the RSP for a given Plan Year, subject to any different or additional rules as may be established by and the credits to the relevant Account of a Participant to the subaccount relating to the Stock Fund would result in the aggregate Com Account (determined at the time of the transfer) or has directed new contributions to an Account to the Stock Fund in an amount exceeding ten percent of new contributions to such Account, then such Participant shall be deemed to have selected, with respect to a the subaccount representing the fund designated as the default fund under the RSP, unless the Administrator directs the use of a differ

(b) To the extent a Participant elects to invest in the subaccount representing the Stock Fund, subject to Section 7.4(d the Administrator, the performance of the book reserve subaccount established for each Participant pursuant to Section 5.3 or Sectio decreases in value from time to time, whether from dividends, gains, losses or otherwise, as may be experienced by the Stock Fund elect to transfer credits among the Stock Fund and one or more subaccounts representing other investment options in a manner Administrator may establish for this Plan; provided, however, no Participant may transfer amounts to the subaccount representing the Plan or the Administrator.

(c) To the extent the Participant does not elect (or is not permitted) to invest in the subaccount representing the S performance of each book reserve subaccount established for each Participant shall reflect the performance of the investment fund th increases or decreases in value from time to time, whether from dividends, gains, losses or otherwise, as that experienced by the rel AFR. Subject to Section 7.6, credits to such subaccounts may be transferred to any other subaccount under the Plan in a manner sin respect to the related investment funds under the RSP and such similar rules as may be established for the AFR option, subject in affirmatively designate one or more subaccounts pursuant to this Section 7.4(c), subject to rules established by the Administrator, such deemed to have selected a default account selected by the Administrator (which shall be deemed to be the subaccount representing different fund). Notwithstanding the foregoing, the Administrator may, in its sole discretion, provide that one or more investment funds the RSP, shall not be available for designation under the Plan.

(d) The subaccounts shall be valued subject to such reasonable rules and procedures as the Administrator may adop designated were invested at similar times and in manners, subject to administrative convenience, as amounts are invested, and subjec

Section 7.5 Interest Method. With respect to Deferral Accounts governed by the Interest Method:

(a) Under the Interest Method, a Participant's Deferral Account for a Plan Year shall be credited with interest equivale established under the Plan.

(b) The amounts in such Deferral Account shall vest as follows:

(i) *Principal*. The principal amount of a Participant's Deferral Account for a Plan Year shall be 100 percent vested

(ii) *Earnings*. Until January 1, 2011, with respect to amounts credited with earnings under the Interest Metho Minimum Schedule Rate for the calendar year shall be 100 percent vested as such earnings are accrued and credited, and the porti applicable Schedule Rate in excess of the Minimum Schedule Rate for the calendar year, if any, shall become vested on the date tha and thereafter as such earnings are accrued and credited. Effective December 31, 2010, all earnings amounts under the Interest Meth

Section 7.6 Special Restrictions.

(a) The provisions of this Section 7.6 shall apply to Insiders. Such provisions shall apply during all periods that such Participants are required to report transactions pursuant to Rule 16a-2(b) (or its successor) under the Exchange Act. This Section 7 Insider. For purposes of the foregoing, the effective date of this Section 7.6 shall be the date the Participant becomes an Insider. At su expired), this Section 7.6 shall cease to be applicable to such Participant.

(b) Notwithstanding anything in the Plan to the contrary, (i) except as set forth below, credits to the Account of an Inside

-29-

---

performance of the Stock Fund, (ii) credits made to the Account of an Insider at any time may not be transferred to a subaccount tha and credits to a subaccount of an Insider that reflects the performance of the Stock Fund (which credits could only have been mad changed, other than (A) pursuant to the Participant's payment election or the rules governing distribution in the event of the Participar that a delay in the normal payment schedule occur only to the extent required by securities rules, as permitted by Section 409A) or (B)

(c) It is intended that the crediting of amounts to the accounts of Insiders that represents the performance of the Stock I The Administrator shall, with respect to Insiders, administer and interpret all Plan provisions in a manner consistent with such exemptio

ARTICLE 8
PAYMENT OF BENEFITS

Section 8.1 Supplemental Account Payments (Other than Payments Due to Death or Disability).

(a) By way of clarification, the rules set forth in this Section shall be applied separately to the portion of the Participant's remainder of the Participant's Supplemental Benefits that is not covered by the Automatic New Participant Supplemental Election, Supplemental Election. Subject to Section 8.1(b), payment of Supplemental Benefits shall be made as follows: (i) if the governing Elec months following the Participant's Separation from Service for any reason (other than death or Disability) from the Company, or as s Election calls for annual installment payments, they shall begin on July 1 of the calendar year following the Participant's Separation fr administratively feasible, but in no event later than 90 days, and shall continue on each July 1 (or as soon thereafter as administrativ

Participant who has experienced a Separation from Service and is to receive or has begun receiving payments as set forth above, sha
Separation from Service, even if later re-employed by the Company.

(b) If a Participant has made the one-time modification to his or her initial Supplemental Election pursuant to Section 5.
Participant's Separation from Service, then payment of such Participant's Supplemental Benefits (to the extent governed by the

amended Election) pursuant to Section 8.1(a) shall be made, or commence in the case of annual installments, on the date that is five y
to Section 8.1(a). The rehire of a Participant during this intervening period will not affect the payment schedule. The Automatic New Pa
to the Automatic New Participant Supplemental Election will not be subject to any five-year delay.

(c) If a Participant has elected annual installment payments, each annual installment payment shall be determined by
is one, and the denominator of which is the number of remaining payments (e.g., if the Participant elected five installments, the first an
1/5, the second annual installment payment would be the remaining amount of the Participant's Supplemental Benefits multiplied by 1/

(d) The payment of Supplemental Benefits to a Participant under this Section 8.1 shall be limited to a Participant's ve
provided in the Plan, a Participant's vested portion shall be determined under the vesting provisions of the Qualified Retirement Plans.

Section 8.2 Deferral Account Payments (Other than Payments Due to Death or Disability).

(a) Generally Applicable Rules for Payment to Participants. With respect to Post-2010 Deferral Benefits, payments n
Participant was eligible to make a special payment election with respect to such Deferral Benefits pursuant to Section 6.5, in which
Benefits not payable on account of death or Disability will be paid in accordance with Section 8.2(b)(i) or Section 8.2(c)(i), as applicable

(b) Specified Date Elections for Employees in Band 50 or Above. If a Participant designated a specified date as the tim
the Participant has not had a Separation from Service, died or incurred a Disability as of the specified date, then payment of the Deferr

(i) In the case of Pre-2011 Deferral Benefits, (A) if the Participant elected a lump-sum payment of some or all o
date (or if the Participant designated March 15 or September 15 as the specified date, payment shall be made on such specified dat
Participant elected annual installment payments of some or all of such Deferral Benefits, payment shall begin on the first March 15 or
as the specified date, payment shall begin on such specified date), or as soon thereafter as administratively feasible, but in no even
feasible,

but in no event later than 90 days) thereafter for the period selected by the Participant. If a Participant who is to receive or has begun
Service before having received all of the annual installments to which the Participant is entitled, then if the Participant is Retirement
receive the remaining annual installment payments as scheduled, and if the Participant is not Retirement Eligible at the time of his or
sum pursuant to Section 8.2(c)(i).

(ii) In the case of Post-2010 Deferral Benefits, (A) if the Participant elected a lump-sum payment of some or all o
specified date or as soon thereafter as administratively feasible, but in no event later than 90 days, and (B) if the Participant elected
January 1 or July 1 coinciding with or following the specified date, or as soon thereafter as administratively feasible, but in no event lat
as administratively feasible, but in no event later than 90 days) for the period selected by the Participant. If a Participant who is to rece
Separation from Service before having received all of the annual installments to which the Participant is entitled, then the Participant sh

(c) Separation from Service for Employees in Band 50 or Above. If a Participant has a Separation from Service for any
date as the time when some or all Deferral Benefits are to be paid, then Deferral Benefits subject to a Deferral Election that specifies ti

(i) In the case of Pre-2011 Deferral Benefits:

(A) If a Participant is Retirement Eligible at the time of his or her Separation from Service, then payment
payment of some or all Deferral Benefits, payment of such Deferral Benefits shall be made on the first March 15 or September 15 wh
soon thereafter as administratively feasible, but in no event later than 90 days; and (B) if the Participant elected annual installment pay
15 or September 15 which is at least six months following the Participant's Separation from Service from the Company, or as soon
March 15 (or as soon thereafter as administratively feasible, but in no event later than 90 days) thereafter for the period selected by
begun receiving payments as set forth above, shall continue receiving any remaining payments according to the terms in effect on the

---

(B) If a Participant is not Retirement Eligible at the time of his or her Separation from Service, then regard
made in a lump sum on the first March 15 or September 15 which is at least six months following the Participant's Separation from Ser

(ii) In the case of Post-2010 Deferral Benefits, upon Separation from Service, payment of the Participant's Defe
Deferral Benefits, payment of such Deferral Benefits shall be made on the first January 1 or July 1 which is at least six months followin
feasible, but in no event later than 90 days; and (B) if the Participant elected annual installment payments of some or all Deferral Ben
Participant's Separation from Service from the Company, or as soon thereafter as administratively feasible, but in no event later than
event later than 90 days) thereafter for the period selected by the Participant. A Participant who has experienced a Separation from
any remaining payments according to the terms in effect on the date of his or her Separation from Service, even if later re-employed by

(d) Calculation of Installments. If a Participant will receive payment of some or all Deferral Benefits in annual installm
Deferral Benefits being paid pursuant to such Deferral Election by a fraction, the numerator of which is one, and the denominator of
amount in his or her Deferral Account in five installments, the first annual installment payment would be the amount of the Participan
amount of such Deferral Account multiplied by 1/4, etc.).

(e) Payment Limited to Vested Amount. The payment of a Participant's Deferral Account for a Plan Year under this S
distribution. Any non-vested portion of amounts credited to a Participant hereunder shall be forfeited.

Section 8.3 Designation of Beneficiaries. A Participant may separately designate a Beneficiary or Beneficiaries entitled to
notice of such designation with the Administrator in such form as the Administrator may prescribe. A Participant may revoke or modif
prescribe. A Participant's Beneficiary designation shall be deemed automatically revoked in the event of the death of the Beneficiary o
is in effect at the time Benefits payable under the relevant Account become due, the Beneficiary of such Account shall be deemed to be

---

Effective for Participants who die on or after January 1, 2013, if a Participant has designated his or her spouse as his or her b
event of the Participant's divorce, without prejudice, however, to any rights the former spouse may be granted pursuant to a domestic
the benefit shall be paid as if the former spouse had pre-deceased the Participant. A Participant who wishes the former spouse to be
date of divorce. These rules will also apply in the event a beneficiary is permitted to designate a beneficiary and becomes divorced
person will be liable for payment made to a named beneficiary prior to the date that the Plan is notified that such person is a divorced s

Section 8.4 Death.

(a) Supplemental Account. Upon a Participant's death, payment of the Participant's Supplemental Account shall be ma Account. If a Participant dies while still actively employed by the Company, the payment of his or her Supplemental Account shall following the Participant's death, or as soon thereafter as administratively feasible, but in no event later than 90 days. If a Participant el waiting for installments to commence in the event that payment was delayed following Separation from Service as the result of a Participant's Beneficiary or Beneficiaries as a single lump-sum payment on the first January 1 or July 1 which is at least six months f than 90 days. By way of clarification, if a Participant dies after Separation from Service but before the January 1 or July 1 (or other pay lump sum shall be made to the beneficiary on the originally scheduled date. To the extent however, that the Participant's payment had make payment in accordance with the death benefit provisions and will not wait for the five-year period to elapse.

(b) Deferral Account. Upon a Participant's death, payment of the Participant's Deferral Account shall be made to the Pa

(i) With respect to Pre-2011 Deferral Benefits, if a Participant dies while still actively employed by the Company March 15 or September 15 which is at least six months following the Participant's death, or as soon thereafter as administratively fea after such installment payments have commenced, any remaining installment payments shall be made to the Participant's Beneficiary six months following the Participant's death, or as

soon thereafter as administratively feasible, but in no event later than 90 days. By way of clarification, if a Participant dies after Sep thereafter) that is six months after the Separation from Service, payment in a lump sum shall be made to the beneficiary on the original

(ii) With respect to Post-2010 Deferral Benefits, if a Participant dies while still actively employed by the Compan January 1 or July 1 which is at least six months following the Participant's death, or as soon thereafter as administratively feasible, bu installment payments have commenced (or while waiting for installments to commence in the event that payment was delayed followin Deferral Benefits), any remaining installment payments shall be made to the Participant's Beneficiary or Beneficiaries as a single lum death, or as soon thereafter as administratively feasible, but in no event later than 90 days. By way of clarification, if a Participant dies thereafter) that is six months after the Separation from Service, payment in a lump sum shall be made to the beneficiary on the origina due to his or her modification of a Supplemental Election that also applies to his or her Deferral Benefits, the Plan will make payment ir

Section 8.5 Disability.

(a) Supplemental Account. By way of clarification, the rules set forth in this Section shall be applied separately to t Supplemental Election and the remainder of the Participant's Supplemental Benefits that is not covered by the Automatic New Partic Automatic New Participant Supplemental Election. In the event of the Disability of a Participant, payment of the Participant's Suppleme or her Supplemental Account, payment shall be made on the first January 1 or July 1 which is at least six months following the Partici days; and (ii) if the governing Election calls for annual installment payments of his or her Supplemental Account, payment shall beg administratively feasible, but in no event later than 90 days, and shall continue on each July 1 (or as soon thereafter as administratively

(b) Deferral Accounts. In the event of the Disability of a Participant, payment of the Participant's Deferral Benefits shall

(i) With respect to Pre-2011 Deferral Benefits, (A) if the Participant elected a lump-sum payment of some or all c September 15 which is at least six months following the Participant's date of Disability, or as soon thereafter as administratively feasibl respect to some or all of his or her Deferral Benefits, payment of such Deferral Benefits shall begin on the first March 15 or Septemb

administratively feasible, but in no event later than 90 days, and shall continue on each March 15 (or as soon thereafter as administrati
such Deferral Benefits.

(ii) With respect to Post-2010 Deferral Benefits, (A) if the Participant elected a lump-sum payment of some or al or July 1 which is at least six months following the Participant's date of Disability, or as soon thereafter as administratively feasible, respect to some or all of his or her Deferral Benefits, payment of such Deferral Benefits shall begin on July 1 of the calendar year fo event later than 90 days, and shall continue on each July 1 (or as soon thereafter as administratively feasible, but in no event later thar

Section 8.6 Unforeseeable Emergency. If a Participant experiences an Unforeseeable Emergency, the Participant may peti shall not exceed the lesser of (a) the Participant's vested Account balance, or (b) the amount necessary to satisfy the Unforeseeable E anticipated as a result of the distribution. A Participant shall not be eligible to receive a payout from the Plan to the extent that the Unf or otherwise, (ii) by liquidation of the Participant's assets, to the extent the liquidation of such assets would not itself cause severe fina discretion, approves a Participant's petition for payout from the Plan, such payout shall be made in a lump sum on the date on which days. At the time of its determination, and to the extent permissible by Section 409A, the Administrator shall determine how any p thereunder.

Section 8.7 Company Offset. Notwithstanding anything in the Plan, the RP or the RSP to the contrary, to the maximum exte may be forfeited, or its payment suspended, at the discretion of the Administrator, to apply toward or recover any claim the Company n Conduct provisions under its long-term incentive award plan, to recover a debt to the Company or to recover a benefit overpayment un

shall be offset against a Participant's Account prior to the date on which the offset amounts would otherwise be distributed to the Partic manner permitted by the Section 409A Policy.

Section 8.8 Withholding. The Company shall be entitled to deduct from any payment under the Plan, regardless of the form be withheld with respect to such payment or may require the Participant to pay to it such tax prior to and, to the extent permissible unde

Section 8.9 De Minimis Lump Sum Payment. Notwithstanding the other provisions of the Plan, the Administrator may, in its that such pay-out amount shall be in an amount equal to the lump sum value of such Account determined for the date of such pa Participant's entire interest under the Plan and all similar arrangements that constitute an account balance plan under Section 1.40 amount under Section 402(g)(1)(B) of the Code.

ARTICLE 9
CHANGE IN CONTROL

Section 9.1 Change in Control. "Change in Control" means the happening of any of the following:

(a) Any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act) (a "Persor Act) of 25 percent or more of either (i) the then outstanding common shares of Amex (the "Outstanding Company Common Shares generally in the election of directors (the "Outstanding Company Voting Securities"); provided, however, that such beneficial ownershi securities: (A) any acquisition directly from Amex; (B) any acquisition by Amex or any corporation, partnership, trust or other entity c sponsored or maintained by Amex or any Subsidiary; (D) any acquisition by an underwriter temporarily holding Amex securities pursua to, and actually does, report its beneficial ownership on Schedule 13-G (or any successor schedule), provided that, if any such inc Schedule 13D (or any successor schedule), then, for purposes of this subsection, such individual, entity or group shall be deemed to does so report, beneficial ownership of all of the Outstanding Company Common Stock and Outstanding Company Voting Secur reorganization, merger or consolidation if, following such reorganization, merger or consolidation, the conditions described in clauses (i), (ii) and (iii) of Section 9.1(c) are satisfied. Notwithstanding the foregoing, a Char the beneficial owner of 25 percent or more of the Outstanding Company Common Shares or Outstanding Company Voting Securities a Securities by Amex which, by reducing the number of Outstanding Company Common Shares or Outstanding Company Voting Secur that if a Change in Control would be deemed to have occurred (but for the operation of this sentence) as a result of the acquisition of C such share acquisition by Amex, the Subject Person becomes the beneficial owner of any additional Outstanding Company Common Company Common Shares or Outstanding Company Voting Securities beneficially owned by the Subject Person, then a Change in Co

(b) Individuals who, as of the date hereof, constitute the Board (the "Incumbent Board") cease for any reason to co subsequent to the date hereof whose election, or nomination for election by Amex's shareholders, was approved by a vote of at leas individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of o solicitation of proxies or consents by or on behalf of a Person other than the Board, including by reason of agreement intended to avoid

(c) The consummation of a reorganization, merger, statutory share exchange, consolidation, or similar corporate trans each case, unless, following such Business Combination, (i) the Outstanding Company Common Shares and the Outstanding Compa remaining outstanding or being converted into voting securities of the resulting or surviving entity or any parent thereof) more than 50 outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from owns Amex or all or substantially all of Amex's assets either directly or through one or more subsidiaries), (ii) no Person (excluding A from such Business Combination or any parent or subsidiary thereof, and any Person beneficially owning, immediately prior to such B Shares or Outstanding Company Voting Securities, as the case may be) beneficially owns, directly or indirectly, 25 percent or more Business Combination (or any parent thereof) or the combined voting power of the then outstanding voting securities of such

---

corporation entitled to vote generally in the election of directors and (iii) at least a majority of the members of the board of directors of t Incumbent Board at the time of the execution of the initial agreement or action of the Board providing for such Business Combination; o

(d) The consummation of the sale, lease, exchange or other disposition of all or substantially all of the assets of Amex, which following such sale, lease, exchange or other disposition (i) more than 50 percent of, respectively, the then outstanding shares securities of such corporation (or any parent thereof) entitled to vote generally in the election of directors is then beneficially owned owners, respectively, of the Outstanding Company Common Shares and Outstanding Company Voting Securities immediately prior to s immediately prior to such sale, lease, exchange or other disposition of such Outstanding Company Common Shares and Outstandi benefit plan (or related trust) of Amex or a Subsidiary or of such corporation or a subsidiary thereof and any Person beneficially ownin or more of the Outstanding Company Common Shares or Outstanding Company Voting Securities, as the case may be) beneficially o stock of such corporation (or any parent thereof) and the combined voting power of the then outstanding voting securities of such cor majority of the members of the board of directors of such corporation (or any parent thereof) were members of the Incumbent Board a exchange or other disposition of assets of Amex; or

(e) Approval by the shareholders of Amex of a complete liquidation or dissolution of Amex.

Section 9.2 Effect of Change in Control. This Section 9.2 shall apply in the event of a Change in Control.

(a) Rabbi Trust. Notwithstanding Section 12.1 and any other provision herein to the contrary, to the extent permitted by Participant's Account under the Plan shall be maintained in the Trust established by Amex for this purpose and the Company shall tran

(b) Account Earnings. satisfied:

(i) *RSP-Related Account* *Employment on Exercise Date*.

(A) Notwithstanding Section 7.4(b), effective immediately upon a Change in Control, to the extent a subac Plan should in the future reflect, the performance of the Stock Fund, it shall thereafter reflect the performance of the Stable Value Fund.

(B) Notwithstanding Section 7.4(c), in the event that any time after a Change in Control either (A) the RS
there are no investment funds available under the RSP (or successor qualified investment savings plan) to which a Participant may di
thereafter be credited with earnings of at least the AFR.

(ii) *Deferral Accounts*.

(A) If earnings are credited to all or part of a Deferral Account under the Interest Method, notwithstandir
less than the Moody's A Rate for the year of the Change in Control and any year thereafter during which the Interest Method applies, p
Schedule Rate shall be no greater than the AFR if Amex's (or its successor's) ROE is Below Target Range.

(B) If earnings are credited to all or part of a Deferral Account under the Hypothetical Investment Methoc
Related Account under Section 9.2(b)(i).

(C) If a Participant who is eligible to receive lump-sum separation pay under the Severance Plan expe
Participant would have become Retirement Eligible during the serial separation period for which the Participant would have been eligil
immediately become 100 percent vested in the earnings on his or her Deferral Account under Section 7.5(b)(i) as if the Participant were

(c) Golden Parachute Excise Taxes.

(i) In the event that any payment or benefit received or to be received by a Participant hereunder in connect
collectively as the "Payments") will be subject to the excise tax referred to in Section 4999 of the Code (the "Excise Tax"), then the Pa
Excise Tax but only if (a) the net amount of all Total Payments (as hereinafter defined), as so reduced (and after subtracting the net
greater than or equal to (b) the net amount of such Total Payments without any such reduction (but after subtracting the net amount
Excise Tax to which the Participant would be subject in respect of such unreduced Total Payments; provided, however, that the Partic
reduction in the Payments hereunder.

(ii) For purposes of determining whether the Payments will be subject to the Excise Tax, the amount of such
received or to be received by the Participant in connection with such Change in Control or the termination of such Participant's employ
Company, any Person whose actions result in such Change in Control, or any Person affiliated with the Company or such Person (c
280G(b)(2) of the Code) unless, in the opinion of the accounting firm which was, immediately prior to the Change in Control, the Co
serving as independent auditors, designated by the Committee (the "Firm"), such payments or benefits (in whole or in part) do not con
Code; (B) no portion of the Total Payments the receipt or enjoyment of which the Participant shall have waived at such time and in suc
taken into account; (C) all "excess parachute payments" within the meaning of Section 280G(b)(2) of the Code shall be treated as sub
in part) represent reasonable compensation for services actually rendered (within the meaning of Section 280G(g)(4)(B) of the Code) ir
reasonable compensation, or are otherwise not subject to the Excise Tax; and (D) the value of any non-cash benefits or any deferr
280G(d)(3) and (4) of the Code and regulations or other guidance thereunder. For purposes of determining whether any Payments in r
highest marginal rate of federal income taxation (and state and local income taxes at the highest marginal rate of taxation in the state a
could be obtained from deduction of such state and local taxes) in the calendar year in which the Payments are made. The Firm will be

(iii) As soon as practicable following a Change in Control, but in no event later than 30 days thereafter, the Comp
written statement setting forth the manner in which the Total Payments in respect of such Participant were calculated and the basis for

from the Firm or other advisors or consultants (and any such opinions or advice which are in writing shall be attached to the statement)

ARTICLE 10
CLAIMS PROCEDURES

Section 10.1 Claim.

(a) A claimant who believes that he or she is being denied Benefits to which he or she is entitled under the Plan or who

written request for such Benefits or written description of the claim (as applicable) with the Administrator, setting forth his or her claim fo

(b) No action may be commenced against any Plan party after the earliest to occur of the following dates: the date tha cause of action accrued. For purposes of this Article 10, a cause of action is considered to have accrued when the person bringing the clearly repudiated the claim or legal position which is the subject of the action, regardless of whether such person has filed a claim in a of process.

(c) Any person requesting Benefits or wishing to assert a claim must exhaust all remedies under the Plan's claims proce

Section 10.2 Claim Decision.

(a) Except as otherwise provided by Section 10.2(b), 3, Section 4 or Section 5 or a Participant's Award Communication, claim filed under Section 10.1 within 90 days Date of receipt, unless it determines to extend such reply period for an additional 90 reasons Participant's Option.

(ii) *Payment of Exercise Price*. At the time of exercise of the Participant's Option, a Participant must pay the Ex by which following methods or any combination thereof: (A) paying in cash in United States dollars (which may be in the Administrator written explanation, using language calculated to be understood check); (B) tendering shares owned by the claimant, setting forth:

(i) Participant which have a Fair Market Value equal to the specific reason or reasons for such denial;

(ii) the specific reference to relevant provisions of the Plan on which such denial is based;

(iii) a description of any additional material or information necessary Exercise Price for the claimant to perfect necessary;

(iv) appropriate information as to the steps to be taken (C) if the claimant wishes to submit the claim for review, ir

(v) the time limits for requesting a review under Section 10.3 and for review under Section 10.4; and

(vi) the claimant's right to bring an action under Section 502 of ERISA (subject to Section 10.5) if the claim is der

(b) If the claim is a claim that requires a determination regarding whether a Participant is disabled to be made p Administrator or the Plan for purposes other than a benefit determination under the Plan), the Administrator will respond to the claim w utilize up to two 30-day extension periods, in each case to the extent that the Administrator determines that circumstances beyond t setting forth the reasons for the extension and the date by which the Administrator expects to render a decision, the standards on which entitleme information needed to resolve such issues). In the event that additional information is necessary to resolve a claim requiring the Adm provide the information (during which time the periods to provide notice and a decision on the claim shall be tolled).

(c) In the event of a claim requiring the Administrator to rule on the Participant's disabled status, the Administrator's 10.2(a)) with (i) a discussion of the decision, including an explanation of the basis for disagreeing with or not following the views p vocational professionals who evaluated the claimant, the views of medical or vocational experts whose advice was obtained sell, on upon the exercise of the Option and to remit to the Company a sufficient portion of the sale proceeds to pay the Exercise Price for t transaction related to the claim denial, without regard Option. Any fractional shares otherwise required to whether be withheld or surren

(iii) *Responsibility for Taxes*. The Participant acknowledges that, regardless of any action taken by the Administ liability for all Tax-Related Items is and a determination of disability remains the Participant's responsibility and may exceed the amour to Employer. The Participant further acknowledges that the Administrator, (ii) a copy Company and/or the Employer (i) make no represe criterion relied upon during the claims process or a statement that no such internal rules, guidelines, protocols or other similar criteria e the Administrator will provide an explanation of the scientific or clinical judgment for the determination (applying the terms of the Plan to charge upon request.

Section 10.3 Request for Review.

(a) Except as otherwise provided by Section 10.3(b), within 60 days after the receipt by the claimant of the writte determination. The claimant, or his or her duly authorized representative, may, but need not, review the relevant documents and sub copies of any documents, records and other information relevant to the claim will be provided free of charge upon request, subject to ERISA. Except as otherwise provided by Section 10.3(b), if the claimant does not request a review of the initial determination within su

(b) In the event of a claim requiring the Administrator to make a determination regarding the Participant's disabled statu in writing that the determination be reviewed, and shall be barred and estopped from challenging the determination if he or she does no

Section 10.4 Review of Decision.

(a) After considering all materials presented by the claimant, the Administrator will render a written decision, setting fort

-43-

---

and containing specific references to the relevant provisions of the Plan on which the decision is based. The decision on review shall n extension of time is required for a hearing or other special circumstances, the claimant shall be notified of the reasons for the extension days. If additional information is needed, the deadline for the Administrator's responses will be tolled for the time period granted to th earlier). The decision shall be in writing using language calculated to be understood by the claimant, and shall set forth:

(i) the specific reason or reasons for such denial;

(ii) the specific reference to relevant provisions of the Plan on which such denial is based;

(iii) a statement that the claimant is entitled, upon request and free of charge, to receive reasonable access to attorney-client, attorney work-product and other applicable privilege rules unless otherwise required by ERISA); and

(iv) the claimant's right to bring an action under Section 502 of ERISA now that the claim has been denied on ap the applicable limitations period under Section 10.1(b) that applies to the claimant's right to bring such an action, including the calendar

(b) In the event of a claim requiring the Administrator to make a determination regarding the Participant's disabled s persons who made the initial determination on behalf of the Administrator shall not be involved in the review, and that the persons decision-makers. The Administrator shall not consider, generate or rely upon any new or additional information, or issue an appeal de the new or additional evidence or rationale. The information shall be provided as soon as possible and sufficiently in advance of the d opportunity to respond prior to that date. In the event that a medical judgment is required, the persons conducting the review shall medicine and shall identify any medical or vocational experts consulted to the claimant. No health care professional consulted in th subordinate of such person). The claim determination on review of a claim requiring the Administrator to make a determination rega

determines that special circumstances require an extension and so informs the claimant). If additional information is needed, the dead
the information (or the date that the claimant actually provides the information, if earlier). In the event of such a claim denial, in addition

-44-

---

above, the Administrator shall provide (i) a discussion of the decision, including an explanation of the basis for disagreeing with or not the claimant and vocational professionals who evaluated the claimant, the views of medical or vocational experts whose advice was whether the advice was relied upon by the Administrator in denying the claim, and a determination of disability by the Social Security protocol or other similar criterion relied upon during the claims process or a statement that no such internal rules, guidelines, proto exclusion or limit was imposed, the Administrator will provide an explanation aspect of the scientific Option or clinical judgment for the that such an explanation will be provided free of charge upon request.

(c) All decisions on review shall be final and shall bind all parties concerned to the maximum extent permitted by law.

Section 10.5 Arbitration. Notwithstanding anything herein to the contrary, and except with respect to a claim which requires Participant consents to binding arbitration of such claim) or any other claim as to which mandatory arbitration is prohibited by law ar Article 10, the Administrator or a claimant will have the right to compel binding arbitration with respect to any claim involving the Plan. E the claimant attempts to bring outside the claims process, but the Plan requires the claimant to exhaust his or her administrative reme the process and procedure shall be governed by the terms and conditions of the Policy, to the extent such Policy is consistent with arbitrated on a class action basis or on bases involving claims brought in a representative capacity on behalf of any other similarly situ Beneficiary, as well as any other person with a claim involving the Plan, waive the right to act on a representative basis with respect to any class action; provided, however, that this Section is not intended to, and does not, waive or invalidate any statutory rights or reme arbitration pursuant to the terms of this clause, such a remedy may, if required by law to be available in the claimant's situation withou arbitrator will be bound by the substantive terms of the Plan and ERISA (including, underlying shares, including, but not limited to, the Plan interpretations grant, vesting or exercise of the Administrator unless Option, the subsequent sale of any shares acquired pursuant are arbitrary and capricious).

Section 10.6 Burden under no obligation to structure the terms of Proof. Notwithstanding anything herein the grant or any aspec any particular tax result. Further, if the Participant is subject to Tax-Related Items in more than one jurisdiction, the extent a claimant claim based upon facts not contained in the Plan's records, such person shall Employer (or former employer, as applicable) may be rec

Prior to the relevant taxable or tax withholding event, as applicable, the Participant agrees to make adequate arrange Items. In this regard, the Company and/or the Employer, or their respective agents, at their discretion, may satisfy, or allow the Partici the avoidance of doubt, following:

(1) if a person claims entitlement to Benefits based permitted by the Committee, surrendering shares then issuable upo (including but not limited to claims with respect to Base Salary, Incentive Pay, or Compensation for RSP-Related A provide satisfactory affirmative evidence of such service or compensation. The Administrator shall have the sole and

Section 10.7 Administrator's Sole Authority (2) . Notwithstanding Section 3.2 or any other provision if permitted by the have appropriate number of shares otherwise issuable to the sole Participant upon the exercise of the Option and Committee shall have neither any authority with respect to such matters, nor Company a sufficient portion of the matters. sale proceeds.

REFINITIV

ARTICLE 11
AMENDMENT & TERMINATION

Section 11.1 Plan Amendment. The Committee Company and/or its delegate may, at any time, amend or terminate the P
Participant or any Beneficiary receiving Benefit payments at the time the Plan is amended or terminated. Notwithstanding the foregoing
Participant's failure to provide timely payment of any tax withholding with regard to all Tax-Related Items as the Participant's election t
2(a)(iii)(1) above.

The Company or the Employer may withhold or account for Tax-Related Items by considering applicable statutory wit
Participant's jurisdiction. If Tax-Related Items are withheld in excess of the Participant's actual tax liability, any over-withheld amoun
would result in a violation of Section 409A. In particular, amendments Employer (with no entitlement to the definitions of Base Salary sh
manner which would result in an impermissible alteration to an existing Deferral Election.

Section 11.2 Effect of Plan Termination. refund from the local tax authorities. If the Plan obligation for Tax-Related Items
Participant Account hereunder. Following Plan termination, Participants' Accounts shall be paid at such time and in such form as provi
date, the Committee may, in its discretion, determine to distribute the then existing Account balances of Participants and Beneficiarie
under the Plan; provided, however, that the authority granted to the Committee under this Section 11.2 shall be implemented in complia

ARTICLE 12
GENERAL PROVISIONS

Section 12.1 Unfunded Status. Nothing in the Plan shall create, or be construed to create, a trust of any kind or fiduciary r
person. Any funds deferred under the provisions of the Plan shall be construed for all purposes as a part of the general funds of the C
the right

of any unsecured general creditor. The Company may, but need not, purchase any securities or instruments as a means of hedging its

Section 12.2 Non-Transferable. The right of any Participant, or other person, to the payment of deferred compensation und
and distribution.

Section 12.3 No Right to Continued Employment. Participation in the Plan shall not be construed as conferring upon the P
The Company expressly reserves the right to dismiss any employee at any time without liability for the effect such dismissal might have

Section 12.4 Plan Benefits Not Compensation Under Employee Benefit Plans. Any deferred compensation payable und
tax purposes, the Participant will be deemed to have been issued the full number of shares subject to the exercised Option, notwithsta
under Tax-Related Items.

Finally, the Participant agrees to pay to the Company or the Employer any plan amount of Tax-Related Items that the Con
expressly provided in such plan or arrangement.

Section 12.5 Compliance with Section 409A. The Plan is intended to comply with Section 409A, and shall be interpreted
terms of the Plan fail to qualify for exemption from or to satisfy the requirements of Section 409A, the Plan Employer may be operated
Revenue Service. In such circumstances, the Plan will be administered in withhold or account for as a manner which adheres as closel

Section 12.6 No Guarantee of Tax Consequences.

(a) The Company makes no representations or warranties and assumes no responsibility as to the tax consequences
the Plan or any such Participant's Beneficiary. Further, payment by the Company to the Participant (or to a Participant's Beneficiary or
with the Administrator at the time of the Participant's death, shall be binding on all interested parties and persons, including the Part
officers and employees from all claims, demands, actions or causes of action of every kind arising out of or on account result of the Par

(iv) *Documentation*. The Participant must provide the Company with any forms, documents or unknown, other ir

(v) *No Fractional Shares*. The Option may not be exercised for himself or herself, his or her heirs, executors, a

(b) No person connected(vi) *Compliance with Laws*. As provided by Paragraph 18(e) of the Plan, legal couns will be in compliance with the Plan in any capacity, including, but not limited Securities Act and applicable United States federal, state, to the Securities Act of any shares to be issued hereunder or to effect similar compliance under any state or local laws.

(b) Issuance of Shares.

(i) *Issuance*. Subject to Section 2(b)(ii) and Section 2(b)(iii), the Company and its directors, officers, agents a exercise of the Participant's Option as soon as administratively practicable following such exercise. If the Participant has elected purs Federal, state and local income, estate and gift tax treatment, will sell shares from the exercise of the Option to pay the Exercise Pr shares from the exercise of the Option issued to the Participant shall be applicable reduced by the number of shares used to any amo may be made by crediting the shares to or an account for the benefit of a the Participant or Beneficiary under the Plan, or that by such the Plan.

(c) Any agreement executed pursuant to the Plan shall be deemed to include the above provision of this Section 12.6.

Section 12.7 Limitations on Liability. Neither the establishment of the Plan nor any modification thereof, nor the creation giving to any Participant or other person any legal or equitable right against the Company, or any officer or employer thereof except a any Participant's Account from loss or depreciation, whether caused by poor investment performance of a deemed investment or the i reason. In no event shall the Company or any successor, employee, officer, director or stockholder of the Company, be liable to any instruments implementing its provisions (except that the Company shall make benefit payments in accordance with the terms of the P consequences with respect to the Plan, or any credit or distribution hereunder.

Section 12.8 Severability. If any provision of the Plan is held to be illegal or void, such illegality or invalidity shall not affect enforced as if said illegal or invalid provision had never been inserted herein.

Section 12.9 Captions. The headings and captions herein are provided for reference and convenience only, shall not be cons

Section 12.10 Governing Law. The Plan shall be construed in accordance with and governed permissible manner chosen by principles of conflict of laws.

* * * * *

SCHEDULE A

DEFERRAL ACCOUNT SCHEDULE

Under the Interest Method, the Schedule Rate used to determine the earnings credited on a Participant's Deferral Accounts for such c
year and its "ROE Target Range" for such calendar year:

Amex's ROE	Sch
Below ROE Target Range	Mod
Within ROE Target Range	
Above ROE Target Range	

Amounts credited under this Schedule are subject to any caps imposed by Article 7 of the Plan, including the limitation of amounts cred

Amex's "ROE" for a calendar year means Amex's consolidated annual return on equity for such calendar year, as reported by Amex,
its sole discretion.

Amex's "(ii) *ROE Target Range* *Satisfaction of Tax-Related Items*". It shall be a condition to the Company's ob
Employer, or their respective agents, upon their demand, in accordance with Paragraph 18(f) of the Plan, such amount as may be den
any obligation to withhold any Tax-Related Items.

(iii) *Compliance with Laws.* If the Company, in effect on January 1st its sole discretion, determines that the listi
local or foreign law of any shares to be issued pursuant to the Option is necessary or desirable, issuance of such calendar year. shares

Except as otherwise (iv) *No Shareholder Rights until Issuance.* As provided by Section 9.2(b) Paragraph 18(c)
by shares from the Committee, prospectively or retrospectively, in its sole discretion, without prior notice to or consent of Participants or

---

SCHEDULE B

RESERVED

SCHEDULE C

Pursuant to Section 1.3 exercise of the Plan, this Schedule C sets forth in greater detail the payment timing rules applicable to De maintained by the Company that a Participant have been consolidated into issued to the Plan.

Nothing herein alters Participant, the timing or form of Participant shall have no rights as a payment from the timing or form applicab control. This Schedule C is intended to be used for administrative purposes only, and may be updated or clarified from time to time by Schedule C can alter the time or form of a benefit payment or otherwise have any impact not permitted by Section 409A shareholder of

Payment dates are approximate; payment may be made within 90 days of the identified payment date in accordance with the Treasury

Pre-2008 Deferral Plans

Some pre-2008 plans include money that was earned and vested as of December 31, 2004 and has been treated as "grandfather grandfathered, as is interest for years prior to 1999, and interest in the 1999-2004 years to the extent that the Participant was Retirem not Retirement Eligible by December 31, 2004 is never considered grandfathered, regardless of whether it exceeded the minimum in the case of an employee who receives severance payments from the Company.

References to "termination of employment" or similar concepts refer to "Separation from Service" for non-grandfathered benefits. For g

The rules governing these benefits are NOT reflected in Article 8 of the Plan, which addresses only Deferral Plan benefits from 20 Benefits").

If a Participant elected to be paid at a specified date or as of retirement + X years (X could be up to 10)

- o If the Participant elected a specified date AND is still active on the specified date, the Participant will be paid accordir *of retirement + X years):*
  - nIf lump sum elected, paid in a lump sum on the first March 15/September 15 on/following the elected date.

- nIf installments elected, payments begin on the first March 15/September 15 on/following elected date, with subsec
  - l If termination occurs during payment, and the Participant is **not** Retirement Eligible[1] upon termination, tl months following termination.
- o If the Participant is Retirement Eligible at the time of termination, the Participant will be paid according to elections:
  - nIf lump sum elected, paid in a lump sum on the first March 15/September 15 on/following the specified date (even
    - l Participant elected to be paid on March 15, 2015. The Participant terminates employment on January 1,
    - l Participant elected to be paid five years after retirement. The Participant retires in 2013 and is Retiremen
  - nIf installments elected, payments begin on the first March 15/September 15 on/following elected date (even if later
  - n**Commencement could be AFTER retirement**. *(This is different from the rule for current Deferral Plan benefits.)*
- o If a Participant was not Retirement Eligible upon termination, and terminates from employment before the specified c following termination.
- o If the Participant is going out on severance, see Severance Flow Chart and follow questions. **Severance may dela amounts, since it may delay deemed termination of employment.**

n**If the Participant elected to be paid at retirement**

- o If the Participant is Retirement Eligible upon termination, the Participant will be paid according to elections:
  - nIf lump sum elected, paid in a lump sum on the first March 15/September 15 that is at least 6 months following ret

[1] "Retirement Eligible" means that the Participant is at least age 55 AND has at least 10 years of service.

- If installments elected, payments begin on the first March 15/September 15 that is at least 6 months following reti

o If not Retirement Eligible upon termination, paid in a lump sum on the first March 15/September 15 that is at least 6 m

o If the Participant is going out on severance, see Severance Flow Chart and follow questions. **Severance may dela amounts based on termination of employment, since it may delay deemed termination of employment.**

- **If the Participant leaves the Company as a result of Disability**

  o The Participant will be paid according to elections.

  o If lump sum elected, paid in a lump sum on the first March 15/September 15 that is at least 6 months following date o

  o If installments elected, payments begin on the first March 15/September 15 that is at least 6 months following date of

- **If the Participant dies before payments begin or before receiving all installments**

  o The balance of the Participant's account will be paid as a lump sum to the Participant's designated beneficiary on the

2008-2010 Plans

These plans do not include any "grandfathered" money and are subject to Section 409A of the Code in their entirety. The rules gover Deferral Benefits."

- **If the Participant elected to be paid on a specified date**

  o If the Participant does not separate from service prior to the specified date, the Participant will be paid according to el

    - If lump sum elected, paid in a lump sum on the first March 15/September 15 on/following the elected date.

    - If installments elected, payments begin on the first March 15/September 15 on/following elected date; subsequent

      - If Separation from Service occurs during payment, and the Participant is **not** Retirement Eligible upon 15/Sept 15 that is at least 6 months following Separation from Service. If the Participant is

Retirement Eligible upon Separation from Service, installments continue on schedule.

o If the Participant separates from service before the specified date and is Retirement Eligible upon Separation from S as of the first March 15/September 15 that is six months following separation from service:

- If lump sum elected, paid in a lump sum on the first March 15/September 15 that is six months following Separatio

- If installments elected, payments begin on the first March 15/September 15 that is six months following Separatio

- **Note that payment will NOT be delayed until the specified date, in contrast to the pre-2008 rule.**

o If the Participant is not Retirement Eligible upon Separation from Service, and separates from service prior to the spe 6 months following termination.

- o Severance status will NOT affect payment of benefits from these years; no benefits are grandfathered and hence sev

- **If the Participant elected to be paid at retirement**
  - o If the Participant is Retirement Eligible upon Separation from Service, the Participant is paid according to elections:
    - If lump sum elected, paid in a lump sum on the first March 15/September 15 that is at least 6 months following Se
    - If installments elected, payments begin on the first March 15/September 15, that is at least 6 months following Se
  - o If the Participant is not Retirement Eligible upon Separation from Service, paid in a lump sum on the first March 15/Se
  - o Severance status will not affect payment of benefits from these years; none of them are grandfathered and hence sev
- **If the Participant dies or is Disabled, the usual death/Disability benefit rules for Pre-2011 Deferral Benefits apply**

-54-

Special Rule for Degrandfathered Participants' Degrandfathered Benefits Under Section 1.3 of the Plan

These rules apply to degrandfathered principal only. Interest for the relevant years was never grandfathered, and hence is not a for Pre-2008 Deferral Plan benefits.

- **If the Participant did NOT Make an election regarding degrandfathered benefits**
  - o The Participant will be paid in a lump sum in March of 2012.
- **If the Participant elected a specified date and that specified date occurs prior to Participant's Separation from Service**
  - o Specified date could not be earlier than July 2017.
  - o If the Participant elected a lump sum, the Participant will be paid in a lump sum on the January 1 or July 1 that is the or July 1 that is the specified date, and subsequent installments will be paid on each January 1 or July 1 (the same as
  - o If the Participant separates from service after the specified date but during the payment period, payments continue as
- **If the Participant elected a specified date but separates from service prior to that date OR if the Participant elected to b**
  - o If the Participant elected lump sum, paid in a lump sum on the later of July 1, 2017 or the first January 1 or July 1 that
  - o If the Participant elected installments, the first installment is paid on the later of July 1, 2017 or the July 1 of the caler July 1 thereafter.
- **If the Participant dies, the usual death benefit rules for Post-2010 Deferral Benefits apply**

-55-

SCHEDULE D

The Plan is hereby irrevocably terminated, effective as of and contingent on the closing of the transactions described in the Purchase subsidiary of Time Inc. (the "Termination Date"), solely with respect to the Participants in the Plan who are employees of American Ex Date, all crediting of Plan accounts of Publishing Participants shall cease. Each Publishing Participant's remaining accrued and unpai

Section 1.409A-3(j)(4)(ix)(B) and on a date within twelve months of the Termination Date. The benefit to be paid to each Publishing Pa
be paid only in a manner that complies with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended.

SCHEDULE E

American Express Global Business Travel

Effective upon the establishment of the proposed joint venture involving the Global Business Travel business (as it may be defined i participation by individuals who are Participants in this Plan and who as of or after the establishment of the Business are or becom documents governing the Business obligate the Business to provide such individuals with benefits comparable to those offered by th Schedule E and other provisions of the Plan, this Schedule shall control for Business Employees; provided, however, that nothing in th date this Schedule becomes applicable to a Participant, or the Participant's other rights and obligations with respect to such benefits.

ARTICLE 1
CONTINUED PARTICIPATION

Section 1.1 Eligibility to Participate. A Business Employee may continue to participate shares, and in this Plan during such perio Business Employee will receive benefits comparable to those offered by the Company.

(a) In order to particular, shall not be entitled to participate, the Business Employee must have been a Participant vote to the establishment respect of the Business (or, if later, the date the employee became a Business Employee) (in either case, the Bus her Transition Date and must either have enrolled in the Plan prior to the Transition Date or after the Transition Date but prior to the en Company. such shares.

(b) The Administrator retains the discretion to decline to permit continued participation by any Business Employee, so lo

(c) Participation under this Schedule is intended to be limited to a select group of management or highly compensated e

Section 1.2 Termination of Participation Option Exercise Outside United States. A Business Employee's ability to continue to mak

(a) The date the Business Employee has a Separation from Service from the Business (or such later date as is requi participation under paragraph (b) below may resume participation in accordance with the terms of the Plan, this Schedule 2(a)(ii) and S

(b) The later of 2(a)(iii), the following dates (which dates and hence the applicable time of termination of participation ma

(i) The end of the period during which comparable benefits are required under the documents governing the B

(ii) The date cessation of contributions is permissible under Section 409A.

Section 1.3 Change of Status. An individual who was a Business Employee but who again becomes an Employee Secretary of th attributable to his or her time as a Business Employee, and provided that this change in status will not invalidate any elections filed as a

ARTICLE 2
CONTRIBUTIONS

Section 2.1 Deferral Benefits. Deferral Benefits will be deducted from each participating Business Employee's Base Salary and Inc rules:

(a) The term "Base Salary" shall be deemed to include amounts paid by the Business that correspond on the releva determined in compliance with applicable law.

(b) The term "Incentive Pay" shall be deemed to include amounts paid by the Business that correspond on the releva determined in compliance with applicable law.

(c) For purposes of determining whether any Deferral Election that takes effect after the Participant reaches the Sectio aggregated unless otherwise required by law.

(d) A Business Employee's Deferral Elections filed prior to the individual's becoming a Business Employee shall not be file a new Deferral Election after his or her participation ceases in accordance with Article 1 of this Schedule (without prejudice to appropriate Deferral Elections upon qualifying to do so again).

Section 2.2 Supplemental Benefits. Supplemental Benefits may be allocated to a Business Employee's RSP-Related Account in the foregoing, Amex is expressly authorized to take into account amounts paid by the Business when calculating Supplemental Benefit

Section 2.3No Duplication. Nothing herein entitles any Business Employee or other person to duplicative benefits.

Section 2.4 Funding of Benefits. Benefits under the Plan shall at all times be unfunded obligations of the Company, without prejud Plan) with such payments as may be agreed between the Company and the Business from time to time. No such agreement may give preference to the general creditors of the Business, and any amounts paid to the Company (or any rabbi trust established under the P of the Business to the extent necessary to preserve the unfunded nature of the Plan.

ARTICLE 3
VESTING

Vesting of benefits shall be determined in the same fashion as if employment with the Business were employment with the Compar is accelerated under the RSP with respect to Business Employees; provided, however, that with respect to Company contributions contributions under the Business' 401(k) plan shall apply and vesting will not be accelerated.

ARTICLE 4
EARNINGS

Credits to a Participant's Deferral Account and RSP-Related Account with respect to benefits earned while a Business Employee sha

ARTICLE 5
PAYMENT OF BENEFITS

Section 5.1 Normal Time and Form of Payment. The time and form of payment for a Business Employee shall be determined experience a Separation from Service merely on account of employment with the Business instead of the Company, unless other participation in the Plan merely because of employment with the Business instead of the Company, although a Participant who Separa rehires (as expressly modified by this Schedule E, if applicable to the Participant upon rehire).

Section 5.2Separation from Service. Once a Participant becomes a Business Employee, the occurrence of a Separation from Serv single employer with the Business under Section 414(b) or (c) of the Code, using the 80 percent common ownership standard) as the may require alteration of the definition of "service recipient," the application of the Separation from Service rules shall be adjusted as ne

---

Section 409A.) If the Participant subsequently again becomes an Employee of the Company, benefits attributable to the Participant's r
Service, but benefits attributable to periods during and prior to the Participant's employment as a Business Employee shall continue to

Section 5.3Beneficiaries. A Participant's designation of a Beneficiary will not be affected merely because the Participant becomes a B

ARTICLE 6
MISCELLANEOUS

Section 6.1 Reservation of Rights. The Committee reserves the right to amend or terminate this Schedule or any other part of th
compliance with Section 409A.

Section 6.2 Scope of Schedule. Nothing in this Schedule gives any Business Employee or any other individual a right to payment o
by or remain in the employ of the Company, the Business or any affiliate of either. Nothing in the Plan or this Schedule is intended
Business.

Section 6.3 Construction. The Administrator shall have the right authority to construe, interpret exclude one or more methods for
Related Items associated with the same extent as Option in countries outside the rest of the Plan, and to decide any claims arising fr
Plan and shall at all times be interpreted in a manner compliant with Section 409A.

DESCRIPTION OF COMPENSATION PAYABLE TO NON-M

Upon the recommendation of the Nominating and Governance Committee of the Board of Directors of American Express Compa
non-management director of the Board in respect of his/her service on the Board effective January 1, 2022:

- an annual retainer of $110,000; provided that this amount shall be reduced by $20,000 if the Director does not attend at least 75% of the me
- a grant of Share Equivalent Units having a value of $220,000 to be awarded under the 2003 Share Equivalent Unit Plan for Directors upon th
- an annual retainer of $40,000 for the chairs of the Audit and Compliance Committee and the Risk Committee, and an annual retainer of $30
  Responsibility Committee;
- an annual retainer of $20,000 for each member of the Audit and Compliance Committee and the Risk Committee, and an annual retainer of
  Public Responsibility Committee;
- an annual lead director fee of $100,000 (delivered as $25,000 in cash and $75,000 in Share Equivalent Units); and
- reimbursement of customary expenses for attending Board, committee, and shareholder meetings.

AMENDMENT
TO
RESTRICTED STOCK UNIT AWARD AGREEM
AND
NONQUALIFIED STOCK OPTION AWARD AGRE

I. Amendment to Restricted Stock Unit Award Agreement (Band 99) United States.

Section 2, Section 3 and Section 6(c) of the Restricted Stock Unit Award Agreement (Band 99) are hereby amended and restate

Section 2. 3. Death or Disability. Disability. (For Options Granted before February 1, 2023)

(a) Death Vesting. Notwithstanding anything in this Agreement to the contrary, (i) if a Participant ceases Employment be Date, or (ii) if a Participant ceased Employment by reason of Option, and the Option has not expired and has not vested, the Participan dies before the Vesting Date, then the Participant's Award Option shall immediately vest and become exercisable for the Number of Sh be 100% or Disability, and the Participant's Award shall no longer be subject to the vesting conditions set forth in Section 1(b) or Sec Section 3(b).

(b) Exercise. For If at the avoidance time of doubt, if a Participant's death or Disability, the Participant's Option has not b of the Participant's death, the Participant's beneficiary or any person who acquires the right to exercise the Option by bequest or in continue pursuant to Section 3, this Section 2(a) shall not apply.

(b) Disability. Notwithstanding anything in this Agreement to the contrary, if a Participant ceases Employment by reason vest on death) may, at any time within five years after the date of the Participant's death or Disability, the RSU Payout Percentage for th vesting conditions set forth in Section 1(b) event on or Section 1(c).

Section 3. Retirement.

(a) Participants Outside European Union and United Kingdom. If a Participant's home base country is outside the Europ Participant's Early Retirement before the Vesting Date, and the date of Early Retirement is more than one year after the Expiration Da the Vesting Date for shares, which, when added to the number of Earned Shares determined under Section 1(c); and (B) if shares as Vesting Date, the Participant's Award shall continue and vest on the Vesting Date for the number of Earned Shares determined under as otherwise provided by Section 2(a) in the event of the death of the Participant after Retirement and before the Vesting Date. Option

---

(b) Participants Within European Union or United Kingdom. If a Participant's home base country is in theretofore been exercised, Employment by reason Number of the Participant's EU/UK Retirement before the Vesting Date, and the date Shares. The requirement Award shall continue and vest on the Vesting Date for the number of Earned Shares determined under Section 1(c), without regard to event of the death of the Participant after EU/UK Retirement and before the Vesting Date.

Section 6. Payment.

(c) Retirement. Subject to Section 6(f), Section 6(h) and Section 6(i), the Company shall issue to a Participant the numbe of any shares withheld or cancelled to satisfy withholding obligations for Tax-Related Items pursuant to Section 6(i), (i)) must be satisfie of the Participant after Retirement and before the Vesting Date).

II. Amendment to Nonqualified Stock Option Award Agreement (Band 99)

Section 3(a) and Section 4(a) of the Nonqualified Stock Option Award Agreement (Band 99) are hereby amended and restate exercise.

Section 3. Death or Disability. **(For Options Granted on or after February 1, 2023)**

(a) Vesting.

(i) *Death*. Notwithstanding anything in this Agreement to the contrary, (i) if a Participant ceases Employment
has not expired and has not vested, or (ii) if a Participant ceased Employment by reason of the Participant's Retirement before the Ve
while holding the Option, and the Option has not expired and has not vested, then the Participant's Option shall immediately vest a
longer be subject to the vesting conditions set forth in Section 1(b) or Section 1(c), and the Option may be exercised as to any or all
ceased Employment by reason of the Participant's Retirement before the Vesting Date and the Option did not continue pursuant to Sec

(ii) *Disability*. Notwithstanding anything in this Agreement to the contrary, if a Participant ceases Employment b
has not expired and has not vested, then the Participant's Option shall immediately vest and become exercisable for the Number of S
conditions set forth in Section 1(b) or Section 1(c), and the Option may be exercised as to any or all of the Number of Shares, as descr

(b) Exercise. If at the time of a Participant's death or Disability, the Participant's Option has not been fully exercised for the entire Nu
or any person who acquires the right to exercise the Option by bequest or inheritance or by reason of the Participant's death) may, at a
the Expiration Date, exercise the Option as to any number of shares, which, when added to the number of shares as to which the Optic
Section 2 (other than Section 2(a)(i)) must be satisfied at the time of such exercise.

Section 4. Retirement.

(a) Vesting. (For Options Granted before February 1, 2023)

(i) *Participants Outside European Union and United Kingdom*. If a Participant's home base country is outside th
Retirement before the Vesting Date, and the United Kingdom, date of Early Retirement is more than one year after the Date of Grant, t
the Participant ceases Employment by reason of the Participant's Full Retirement before the Vesting Date, the Participant's Option sh
vesting condition set forth in Section 1(b), but subject to the attainment of the performance requirement of Section 1(c).

(ii) *Participants Within European Union*. If a Participant's home base country is in the European Union, then if th
Date, and the date of EU/UK Retirement is more than one year after the Date of Grant, the Participant's Option shall continue and
Section 1(b), but subject to the attainment of the performance requirement of Section 1(c).

(iii) *Forfeiture and Cancellation*. If a Participant ceases Employment by reason of the Participant's Retirement, a
shall be forfeited and cancelled by the Company.

(a) Vesting. (For Options Granted on or after February 1, 2023)

(i) *Participants Outside Select European Countries*. If a Participant's home base country is outside of the c
Employment by reason of the Participant's Early Retirement before the Vesting Date, and the date of Early Retirement is more than on
on the Vesting Date; and (B) if the Participant ceases Employment by reason of the Participant's Full Retirement before the Vesting
each case, without regard to the vesting condition set forth in Section 1(b), but subject to the attainment of the performance requireme
death of the Participant after Retirement and before the Vesting Date.

(ii) *Participants Within Select European Countries.* If a Participant's home base country is one of the countries
reason of the Participant's Select European Country Retirement before the Vesting Date, and the date of Select European Country Re
and become exercisable on the Vesting Date, without regard to the vesting condition set forth in Section 1(b),but subject to the attainn
the event of the death of the Participant after Select European Country Retirement and before the Vesting Date.

(iii) *Forfeiture and Cancellation*. If a Participant ceases Employment by reason of the Participant's Retirement,
shall be forfeited and cancelled by the Company.

(b) Exercise. If at the time of a Participant's Retirement, the Participant's vested Option has not been fully exercised fo
the Expiration Date, exercise the Option as to any number of shares, which, when added to the number of shares as to which the Opt
Section 2 (other than Section 2(a)(i)) must be satisfied at the time of such exercise.

Section 5. Change in Control.

(a) Vesting. Notwithstanding anything in this Agreement to the contrary, but subject to Appendix B, which could negat
Defined Termination of a Participant before

the Vesting Date, the Participant's Option shall immediately vest and become exercisable on the date of the Defined Termination for a
date of the Defined Termination, and/or (ii) the portion of the performance period under Section 1(c) elapsed as of the date of the D
subject to the vesting conditions set forth in Section 1(b) or Section 1(c).

(b) Exercise. In the event of a Defined Termination of a Participant within two years following a Change in Contro
Expiration Date, exercise the Option as to any number of shares, which, when added to the number of shares as to which the Option h
The requirements of Section 2 (other than Section 2(a)(i)) must be satisfied at the time of such exercise.

Section 6. Other Termination. Unless the Committee determines otherwise, then except as otherwise provided by Secti
Employment terminates, the Participant's Option, whether vested or unvested, shall be immediately forfeited and cancelled by the Com

Section 7. Additional Terms.

(a) No Assignment. As provided by Paragraph 18(d) of the Plan, except as otherwise determined by the Committee o
whole or in part, or otherwise dispose of the Participant's Option (or the shares underlying such Option) or the Participant's rights ar
Participant's death), including, but not limited to, by execution, levy, garnishment, attachment, pledge, bankruptcy or in any other mann
lifetime only by the Participant. If a Participant or anyone claiming under or through the Participant attempts to violate this Section 7(a),

(b) Transfer to Immediate Family Members. If a Participant is subject to U.S. taxation, then after any waiting period fo
transfer all or a portion of the Participant's Option on an irrevocable basis to an Immediate Family Member of the Participant who is sub

(i) the transfer must be for a minimum of 1,000 shares;

(ii) no further transfer by the transferee is permitted (except to the transferee's estate upon the death of the tran

(iii) the exercise of the Option by the transferee requires full payment of all Tax-Related Items by the Participant

(iv) the exercise of the Option by the transferee is subject to the Participant's continuous Employment from the
Agreement, the satisfaction of the performance vesting requirement set forth in Section 1(c), the terms of the Plan, the terms of the Pa
terms of this Agreement and the Appendices hereto.

(c) No Assumption or Substitution Required. In the event that the Company or any of its Affiliates is a participant in
shall be obligated to cause any other participant in such transaction to assume a Participant's Option or to substitute a new stock optio

(d) Detrimental Conduct. A Participant's Option is subject to the provisions of Appendix D and the Consent to Detrime
recoupment of the Option and the proceeds from the exercise of the Option. The Company will determine, in its sole discretion, the ter
7(d). The Company may issue instructions, on the Participant's behalf, to any brokerage firm and/or third party administrator engaged
transfer or otherwise return such Shares and/or other amounts to the Company upon the Company's enforcement of this Section 7(d).

(e) Clawback. Notwithstanding anything in the Plan, this Agreement or any Award Communication to the contrary,
reduction, cancellation, repayment, forfeiture or recoupment in accordance with the Clawback Requirements. The Company will deter
or recouped, as applicable, as well as the terms on which and the process by which the Participant must repay any amount pursuant t
firm and/or third party administrator engaged by the Company to hold any Shares and other amounts acquired pursuant to the Option
Company's enforcement of this Section 7(e).

(f) FDIA Limitations. As provided by Paragraph 4(f)(i) of the Plan, notwithstanding any other provision of the Plan, this
are subject to and conditioned upon their compliance with 12 USC Section 1828(k) and any regulations promulgated thereunder.

Section 8. Miscellaneous.

(a) Incorporation of Plan and Award Communication. The Option is subject to the Plan, the Award Communication an
incorporated into this Agreement by reference and made a part hereof.

(b) Administration, Interpretation, Etc. Any action taken or decision made by the Company, the Board or the Commi
provision of the Plan, this Agreement or a Participant's Award Communication shall lie within its sole and absolute discretion, as the ca
or through the Participant. By receipt of the Participant's Option or other benefit under the Plan, the Participant and each person clai
ratification of, and consent to, any action taken under the Plan, this Agreement or the Participant's Award Communication, by the Comp

---

(c) Correction. The Committee may rescind, without further notice to a Participant, any Option or portion thereof issue

(d) Amendment.

(i) The terms of a Participant's Option (including terms under this Agreement or the Participant's Award Comr
that the Committee deems necessary or appropriate; provided, however, that (A) no such amendment shall adversely affect in a mate
and (B) the Committee may not amend or delete Section 5 or Section A1(f) in a manner that is detrimental to the Participant without the

(ii) The Chief Colleague Experience Officer (or his or her delegate) may amend, revise or make any changes t
the Committee pursuant to Section 8(d)(i).

(e) Dilution and Other Adjustments.

(i) As provided by Paragraph 15(a) of the Plan, in the event of any change in the outstanding shares of the C
split, stock dividend, split-up, split-off, spin-off, recapitalization, merger, consolidation, rights offering, reorganization, combination, co
distribution to shareholders other than a normal cash dividend, partial or complete liquidation of the Company or other extraordinary
Exercise Price of the Option or other terms of the Award Communications of outstanding Options as may be determined to be appropri

(ii) As provided by Paragraph 15(b) of the Plan, in the event of any merger, consolidation or similar transaction
of securities of the surviving entity (or the parent of the surviving entity) in such transaction, the Committee shall, to the extent deemed
consolidation or similar transaction so that it pertains and applies to the securities which a holder of the number of shares subject to su

(iii) As provided by Paragraph 15(c) of the Plan, in the event of (A) a dissolution or liquidation of the Company
consolidation or similar transaction involving the Company in which the holders of shares of the Company receive securities and/or ot
of such surviving entity), the Committee shall, to the extent deemed appropriate by the Committee, have the power to provide for the
some or all of the property which a holder of the number of shares of the Company subject to such Option would have received in suc

entity) and, incident thereto, make an equitable adjustment as determined by the Committee in the number of shares subject to the O
the exchange of the Option;

provided, however, that in the event that the acquirer does not agree to the assumption or substitution of the Option in the foregoing cancel, effective immediately prior to the occurrence of such event, the Option (whether or not then vested), and, in full consideration equal to the value, as determined by the Committee of such Option, provided that such value shall be equal to the excess of (A) the va as a result of such event over (B) the exercise price of such Option and that no change to the original timing of payment will be made to

(f) Beneficiary Designation. As provided by Paragraph 17 of the Plan, a Participant may, in a manner determined by t such Participant may be entitled under the Participant's Option in the event of such Participant's death. If a Participant does not desig payable under the Participant's Option, such payment will be made to the legal representatives of the Participant's estate, which will b question as to the legal right of a Participant's beneficiary to receive a distribution under the Participant's Option, the Committee in Participant's estate, in which event the Company, the Board and the Committee will have no further liability to anyone with respect to su

(g) Governing Law and Venue. As provided by Paragraph 18(n) of the Plan, the validity, construction, interpretation, a to the Option issued under this Agreement, shall be governed by the substantive laws, but not the choice of law rules, of the State o parties hereby submit to and consent to the exclusive jurisdiction of the State of New York, and agree that such litigation shall be co District of New York, where this grant is made and/or to be performed.

(h) Section 409A. Options are intended to be exempt from Section 409A, and the Plan, this Agreement and the Award Notwithstanding the foregoing, the Company makes no representations that the Options or the vesting and payments provided by this Affiliate be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by a Participant on accou

(i) Other Options. Notwithstanding any other provision of this Agreement, the Company, in its sole discretion, may a which stock options shall be subject to the terms of such other agreement or writing specified by the Company as applicable thereto.

(j) Appendix E and Appendix F. Notwithstanding any provisions in this Agreement, for all Participants outside the Un Appendix E, as well as any country-specific terms and conditions for the Participant's country set forth in Appendix F. Moreover, if th Participant relocates to one of the countries included in Appendix F, the additional

terms and conditions for such country will apply to him or her, to the extent the Company determines that the application of such terms F constitute part of this Agreement.

* * * * *

AMERICAN EXPRESS COMPAN

2016 INCENTIVE COMPENSATION

[ ] GLOBAL NONQUALIFIED STOCK OPTION AW

APPENDIX A

DEFINITIONS

Section A1. **Definitions**. As used in the Agreement, the Appendices and the Award Communication, the following terms will Appendices or the Award Communication will have the respective meanings given such capitalized terms in the Agreement, the Appen

(a) "409A Policy" means the Company's Section 409A Compliance Policy, as amended and restated from time to time

(b) "Affiliate" has the meaning given such term by Paragraph 3(b) of the Plan, which states that unless the Committe interest of 50% or more, as determined by the Committee in its discretion.

(c) "Agreement" means the [ ] Global Nonqualified Stock Option Award Agreement, including the Appendices.

(d) "Award Communication" for a Participant and the Participant's Option means, collectively, the Participant's ye applicable), and any other written or electronic communication by or on behalf of the Company to the Participant regarding the particul the Option generally.

(e) "Board" means the Board of Directors of the Company.

(f) "Change in Control" means the happening of any of the following:

(i) Any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act (Exchange Act) of 25% or more of either (i) the then outstanding common shares of the Company (the "Outstanding Company Commo entitled to vote generally in the election of directors (the "Outstanding Company Voting Securities"); provided, however, that such ben acquisitions of securities: (A) any acquisition directly from the Company; (B) any acquisition by the Company or any corporation, pa employee benefit plan (or related trust) sponsored or maintained by the Company or any Subsidiary; (D) any acquisition by an ur acquisition by an

---

individual, entity or group that is permitted to, and actually does, report its beneficial ownership on Schedule 13-G (or any successor does report its beneficial ownership on Schedule 13D (or any successor schedule), then, for purposes of this subsection, such indivi entity or group becomes required to or does so report, beneficial ownership of all of the Outstanding Company Common Stock and C any corporation pursuant to a reorganization, merger or consolidation if, following such reorganization, merger or consolidation, the foregoing, a Change in Control shall not be deemed to occur solely because any Person (the "Subject Person") became the beneficial Securities as a result of the acquisition of Outstanding Company Common Shares or Outstanding Company Voting Securities by the Company Voting Securities, increases the proportional number of shares beneficially owned by the Subject Person; provided, that if result of the acquisition of Outstanding Company Common Shares or Outstanding Company Voting Securities by the Company, and additional Outstanding Company Common Shares or Outstanding Company Voting Securities which increases the percentage of the by the Subject Person, then a Change in Control shall then be deemed to have occurred; or

(ii) Individuals who, as of the date hereof, constitute the Board (the "Incumbent Board") cease for any reason t
subsequent to the date hereof whose election, or nomination for election by the Company's shareholders, was approved by a vote of
such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption o
solicitation of proxies or consents by or on behalf of a Person other than the Board, including by reason of agreement intended to avoic

(iii) The consummation of a reorganization, merger, statutory share exchange, consolidation, or similar corpo
Combination"), in each case, unless, following such Business Combination, (A) the Outstanding Company Common Shares and the
represent (either by remaining outstanding or being converted into voting securities of the resulting or surviving entity or any parent the
of the then-outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation re
such transaction, owns the Company or all or substantially all of the Company's assets either directly or through one or more subs
Company, a Subsidiary or such corporation resulting from such Business Combination or any parent or subsidiary thereof, and any Pe
more of the Outstanding Company Common Shares or Outstanding Company Voting Securities, as the case may be) beneficially owi
the

---

corporation resulting from such Business Combination (or any parent thereof) or the combined voting power of the then outstanding vo
a majority of the members of the board of directors of the corporation resulting from such Business Combination (or any parent therec
of the Board providing for such Business Combination; or

(iv) The consummation of the sale, lease, exchange or other disposition of all or substantially all of the assets c
with respect to which following such sale, lease, exchange or other disposition (A) more than 50% of, respectively, the then outstandir
voting securities of such corporation (or any parent thereof) entitled to vote generally in the election of directors is then beneficially owi
owners, respectively, of the Outstanding Company Common Shares and Outstanding Company Voting Securities immediately prior to s
immediately prior to such sale, lease, exchange or other disposition of such Outstanding Company Common Shares and Outstanc
employee benefit plan (or related trust)) of the Company or a Subsidiary or of such corporation or a subsidiary thereof and any Perso
indirectly, 25% or more of the Outstanding Company Common Shares or Outstanding Company Voting Securities, as the case may b
common stock of such corporation (or any parent thereof) and the combined voting power of the then outstanding voting securities of s
least a majority of the members of the board of directors of such corporation (or any parent thereof) were members of the Incumbent E
lease, exchange or other disposition of assets of the Company; or

(v) Approval by the shareholders of the Company of a complete liquidation or dissolution of the Company.

(g) "Clawback Requirements" means one or more of the following: (i) any clawback requirements imposed under apj
Exchange Act and Section 303A.14 of the NYSE Listed Company Manual); (ii) the American Express Company Incentive Compensatio
Policy for the Recovery of Erroneously Awarded Compensation (as amended or restated from time to time, the "Recovery Policy"); and

(h) "Code" means the U.S. Internal Revenue Code of 1986, as amended and restated from time to time, and includes

(i) "Committee" means the Compensation and Benefits Committee of the Board. To the extent that the Committe
Committee with respect to a matter for which the Committee has delegated its authority shall include the officers and employees to who

---

(j) "Company" means American Express Company.

(k) "Consent to Detrimental Conduct Provisions" with respect to a Participant means the "Consent to the Applicatior document, and any successor thereto, executed by the Participant.

(l) "Constructive Termination" has the meaning given such term by the Senior Executive Severance Plan, which gene Employment by the Participant as a result of Good Reason within two years after a Change in Control, and that "Good Reason" gener material reduction in the Participant's base salary (except for similar across the board changes affecting all similarly situated emplo opportunity, in each case from that in effect immediately prior to the Change in Control, (ii) the requirement that the Participant be ba Change in Control and which location is more than 35 miles from the Participant's residence, (iii) the assignment to the Participant of a (iv) a significant reduction in the Participant's position, duties, or responsibilities from those in effect prior to the Change in Control; p must notify the Company within 30 days after the occurrence of the event giving rise to a Good Reason and the Company shall have Reason shall exist on account of the remedied event.

(m) [ ]

(n) "Date of Grant" for an Option means the date specified by the applicable Award Communication.

(o) "Defined Termination" has the meaning given such term by the Senior Executive Severance Plan, which states th that occurs as a result of either an Involuntary Termination or a Constructive Termination.

(p) "Disability" has the meaning given such term by Paragraph 12 of the Plan, which generally states that a Participar determines that the physical or mental condition of the Participant was such at that time as would entitle the Participant to payment Participant, or, if the Participant is not eligible for benefits under any long-term disability benefit plan, the Committee determines tha disability benefit plan of the Company if the Participant were eligible thereunder.

(q) "Early Retirement" with respect to a Participant means the termination of the Participant's Employment at a tim retirement arrangements) with the Company or applicable Affiliates and the Participant is age 55 or older, but younger than age 62.

(r) "Employment" means employment with the Company or an Affiliate, or engagement in Related Employment.

(s) "EU/UK Retirement" with respect to a Participant means the termination of the Participant's Employment at a tir retirement arrangements) with the Company or applicable Affiliates.

(t) "Exchange" has the meaning given such term by Paragraph 2(a) of the Plan, which states that "Exchange" mea traded.

(u) "Exchange Act" means the U.S. Securities Exchange Act of 1934, as amended and restated from time to time.

(v) "Exercise Price" for an Option means, unless an Award Communication provides otherwise, as provided by Parag as reported by the Exchange on such date.

(w) "Expiration Date" means the 10-year anniversary of the Date of Grant or such other expiration date specified by ar

(x) "Fair Market Value" of a Company share on a given date shall be the closing price of a Company share reported price on the day immediately prior to the given date, on the last previous day prior to the given date on which such closing price was r Plan and applicable law.

(y) "Full Retirement" with respect to a Participant means the termination of the Participant's Employment at a time retirement arrangements) with the Company or applicable Affiliates and the Participant is age 62 or older.

(z) "Immediate Family Member" of a Participant means the Participant's children, grandchildren, stepchildren, daug
adoptive relationships comparable to the foregoing; certain household members (excluding employees or tenants); and trusts or partne
beneficial interest in such trust or partnership). The foregoing definition of Immediate Family Member is intended to follow the definition
to earnings, and the Company is authorized to interpret and administer the definition in accordance with accounting and other interpret

(aa) "Involuntary Termination" has the meaning given such term by the Senior Executive Severance Plan, which gene
Participant's Employment for reasons other than Good Cause within two years after a Change in Control, and that "Good Cause" ger
adequately perform substantially all of the duties of the Participant's Employment; (ii) the Participant's willful engagement in conduct w
companies and other trades or businesses, monetarily or otherwise; or (iii) the Participant's conviction of a felony.

(ab) "LTIA Overview" for a Participant's Option means the overview, program, summary, guide or similar document pr
new LTIA Overviews are provided each year describing the Options granted to employees in specified Band levels as part of the Comp

(ac) "Notice Agreement" with respect to a Participant means the "Notice Agreement" or similar document, and any suc

(ad) "Number of Shares" for an Option means the number of shares subject to such Option, as specified in the applicat

(ae) "Option" means a Nonqualified Stock Option granted by the Company to a Participant pursuant to the Plan, the Ag

(af) "Participant" means an employee to whom an Option has been granted pursuant to the Plan and the Agreeme
Section 3(a)(i) of the Agreement.

(ag) "Plan" means the Company's 2016 Incentive Compensation Plan, as amended and restated from time to time, or a

(ah) "Related Employment" has the meaning given such term by Paragraph 14 of the Plan, which generally states t
individual for an employer that is neither the Company nor an Affiliate, provided that (a) such employment or performance of services
undertaking such employment or performance of services, the individual was engaged in Employment; and (c) such employment or p
its discretion, as Related Employment.

(ai) "Retirement" means Early Retirement, Full Retirement or Select European Country Retirement.

(aj) "Section 409A" means Section 409A of the Code.

(ak) "Securities Act" means the U.S. Securities Act of 1933, as amended and restated from time to time.

(al) "Select European Country Retirement" with respect to a Participant means the termination of the Participant's Er
under applicable retirement arrangements) with the Company or applicable Affiliates.

(am) "Senior Executive Severance Plan" means the Company's Senior Executive Severance Plan, as amended and res

(an) "Separation from Service" has the meaning given such term by Section 409A (and as determined in accordance v
employer if the employee dies, retires, or otherwise has a termination of his or her employment with such employer. Whether a Separ
that the employer and employee reasonably anticipated that no further

---

services would be performed after a certain date or that the level of bona fide services the employee would perform after such date w
over the immediately preceding 36-month period.

(ao) "shares" refers to the shares of the Company's common stock, par value of $.20 per share, or the shares of any ot

(ap) "Tax-Related Items" means any income tax, social insurance, payroll tax, fringe benefits tax, payment on accou
Participant.

(aq) "Vesting Date" of an Option means the vesting date specified in the Award Communication for such Option.

* * * * *

AMERICAN EXPRESS COMPAN

2016 INCENTIVE COMPENSATION

[ ] GLOBAL NONQUALIFIED STOCK OPTION AW

APPENDIX B

SECTION 280G TERMS & PROCED

Section B1. **"Best Net" Limitation**. In the event that any payment or benefit received or to be received by a Participant unde
(collectively, the "Payments"), will be subject to the excise tax referred to in Section 4999 of the Code (the "Excise Tax"), then the Pa
Excise Tax but only if (A) the net amount of all payments and benefits received or to be received by a Participant in connection with th
the terms of the Agreement or any other plan, arrangement or agreement with the Company, any Person whose actions result in such
so reduced (and after subtracting the net amount of federal, state and local income and employment taxes on such reduced Total
reduction (but after subtracting the net amount of federal, state and local income and employment taxes on such Total Payments and
Payments); provided, however, that the Participant may elect in writing to have other components of his or her Total Payments reduced

Section B2. **Calculations**. For purposes of determining whether the Payments will be subject to the Excise Tax, the amour
shall be treated as "parachute payments" (within the meaning of Section 280G(b)(2) of the Code) unless, in the opinion of the account
if that firm refuses to serve, by another qualified firm, whether or not serving as independent auditors, designated by the Committe
including by reason of Section 280G(b)(2)(A) or Section 280G(b)(4)(A) of the Code; (ii) no portion of the Total Payments the receip
constitute a "payment" within the meaning of Section 280G(b) of the Code shall be taken into account; (iii) all "excess parachute payı
Tax unless, in the opinion of the Firm, such excess parachute payments (in whole or in part) represent reasonable compensation for
Base Amount (within the meaning of Section 280G(b)(3) of the Code) allocable to such reasonable compensation, or are otherwise
benefit shall be determined by the Firm in accordance with the principles of Section 280G(d)(3) and Section 280G(d)(4) of the Code
Participant shall be deemed to pay federal income tax at the highest marginal rate of federal income taxation (and state and local incor

---

the state and locality of such Participant's residence, net of the maximum reduction in federal income taxes which could be obtained fr
Firm will be paid reasonable compensation by the Company for its services.

Section B3. **Notice of Adjustment**. As soon as practicable following a Change in Control, but in no event later than 30 da
Payments be reduced, a written statement setting forth the manner in which the Total Payments in respect of such Participant were c
the Company has received from the Firm or other advisors or consultants (and any such opinions or advice which are in writing shall be

* * * * *

AMERICAN EXPRESS COMPAN
2016 INCENTIVE COMPENSATION

[ ] GLOBAL NONQUALIFIED STOCK OPTION AW

APPENDIX C

COUNTRY-SPECIFIC AWARD PROVI

Section C1. Countries Where Select European Retirement Applies.

[ ]

* * * * *

AMERICAN EXPRESS COMPAN
2016 INCENTIVE COMPENSATION

[ ] GLOBAL NONQUALIFIED STOCK OPTION AW

APPENDIX D

DETRIMENTAL CONDUCT PROVIS

(For Options Granted before January 2

Section D1. Detrimental Conduct. If a current or former employee of, or other individual that provides or has provided ser
defined in Section D7(b) below) previously issued to such Employee may be canceled, rescinded or otherwise restricted and the Con
the terms of Section D2. For purposes of this Appendix D, "Detrimental Conduct" means the prohibited conduct described in Section D

(a) Noncompete. For a one-year period after the last day of active employment if the Employee is a Band 70 or above e
or 60 employee, and during the Employee's employment with the Company or its Affiliates, the Employee shall not be employed by, p
certain lines of business, departments or job functions by establishing a specific standard and/or by name as set forth in the Company's

(i) all Competitors derived from the column titled "Standard Competitors" on the Competitor List for the line(s
Business, Department or Job Function" column (e.g., Global Merchant Services and Loyalty, Global Commercial Payments, Consu
managed during the two-year period preceding the date the Employee's active employment with the Company or its Affiliates terminate

(ii) the Entities (as defined in Section D7(c) below) listed on the Competitor List under the column titled "Busines
Competitor List under the "Line of Business, Department or Job Function" column), the Employee provided services to, supported or m
or its Affiliates terminates. If any line(s) of business, department(s) or job function(s) the Employee provided services to, supporte
Company or its Affiliates terminates is not listed on the Competitor List then, with respect to such line(s) of business, department(s) or
an Entity's line(s) of business or department(s) that competes with those line(s) of business department(s) or job function(s) and (2) th
line(s) of business, department(s) or job function(s) the Employee provided services to, supported or

---

managed during the two-year period preceding the date the Employee's active employment with the Company or its Affiliates termina
advice to or acting as a consultant for a Competitor is limited to the line(s) of business or department(s) of the Competitor that compete
Employee provided services to, supported or managed. With respect to Business Unit Wide Competitors, the Employee agrees not
department or job function. The Company can revise the Competitor List, including the format of the Competitor List, at its discretion at
copy of the current Competitor List will be available through Human Resources and/or the Company's intranet. Notwithstanding anyth
for a period of two years following the date of a Change in Control.

(b) Nondenigration. For a one-year period after the Employee's last day of active employment (the "Restricted Period")
at his or her direction may not denigrate the Company or its Affiliates or the Company's or its Affiliates' employees to the media or fina
confidential or proprietary by the Company to the media or financial analysts or (ii) discuss the Company or its Affiliates with the media
This Section D1(b) shall not be applicable to any truthful statement required by any legal proceeding.

(c) Nonsolicitation of Employees. During the Restricted Period, the Employee may not employ or solicit for employment
may not advise or recommend to any other person that he or she employ or solicit for employment, any person employed by the Com
intends to be (i) employed, (ii) a member of the board of directors, or (iii) providing consulting services.

(d) Nonsolicitation of Customers. During the Restricted Period, the Employee may not directly or indirectly solicit or ent
or partner of the Company or its Affiliates for the purpose of engaging in any business transactions of the nature performed or con
Employee personally serviced while employed by the Company or its Affiliates or Entities the Employee acquired material information a

(e) Misconduct. During his or her employment with the Company or its Affiliates, the Employee may not engage in a
Appendix D, "Misconduct" is (i) material violation of the American Express Company Code of Conduct, (ii) criminal activity, (iii) gross ins

(f) Confidential Information. During his or her employment with the Company or its Affiliates and after his or her emp
disclose confidential information or trade secrets of the Company, its Affiliates and their businesses, including, but not limited to, infor
potential new products or markets and other data not available to the public.

Neither this Section D1(f) nor anything else in this Appendix D (i) prohibits an Employee from making reports of possible violations o rules of Section 21F of the Exchange Act, Section 806 of the Sarbanes-Oxley Act of 2002, or of any other whistleblower protection pro of any such report; provided that, an Employee is not authorized to disclose communications with counsel that were made for the pu product or similar privilege. Furthermore, an Employee shall not be held criminally or civilly liable under any federal or state trade se government official, either directly or indirectly, or to an attorney, in each case, solely for the purpose of reporting or investigating a su filings are made under seal.

(g) Other Detrimental Conduct. During the Restricted Period, the Employee may not take any actions that the Compa Company will request an Employee to cease and desist or rectify the conduct prior to seeking any legal remedies under this App Section D1(g) shall not be applied to conduct that is otherwise permitted by Section D1(a) through Section D1(f). For example, if a Section D1(a), the Company will not claim that employment with that Entity violates Section D1(g). Notwithstanding anything in thi applicable to an Employee from and after his or her last day of active employment, if his or her active employment terminates for any re

Section D2. Remedies.

(a) Repayment of Financial Gain.

(i) If an Employee fails to comply with the requirements of Section D1(a) through Section D1(g), the Company defined in Section D7(a) below) of any gain realized on Stock Options that the Employee exercised, as of the date exercised, (2) the A Awards granted under the Plan and (3) the Number (as that term is defined in Section D7(e) below) of shares of stock whose restri pursuant to an award of Restricted Stock or Restricted Stock Units or other Award, during the 24-month period preceding the Employe

(ii) If an Employee fails to comply with the requirements of Section D1(a) through Section D1(g), the Employee m this Section D2, and the Company shall be entitled, to the extent and in the manner permitted by the 409A Policy, to set-off the amoun Company or its Affiliates.

(b) Other Remedies. The remedy provided pursuant to Section D2(a) shall be without prejudice to the Company's right

Appendix D and shall be in addition to whatever other remedies the Company may have, at law or equity, for violation of the terms of th

Section D3. Compensation Band Changes. If the Company changes its current system of classifying employees in compe mean the compensation level(s) and management tiers in the new or revised system that, in the Company's discretion, most closely ap

Section D4. Involuntary Terminations. This Appendix D will not apply to employees of the Company or its Affiliates who e determined by the Company (excluding terminations covered by Section D1(e)).

Section D5. Court Modification. If any term of this Appendix D is determined by a court of competent jurisdiction not to be e extent possible under applicable law and such court shall reform such term to make it enforceable. If a court does not recognize the C of Competitors with respect to an Award will be those Competitors listed as of the date of grant of such Award.

Section D6. Waivers. The failure of the Company to enforce at any time any term of this Appendix D shall not be constru Appendix D will only be effective if reduced to writing and signed by both the Employee and the Chief Executive Officer of the Compan

Section D7. Definitions. As used in this Appendix D, the following terms will have the respective meanings set forth below.

(a) "Amount" means the gross amount, before deduction of applicable taxes or other amounts, and includes the gross dividend equivalents paid to the Employee on awards of Restricted Stock or Restricted Stock Units.

(b) "Award" means a Portfolio Grant Award, Restricted Stock, Restricted Stock Unit, Stock Option, Executive AIA or oth

(c) "Entity" or "Entities" mean any corporation, partnership, association, joint venture, trust, government, governmental a

(d) "Executive AIA" means an annual cash bonus award to an Employee in Band 99 under the Plan.

(e) "Number" means the total number of shares of stock, before reduction for the payment of applicable taxes or oth Restricted Stock or Restricted Stock Units.

(f) "Portfolio Grant Award" means a portfolio grant award issued under the Plan.

(g) "Restricted Stock," "Restricted Stock Unit" and "Stock Option" have the respective meanings given such terms in the

* * * * *

AMERICAN EXPRESS COMPAN

2016 INCENTIVE COMPENSATION

[ ] GLOBAL NONQUALIFIED STOCK OPTION AW

APPENDIX D

DETRIMENTAL CONDUCT PROVIS

(For Options Granted on or after January

Section D1. Detrimental Conduct. If a current or former employee of, or other individual that provides or has provided ser defined in Section D7(b) below) previously issued to such Employee may be canceled, rescinded or otherwise restricted and the Con the terms of Section D2. For purposes of this Appendix D, "Detrimental Conduct" means the prohibited conduct described in Section D

(a) Noncompete. For a one-year period after the last day of active employment if the Employee is a Band 70 or above e or 60 employee, and during the Employee's employment with the Company or its Affiliates, the Employee shall not be employed by, p establishing a specific standard and/or by listing the names of Entities (as defined in Section D7(c) below) on the Company's Competi business, departments and job functions and/or in all locations, or whether the listed Entities apply more narrowly, such as to emplo Competitors are defined as either Business Unit Wide Competitors or Standard Competitors:

- Business Unit Wide Competitor – if an Entity is designated as a Business Unit Wide Competitor on the Competitor Lis to or acting as a consultant for any line of business of that Entity in any capacity.
- Standard Competitor – the prohibition against being employed by, providing advice to or acting as a consultant fo Competitor that compete(s) with the line(s) of business, department(s) or job function(s) of the Company that the fo date the Employee's active employment with the Company or its Affiliates terminates.

If the Competitor List does not delineate an Entity as a Standard Competitor, the Entity will be considered a Business Business Unit Wide Competitors, an Employee's personal list of Competitors will be the sum of:

(i) all Competitors delineated as “Standard Competitors” on the Competitor List for the particular line(s) of busine
two-year period preceding the date the Employee’s active employment with the Company or its Affiliates terminates; and

(ii) the Entities delineated on the Competitor List as “Business Unit Wide Competitors” applicable to the line(s) o
two-year period preceding the date his or her active employment with the Company or its Affiliates terminates.

The Company can revise the Competitor List, including the format of the Competitor List, at its discretion at any time and from time
Competitor List will be available through Human Resources and/or the Company’s intranet. Notwithstanding anything in this Appendix
years following the date of a Change in Control.

(b) Nondenigration. For a one-year period after the Employee’s last day of active employment (the “Restricted Period”)
at his or her direction may not denigrate the Company or its Affiliates or the Company’s or its Affiliates’ employees to the media or fina
confidential or proprietary by the Company to the media or financial analysts or (ii) discuss the Company or its Affiliates with the media
This Section D1(b) shall not be applicable to any truthful statement required by any legal proceeding.

(c) Nonsolicitation of Employees. During the Restricted Period, the Employee may not employ or solicit for employment
may not advise or recommend to any other person that he or she employ or solicit for employment, any person employed by the Com
intends to be (i) employed, (ii) a member of the board of directors, or (iii) providing consulting services.

(d) Nonsolicitation of Customers. During the Restricted Period, the Employee may not directly or indirectly solicit or ent
or partner of the Company or its Affiliates for the purpose of engaging in any business transactions of the nature performed or con
Employee personally serviced while employed by the Company or its Affiliates or Entities the Employee acquired material information a

(e) Misconduct. During his or her employment with the Company or its Affiliates, the Employee may not engage in a
Appendix D, “Misconduct” is (i) material violation of the American Express Company Code of Conduct, (ii) criminal activity, (iii) gross ins

(f) Confidential Information. During his or her employment with the Company or its Affiliates and after his or her emp
disclose confidential information or trade secrets of the Company, its Affiliates and their businesses, including, but not limited to,

information about customers or partners, marketing or business plans, possible acquisitions or divestitures, potential new products or
Appendix D (i) prohibits an Employee from making reports of possible violations of federal law or regulation to any governmental age
806 of the Sarbanes-Oxley Act of 2002, or of any other whistleblower protection provisions of state or federal law or regulation, or (ii) r
not authorized to disclose communications with counsel that were made for the purpose of receiving legal advice or that contain legal a
shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is mad
attorney, in each case, solely for the purpose of reporting or investigating a suspected violation of law or (2) in a complaint or other doc

(g) Other Detrimental Conduct. During the Restricted Period, the Employee may not take any actions that the Compa
Company will request an Employee to cease and desist or rectify the conduct prior to seeking any legal remedies under this App
Section D1(g) shall not be applied to conduct that is otherwise permitted by Section D1(a) through Section D1(f). For example, if a
Section D1(a), the Company will not claim that employment with that Entity violates Section D1(g). Notwithstanding anything in this
applicable to an Employee from and after his or her last day of active employment, if his or her active employment terminates for any re

The restrictions in Sections C1(b), C1(c), C1(d), C1(f) and C1(g) apply regardless of whether the Employee is employed by, prov

Section D2. Remedies.

(a) Repayment of Financial Gain.

(i) If an Employee fails to comply with the requirements of Section D1(a) through Section D1(g), the Company
defined in Section D7(a) below) of any gain realized on Stock Options that the Employee exercised, as of the date exercised, (2) the
the Plan and (3) the Number (as that term is defined in Section D7(e) below) of shares of stock whose restrictions lapsed (or the va
Restricted Stock or Restricted Stock Units or other Award, during the 24-month period preceding the Employee's last day of active emp

(ii) If an Employee fails to comply with the requirements of Section D1(a) through Section D1(g), the Employee m
this Section D2, and the Company shall be entitled, to the extent and in the manner permitted by the 409A Policy, to

---

set-off the amount of any such repayment obligation against any amount owed, from any source, to the Employee by the Company or i

(b) Other Remedies. The remedy provided pursuant to Section D2(a) shall be without prejudice to the Company's right
other remedies the Company may have, at law or equity, for violation of the terms of this Appendix D.

Section D3. Compensation Band Changes. If the Company changes its current system of classifying employees in com
construed to mean the compensation level(s) and management tiers in the new or revised system that, in the Company's discretion, m

Section D4. Involuntary Terminations. This Appendix D will not apply to employees of the Company or its Affiliates who e
determined by the Company (excluding terminations covered by Section D1(e)).

Section D5. Court Modification. If any term of this Appendix D is determined by a court of competent jurisdiction not to be e
extent possible under applicable law and such court shall reform such term to make it enforceable. If a court does not recognize the C
of Competitors with respect to an Award will be those Competitors listed as of the date of grant of such Award.

Section D6. Waivers. The failure of the Company to enforce at any time any term of this Appendix D shall not be constru
Appendix D will only be effective if reduced to writing and signed by both the Employee and the Chief Executive Officer of the Company

Section D7. Definitions. As used in this Appendix D, the following terms will have the respective meanings set forth below.

(a) "Amount" means the gross amount, before deduction of applicable taxes or other amounts, and includes the gross a
the Employee on awards of Restricted Stock or Restricted Stock Units.

(b) "Award" means a Restricted Stock, Restricted Stock Unit, Stock Option, Executive AIA or other award issued under

(c) "Entity" or "Entities" mean any corporation, partnership, association, joint venture, trust, government, governmental a

(d) "Executive AIA" means an annual cash bonus award to an Employee in Band 99 under the Plan.

(e) "Number" means the total number of shares of stock, before reduction for the payment of applicable taxes or oth
Restricted Stock or Restricted Stock Units.

(f) "Restricted Stock," "Restricted Stock Unit" and "Stock Option" have the respective meanings given such terms in the

* * * * *

AMERICAN EXPRESS COMPAN

2016 INCENTIVE COMPENSATION

[ ] GLOBAL NONQUALIFIED STOCK OPTION AW

APPENDIX E

TERMS AND CONDITIONS FOR NON-U.S. P

* * * * *

AMERICAN EXPRESS COMPAN

2016 INCENTIVE COMPENSATION

[ ] GLOBAL NONQUALIFIED STOCK OPTION AW

APPENDIX F

COUNTRY-SPECIFIC TERMS AND CON

Capitalized terms used herein have the meanings given such terms herein or by Appendix A.

Terms and Conditions

This Appendix F includes additional terms and conditions that govern the Option if the Participant resides and/or works in one which the Participant is currently residing and/or working (or the Participant is considered as such for local law purposes) or if the discretion, determine the extent to which the terms and conditions herein will be applicable to the Participant. For purposes of clarifica part of the Agreement.

[ ]

* * * * *

image_0.jpg

AMERICAN EXPRESS COMPAN

2016 INCENTIVE COMPENSATION

[ ] GLOBAL RESTRICTED STOCK UNIT/RESTRICTED ST

This [ ] Global Restricted Stock Unit/Restricted Stock Award Agreement sets forth the terms and conditions of the Restricted 2016 Incentive Compensation Plan to select employees in Band 99 during [ ]. Capitalized terms used herein have the meanings given

Additional specific terms of a Participant's Award under this Agreement are set forth in the Participant's Award Communicatio terms applicable to such Award. The terms of the performance vesting requirement applicable to a Participant's Award under this A Period.

For Awards granted in special situations (such as grants to newly hired or promoted Participants), the vesting and/or Perform Period applicable to the Participant's Award may vary from the terms set forth in this Agreement, as specified in the Participant's Participant's Award Communication provides for vesting of the Number of Shares in installments, references to the Vesting Date shall Number of Shares that vest on a given Vesting Date, as applicable, and each installment will be treated separately under this Agreeme

Section 1. Vesting.

(a) Vesting Date. Subject to Section 1(b), Section 1(c) and the other terms of this Agreement, a Participant's Award sh

(b) Continued Employment Requirement. Except as otherwise provided by Section 2, Section 3 or Section 4, the vest at all times during the period beginning with the Date of Grant and ending on the Vesting Date.

For purposes of the Award, the Participant's Employment will be considered terminated as of the date the Participant is no longer termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is emp

---

and unless otherwise expressly provided in this Agreement, the Participant's Award Communication or the Participant's Notice Agreer will terminate as of such date and will not be extended by any notice period (e.g., the Participant's period of Employment would not i employment laws in the jurisdiction where the Participant is employed or providing services or the terms of the Participant's employme the Participant is no longer actively providing services for purposes of his or her Award (including whether the Participant may still be c

(c) Performance Requirement. Except as otherwise provided by Section 2 or Section 4, or by the Participant's Aw promoted Participant), the vesting of a Participant's Award is subject to and conditioned upon: (i) the Company achieving at least the as set forth on Schedule A, (ii) the Committee determining the RSU Payout Percentage pursuant to Schedule A based on the level c "Earned Shares") based on the RSU Payout Percentage, and (iv) the Committee approving the vesting and payment of the Earned exceed the Award's Number of Shares in the event of above-target performance.) Notwithstanding any other provision of this Agree Section 2 or Section 4, the Participant's Award will be forfeited.

(d) Portion Which Does Not Vest. To the extent that a portion of a Participant's Award does not vest pursuant to Secti
the Company.

Section 2. Death or Disability. (For Awards Granted before February 1, 2023)

Notwithstanding anything in this Agreement to the contrary, if a Participant ceases Employment by reason of the Particip
date of the Participant's death or Disability, the RSU Payout Percentage for the Participant's Award shall be 100% and the Participant's

Section 2. Death or Disability. (For Awards Granted on or after February 1, 2023)

(a) Death. Notwithstanding anything in this Agreement to the contrary, (i) if a Participant ceases Employment by re
reason of the Participant's Retirement before the Vesting Date, the Award continued pursuant to Section 3 and the Participant d
Participant's death, the RSU Payout Percentage for the Participant's Award shall be 100% and the Participant's Award shall no long
doubt, if the Participant ceased Employment by reason of the Participant's Retirement before the Vesting Date and the Award did not c

(b) Disability. Notwithstanding anything in this Agreement to the contrary, if a Participant ceases Employment by reaso

---

Date, then the Participant's Award shall immediately vest on the date of the Participant's Disability, the RSU Payout Percentage for
vesting conditions set forth in Section 1(b) or Section 1(c).

Section 3. Retirement. (For Awards Granted before February 1, 2023)

(a) *Participants Outside European Union and United Kingdom*. If a Participant's home base country is outside the Euro
Participant's Early Retirement before the Vesting Date, and the date of Early Retirement is more than one year after the Date of Grant
determined under Section 1(c); and (B) if the Participant ceases Employment by reason of the Participant's Full Retirement before th
Earned Shares determined under Section 1(c); in each case, without regard to the vesting condition set forth in Section 1(b).

(b) *Participants Within European Union or United Kingdom*. If a Participant's home base country is in the European Unio
EU/UK Retirement before the Vesting Date, and the date of EU/UK Retirement is more than one year after the Date of Grant, the Partic
number of Earned Shares determined under Section 1(c), without regard to the vesting condition set forth in Section 1(b), but subject .

Section 3. Retirement. (For Awards Granted on or after February 1, 2023)

(a) Participants Outside Select European Countries. If a Participant's home base country is outside of the countries li
by reason of the Participant's Early Retirement before the Vesting Date, and the date of Early Retirement is more than one year after t
Earned Shares determined under Section 1(c); and (B) if the Participant ceases Employment by reason of the Participant's Full Retire
the number of Earned Shares determined under Section 1(c); in each case, without regard to the attainment of the performance requ
3(a)(i) 2(a) in the event of the death of the Participant after EU/UK Retirement and before the Vesting Date.

(iii) (b) Forfeiture and Cancellation Participants Within Select European Countries. If a Participant's home base countr
ceases Employment by reason of the Participant's Select European Country Retirement before the Vesting Date, and the date of Sele
shall continue and vest on the Vesting Date for the number of Earned Shares determined under Section 1(c), without regard to the ves
the death of the Participant after Select European Country Retirement and before the Vesting Date.

Section 4. Change in Control.Notwithstanding anything in this Agreement to the contrary, but subject to Appendix B, whicl
event of a Defined Termination of a Participant before the Vesting Date, the Participant's Award shall immediately vest on the date of th

Performance Requirement attained as of the date of the Defined Termination, and/or (ii) the portion of the Performance Period elaps
Option does not continue Award shall no longer be subject to the vesting conditions set forth in Section 1(b) or Section 1(c).

Section 5. Other Termination. Unless the Committee determines otherwise, then except as otherwise provided by Secti
Employment terminates for any reason before the Vesting Date, the Participant's Award shall be immediately forfeited and cancelled by

Section 6. Terms Applicable Only to Restricted Stock Units.

(a) Payment.

(i) *Generally*. Subject to Section 6(b), Section 8(a) and Section 8(b), and except as otherwise provided by Sec
end of the calendar year in which the Vesting Date occurs, the Company shall issue to a Participant the number of Earned Shares f
cancelled to satisfy withholding obligations for Tax-Related Items pursuant to Section 4(a)(i) 8(b).

(ii) *Death or Disability*. Subject to Section 4(a)(ii) 6(b), Section 8(a) and Section 8(b), as soon as practical (but
issue to the Participant the number of Earned Shares from the vesting of the Participant's Restricted Stock Units pursuant to Section 2
Items pursuant to Section 8(b). In the case of death, the issuance of shares is subject to the Company receiving required documentatio

(iii) *Retirement*. Subject to Section 6(b), Section 8(a) and Section 8(b), the Option Company shall issue to a
pursuant to Section 3, less the number of any shares withheld or cancelled to satisfy withholding obligations for Tax-Related Items pur
in the event of the death of the Participant after Retirement and before the Vesting Date).

(iv) *Change in Control*. Subject to Section 6(b), Section 8(a) and Section 8(b), the Company shall issue to a
pursuant to Section 4 and after the application of Appendix B, less the number of any shares withheld or cancelled to satisfy withholdin

(A) if the Change in Control qualifies as a Section 409A Change Event, then the shares shall be issued to
five days thereafter; or

(B) if the Change in Control does not qualify as a Section 409A Change Event, then the shares shall be is

(v) *Issuance*. The issuance of shares pursuant to this Section 6 may be made by crediting the shares to an ac
its sole discretion. As provided by

Paragraph 18(e) of the Plan, legal counsel for the Company must be satisfied at the time of the issuance of the shares that such issua
local and foreign laws, and the Company shall be under no obligation to effect the registration pursuant to the Securities Act of any sha

(b) Documentation. The Participant must provide the Company with any forms, documents or other information reason

(c) No Shareholder Rights. Until the shares from the payment of Restricted Stock Units to a Participant have been
respect to such shares, and in particular, shall not be entitled to vote such shares or to receive any dividend or other distribution paid o

(d) Dividend Equivalents. Prior to the vesting or forfeiture of the Participant's Restricted Stock Units, there shall be ac
the underlying shares. In the event of the vesting and payment of the Restricted Stock Units, the dividend equivalents accrued on the
therefrom, shall be paid at the time that the Earned Shares are issued to the Participant. In the event of the forfeiture or cancellatio
Number of Shares that are forfeited shall also be forfeited. For Restricted Stock Units granted to a Participant in a special situation (s
provide for different terms, treatment and/or payment of any dividend equivalents on the Participant's Restricted Stock Units.

Section 7. Terms Applicable Only to Restricted Stock.

(a) Grant of Restricted Stock instead of Restricted Stock Units. The Company may grant an Award of Restricted Stoc
has a tax advantage to the Participant or the Company). Participants located in one of the countries listed in Section C2 of Appendix
terms of Awards of Restricted Stock generally are the same as those of Restricted Stock Units, except that the provisions of this Secti
Stock and Restricted Stock Units in light of the differences from the time when the shares underlying the Award are issued.

(b) Issuance of Shares upon Grant. Subject to the terms of the Plan, Section 7(c) and the other terms of this Agreei
Participant the Number of Shares for such Award either by means of an uncertificated book entry position maintained by the Company
by such other permissible manner chosen by the Company, in its sole discretion. The number of shares issued to the Participant
withholding obligations for Tax-Related Items pursuant to Section 8(b), if any.

(c) Restrictions on Transfers. Except as otherwise determined by the Committee, the shares from a Participant's
disposed of before such shares have vested pursuant to this Agreement and the Participant's Award Communication, and shall be helc

escrow by the Company until such time. If a Participant attempts to violate this Section 7(c), such attempted violation shall be null and
by the Company.

(d) Documentation. The transfer of shares to a Participant upon the grant of an Award of Restricted Stock and the
documents or other information reasonably required by the Company.

(e) Shareholder Rights. As provided by Paragraph 7(f) of the Plan, a Participant to whom an Award of Restricted St
underlying the Participant's Award of Restricted Stock as of the date such shares are issued to the Participant pursuant to Section 7(b)

(f) Dividends. As a shareholder with respect to the shares underlying an Award of Restricted Stock, on and after the
such shares pursuant to this Agreement, a Participant to whom an Award of Restricted Stock has been made shall be entitled to recei
Related Items that the Company determines are required to be withheld therefrom. A Participant's Award Communication may provide
Stock.

(g) Vesting. Subject to the terms and conditions of this Agreement, including Section 8(b), and a Participant's Award
Shares shall no longer be subject to the restrictions on transfer of Section 7(c). In the event that the number of Earned Shares under
Award Communication, then subject to Section 6(b), Section 8(a) and Section 8(b), the Company shall issue to the Participant the exce

Section 8. Additional Terms Applicable to All Awards.

(a) Compliance with Laws. If the Company, in its sole discretion, determines that the listing upon any securities excl
shares to be issued pursuant to an Award is necessary or desirable, issuance of such shares shall not be made in shares until such lis

(b) Responsibility for Taxes. The Participant acknowledges that, regardless of any action taken by the Company or,
and remains the Participant's responsibility and may exceed the amount, if any, actually withheld by the Company or the Employer. Th
or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award or the underlying shar
acquired pursuant to the Award and the receipt of any dividends or dividend equivalents; and (ii) do not commit to and are under n
Participant's liability for Tax-Related Items or achieve any particular tax result. Further, if the Participant is subject to Tax-Related Items
former employer, as

applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to the relevant taxable or tax withholding event, as applicable, the Participant agrees to make adequate arrangeme
Company and/or the Employer, or their respective agents, at their discretion, may satisfy, or allow the Participant to satisfy, the withhold

(i) withholding from the Participant's wages or other cash compensation payable to the Participant by the Com

(ii) withholding or cancelling a number of shares subject to the Award with a Fair Market Value sufficient to cov

(iii) authorizing a third party to sell, on behalf of the Participant, the appropriate number of shares subject to the
the sale proceeds; or

(iv) any other method deemed by the Company to comply with applicable law.

The Company and/or the Employer have the right and option, but not the obligation, to treat the Participant's failure to provide ti
satisfy all or a portion of the tax withholding pursuant to Section 8(b)(ii) above.

The Company or the Employer may withhold or account for Tax-Related Items by considering applicable statutory withholding a
jurisdiction. If Tax-Related Items are withheld in excess of the Participant's actual tax liability, any over-withheld amount may be refund
or, if not refunded, the Participant may seek a refund from the local tax authorities. If the obligation for Tax-Related Items is satisfied b
to have been issued the full number of Earned Shares subject to the Award, notwithstanding that a number of the shares is held back s

Finally, the Participant agrees to pay to the Company or the Employer any amount of Tax-Related Items that the Company or the
Plan that cannot be satisfied by the means previously described.

(c) No Assignment. As provided by Paragraph 7(b) and Paragraph 18(d) of the Plan, except as otherwise determi
hypothecate, encumber in whole or in part, or otherwise dispose of the Participant's Award (or the shares underlying such Award
distribution in the event of the Participant's death), including, but not limited to, by execution, levy, garnishment, attachment, pledge, b
attempts to violate this Section 8(c), such attempted violation shall be null and void and without effect.

(d) No Assumption or Substitution Required. In the event that the Company or any of its Affiliates is a participant in
shall be obligated to cause any other participant in such transaction to assume a Participant's Award or to substitute a new award for t

(e) Detrimental Conduct. A Participant's Award is subject to the provisions of Appendix D and the Consent to Detrime
recoupment of the Award and the proceeds from the Award. The Company will determine, in its sole discretion, the terms on which
Company may issue instructions, on the Participant's behalf, to any brokerage firm and/or third party administrator engaged by the Co
otherwise return such Shares and/or other amounts to the Company upon the Company's enforcement of this Section 8(e).

(f) Clawback. Notwithstanding anything in the Plan, this Agreement or any Award Communication to the contrary,
reduction, cancellation, repayment, forfeiture or recoupment in accordance with the Clawback Requirements. The Company will deter
or recouped, as applicable, as well as the terms on which and the process by which the Participant must repay any amount pursuant
firm and/or third party administrator engaged by the Company to hold any Shares and other amounts acquired pursuant to the Award
Company's enforcement of this Section 8(f).

(g) FDIA Limitations. As provided by Paragraph 4(f)(i) of the Plan, notwithstanding any other provision of the Pl
Agreement are subject to and conditioned upon their compliance with 12 USC Section 1828(k) and any regulations promulgated there

Section 9. Miscellaneous.

(a) Incorporation of Plan and Award Communication. The Award is subject to the Plan, the Award Communication an
incorporated into this Agreement by reference and made a part hereof.

(b) Administration, Interpretation, Etc. Any action taken or decision made by the Company, the Board or the Commi
provision of the Plan, this Agreement or a Participant's Award Communication shall lie within its sole and absolute discretion, as the ca
or through the Participant. By receipt of the Participant's Award or other benefit under the Plan, the Participant and each person clai
ratification of, and consent to, any action taken under the Plan, this Agreement or the Participant's Award Communication, by the Com

(c) Correction. The Committee may rescind, without further notice to a Participant, any Award or portion thereof issue

---

(d) Amendment.

(i) The terms of a Participant's Award (including terms under this Agreement or the Participant's Award Com
that the Committee deems necessary or appropriate; provided, however, that (A) no such amendment shall adversely affect in a mate
and (B) the Committee may not amend or delete Section 4 or Section A1(g) in a manner that is detrimental to the Participant without th

(ii) The Chief Colleague Experience Officer (or his or her delegate) may amend, revise or make any changes t
the Committee pursuant to Section 9(d)(i).

(e) Dilution and Other Adjustments.

(i) As provided by Paragraph 15(a) of the Plan, in the event of any change in the outstanding shares of the
split, stock dividend, split-up, split-off, spin-off, recapitalization, merger, consolidation, rights offering, reorganization, combination, co
distribution to shareholders other than a normal cash dividend, partial or complete liquidation of the Company or other extraordinary c
other terms of the Award Communications of outstanding Awards as may be determined to be appropriate by the Committee, and such

(ii) As provided by Paragraph 15(b) of the Plan, in the event of any merger, consolidation or similar transaction
of securities of the surviving entity (or the parent of the surviving entity) in such transaction, the Committee shall, to the extent deemed
consolidation or similar transaction so that it pertains and applies to the securities which a holder of the number of shares subject to su

(iii) As provided by Paragraph 15(c) of the Plan, in the event of (A) a dissolution or liquidation of the Company
consolidation or similar transaction involving the Company in which the holders of shares of the Company receive securities and/or ot
of such surviving entity), the Committee shall, to the extent deemed appropriate by the Committee, have the power to provide for th
some or all of the property which a holder of the number of shares of the Company subject to such Award would have received in suc
entity) and, incident thereto, make an equitable adjustment as determined by the Committee in the number of shares subject to the Aw
exchange of the Award; provided, however, that in the event that the acquirer does not agree to the assumption or substitution o
Committee, have the power to cancel, effective immediately prior to the occurrence of such event, the Award (whether or not then vest

---

such cancellation, pay to the Participant an amount in cash, for each share subject to such Award, equal to the value, as determined by

(f) Beneficiary Designation. As provided by Paragraph 17 of the Plan, a Participant may, in a manner determined by t such Participant may be entitled under the Participant's Award in the event of such Participant's death. If a Participant does not desig payable under the Participant's Award, such payment will be made to the legal representatives of the Participant's estate, which will l question as to the legal right of a Participant's beneficiary to receive a distribution under the Participant's Award, the Committee in Participant's estate, in which event the Company, the Board and the Committee will have no further liability to anyone with respect to su

(g) Governing Law and Venue. As provided by Paragraph 18(n) of the Plan, the validity, construction, interpretation, a to the Award issued under this Agreement, shall be governed by the substantive laws, but not the choice of law rules, of the State o parties hereby submit to and consent to the exclusive jurisdiction of the State of New York, and agree that such litigation shall be co District of New York, where this grant is made and/or to be performed.

(h) Section 409A. Awards of Restricted Stock and the dividends paid thereon are intended to be exempt from Sec comply with the requirements of Section 409A, and the Plan, this Agreement and the Award Communication shall be administered Company makes no representations that the Awards or the vesting and payments provided by this Agreement are exempt from or com of any taxes, penalties, interest or other expenses that may be incurred by a Participant on account of non-compliance with Sectio "termination of Employment" and similar terms used in this Agreement mean, to the extent necessary to comply with Section 409A, th Separation from Service, the Participant is a "specified employee" for purposes of Section 409A, and the payment of the Award unde pursuant to Section 409A, then the Company will make such payment on the date that is the first day of the seventh month following th

(i) Other Awards. Notwithstanding any other provision of this Agreement, the Company, in its sole discretion, may a Awards shall be subject to the terms of such other agreement or writing specified by the Company as applicable thereto.

(j) Appendix E and Appendix F. Notwithstanding any provisions in this Agreement, for all Participants outside the U Appendix E, as well as any country-specific terms and conditions for the Participant's country set forth in Appendix F. Moreover, if

---

the Participant relocates outside of the United States, Appendix E will apply to him or her and/or if the Participant relocates to one of him or her, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal o

* * * * *

AMERICAN EXPRESS COMPAN

2016 INCENTIVE COMPENSATION

[ ] GLOBAL RESTRICTED STOCK UNIT/RESTRICTED ST

APPENDIX A

DEFINITIONS

Section A1. Definitions. As used in the Agreement, the Appendices, Schedule A and the Award Communication, the follo
Agreement, the Appendices, Schedule A or the Award Communication will have the respective meanings given such capitalized terms

(a) "409A Policy" means the Company's Section 409A Compliance Policy, as amended and restated from time to time

(b) "Affiliate" has the meaning given such term by Paragraph 3(b) of the Plan, which states that unless the Committe interest of 50% or more, as determined by the Committee in its discretion.

(c) "Agreement" means the [ ] Global Restricted Stock Unit/Restricted Stock Award Agreement, including the Appendi

(d) "Award" means the Restricted Stock Units or the Restricted Stock granted by the Company to a Participant pursua

(e) "Award Communication" for a Participant and the Participant's Award means, collectively, the Participant's ye applicable), and any other written or electronic communication by or on behalf of the Company to the Participant regarding the particul the Award generally.

(f) "Board" means the Board of Directors of the Company.

(g) "Change in Control" means the happening of any of the following:

(i) Any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange A Exchange Act) of 25% or more of either (i) the then outstanding common shares of the Company (the "Outstanding Company Comm entitled to vote generally in the election of directors (the "Outstanding Company Voting Securities"); provided, however, that such ben acquisitions of securities: (A) any acquisition directly from the Company; (B) any acquisition by the Company or any corporation, partne

---

(C) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any Subsidiary; (D) ar securities; (E) any acquisition by an individual, entity or group that is permitted to, and actually does, report its beneficial ownership subsequently becomes required to or does report its beneficial ownership on Schedule 13D (or any successor schedule), then, for pur first date on which such individual, entity or group becomes required to or does so report, beneficial ownership of all of the Outstand such date; or (F) any acquisition by any corporation pursuant to a reorganization, merger or consolidation if, following such reorganiz are satisfied. Notwithstanding the foregoing, a Change in Control shall not be deemed to occur solely because any Person (the "Subje or Outstanding Company Voting Securities as a result of the acquisition of Outstanding Company Common Shares or Outstanding Common Shares or Outstanding Company Voting Securities, increases the proportional number of shares beneficially owned by the operation of this sentence) as a result of the acquisition of Outstanding Company Common Shares or Outstanding Company Votin becomes the beneficial owner of any additional Outstanding Company Common Shares or Outstanding Company Voting Securities w Voting Securities beneficially owned by the Subject Person, then a Change in Control shall then be deemed to have occurred; or

(ii) Individuals who, as of the date hereof, constitute the Board (the "Incumbent Board") cease for any r director subsequent to the date hereof whose election, or nomination for election by the Company's shareholders, was approved by a though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial ass threatened solicitation of proxies or consents by or on behalf of a Person other than the Board, including by reason of agreement inten

(iii) The consummation of a reorganization, merger, statutory share exchange, consolidation, or simil "Business Combination"), in each case, unless, following such Business Combination, (A) the Outstanding Company Common Shar continue to represent (either by remaining outstanding or being converted into voting securities of the resulting or surviving entity or a voting power of the then-outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the as a result of such transaction, owns the Company or all or substantially all of the Company's assets either directly or through one or of the Company, a Subsidiary or such corporation resulting from such Business Combination or any parent or

subsidiary thereof, and any Person beneficially owning, immediately prior to such Business Combination, directly or indirectly, 25% or
case may be) beneficially owns, directly or indirectly, 25% or more of, respectively, the then outstanding shares of common stock of th
power of the then outstanding voting securities of such corporation entitled to vote generally in the election of directors, and (C) at lea
Combination (or any parent thereof) were members of the Incumbent Board at the time of the execution of the initial agreement or actio

(iv) The consummation of the sale, lease, exchange or other disposition of all or substantially all of the
corporation with respect to which following such sale, lease, exchange or other disposition (A) more than 50% of, respectively, the the
outstanding voting securities of such corporation (or any parent thereof) entitled to vote generally in the election of directors is then be
the beneficial owners, respectively, of the Outstanding Company Common Shares and Outstanding Company Voting Securities imme
their ownership immediately prior to such sale, lease, exchange or other disposition of such Outstanding Company Common Shares a
and any employee benefit plan (or related trust)) of the Company or a Subsidiary or of such corporation or a subsidiary thereof and
directly or indirectly, 25% or more of the Outstanding Company Common Shares or Outstanding Company Voting Securities, as the c
shares of common stock of such corporation (or any parent thereof) and the combined voting power of the then outstanding voting se
and (C) at least a majority of the members of the board of directors of such corporation (or any parent thereof) were members of the In
such sale, lease, exchange or other disposition of assets of the Company; or

(v) Approval by the shareholders of the Company of a complete liquidation or dissolution of the Company.

(h) "Clawback Requirements" means one or more of the following: (i) any clawback requirements imposed under ap
Exchange Act and Section 303A.14 of the NYSE Listed Company Manual); (ii) the American Express Company Incentive Compensatio
Policy for the Recovery of Erroneously Awarded Compensation (as amended or restated from time to time, the "Recovery Policy"); and

(i) "Code" means the U.S. Internal Revenue Code of 1986, as amended and restated from time to time, and includes

(j) "Committee" means the Compensation and Benefits Committee of the Board. To the extent that the Committee ha

employees of the Company, references to the Committee with respect to a matter for which the Committee has delegated its authority

(k) "Company" means American Express Company.

(l) "Consent to Detrimental Conduct Provisions" with respect to a Participant means the "Consent to the Applicatio
document, and any successor thereto, executed by the Participant.

(m) "Constructive Termination" has the meaning given such term by the Senior Executive Severance Plan, which gene
Employment by the Participant as a result of Good Reason within two years after a Change in Control, and that "Good Reason" gene
material reduction in the Participant's base salary (except for similar across the board changes affecting all similarly situated empl
opportunity, in each case from that in effect immediately prior to the Change in Control, (ii) the requirement that the Participant be ba
Change in Control and which location is more than 35 miles from the Participant's residence, (iii) the assignment to the Participant of
(iv) a significant reduction in the Participant's position, duties, or responsibilities from those in effect prior to the Change in Control;
must notify the Company within 30 days after the occurrence of the event giving rise to a Good Reason and the Company shall have
Reason shall exist on account of the remedied event.

(n) "Date of Grant" for an Award means the date specified by the applicable Award Communication.

(o) “Defined Termination” has the meaning given such term by the Senior Executive Severance Plan, which states th
that occurs as a result of either an Involuntary Termination or a Constructive Termination.

(p) “Disability” of a Participant for purposes of Restricted Stock has the meaning given such term by Paragraph 12
Employment by reason of “Disability” if the Committee determines that the physical or mental condition of the Participant was such at
disability benefit plan of the Company covering the Participant, or, if the Participant is not eligible for benefits under any long-term dis
entitle him or her to benefits under a long-term disability benefit plan of the Company if the Participant were eligible thereunder. “Disa
generally provides that “Disability” of a Participant means either (i) the Participant is unable to engage in any substantial gainful activity
in death or can be expected to last for a continuous period of not less than 12 months, or (ii) the Participant is, by reason of any medica

---

result in death or can be expected to last for a continuous period of not less than 12 months, receiving income replacement benefits fo
the Participant’s employer.

(q) “Early Retirement” with respect to a Participant means the termination of the Participant’s Employment at a tim
retirement arrangements) with the Company or applicable Affiliates and the Participant is age 55 or older, but younger than age 62.

(r) “Employment” means employment with the Company or an Affiliate, or engagement in Related Employment.

(s) “EU/UK Retirement” with respect to a Participant means the termination of the Participant’s Employment at a tir
retirement arrangements) with the Company or applicable Affiliates.

(t) “Exchange” has the meaning given such term by Paragraph 2(a) of the Plan, which states that “Exchange” mea
traded.

(u) “Exchange Act” means the U.S. Securities Exchange Act of 1934, as amended and restated from time to time.

(v) “Fair Market Value” of a Company share on a given date shall be the closing price of a Company share reported b
price on the day immediately prior to the given date, on the last previous day prior to the given date on which such closing price was re
Plan and applicable law.

(w) “Full Retirement” with respect to a Participant means the termination of the Participant’s Employment at a time
retirement arrangements) with the Company or applicable Affiliates and the Participant is age 62 or older.

(x) “Involuntary Termination” has the meaning given such term by the Senior Executive Severance Plan, which gene
Participant’s Employment for reasons other than Good Cause within two years after a Change in Control, and that “Good Cause” ger
adequately perform substantially all of the duties of the Participant’s Employment; (ii) the Participant’s willful engagement in conduct w
companies and other trades or businesses, monetarily or otherwise; or (iii) the Participant’s conviction of a felony.

(y) “LTIA Overview” for a Participant’s Award means the overview, program, summary, guide or similar document pr
new LTIA Overviews are provided each year describing the Awards granted to employees in specified Band levels as part of the Comp

---

(z) “Notice Agreement” with respect to a Participant means the “Notice Agreement” or similar document, and any suc

(aa) “Number of Shares” for an Award means the number of shares subject to such Award, as specified in the applicab

(ab) “Participant” means an employee to whom an Award has been granted pursuant to the Plan and the Agreement, to receive payment of the employee’s Award by bequest or inheritance or by reason of the employee’s death.

(ac) “Performance Period” for an Award means the performance period established by the Committee and set forth in S

(ad) “Performance Requirement” for an Award means the performance objectives established by the Committee and se

(ae) “Plan” means the Company’s 2016 Incentive Compensation Plan, as amended and restated from time to time, or a

(af) “Related Employment” has the meaning given such term by Paragraph 14 of the Plan, which generally states t individual for an employer that is neither the Company nor an Affiliate, provided that (a) such employment or performance of services undertaking such employment or performance of services, the individual was engaged in Employment; and (c) such employment or p its discretion, as Related Employment.

(ag) “Restricted Stock” means an Award that is an issuance of shares to a Participant that are subject to vesting condit

(ah) “Restricted Stock Unit” means an Award that is a promise to issue shares to a Participant in the future if the applic

(ai) “Retirement” means Early Retirement, Full Retirement or Select European Country Retirement.

(aj) “RSU Payout Percentage” means the “RSU Payout Percentage” determined pursuant to Schedule A.

(ak) “Section 409A” means Section 409A of the Code.

(al) “Section 409A Change Event” means a “change in ownership,” a “change in effective control” or a “change in Section 409A generally states that (i) a “change in ownership” of a company means that any one person, or more than one person person or group, constitutes more than 50% of the total fair market value or total voting power of the stock of the company; (ii) a “cha as a group, acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person or p

---

of the stock of the company, or (B) a majority of members of the company’s board of directors is replaced during any 12-month pe company’s board of directors before the date of the appointment or election; and (iii) a “change in ownership of a substantial portion acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person or persons) as gross fair market value of all of the assets of the company immediately before such acquisition or acquisitions).

(am) “Securities Act” means the U.S. Securities Act of 1933, as amended and restated from time to time.

(an) “Select European Country Retirement” with respect to a Participant means the termination of the Participant’s E under applicable retirement arrangements) with the Company or applicable Affiliates.

(ao) “Senior Executive Severance Plan” means the Company’s Senior Executive Severance Plan, as amended and res

(ap) “Separation from Service” has the meaning given such term by Section 409A (and as determined in accordance v employer if the employee dies, retires, or otherwise has a termination of his or her employment with such employer. Whether a Separ that the employer and employee reasonably anticipated that no further services would be performed after a certain date or that the leve more than 20% of the average level of bona fide services performed over the immediately preceding 36-month period.

(aq) “shares” refers to the shares of the Company’s common stock, par value of $.20 per share, or the shares of any ot

(ar) “Tax-Related Items” means any income tax, social insurance, payroll tax, fringe benefits tax, payment on accou
Participant.

(as) “Vesting Date” of an Award means the vesting date specified in the Award Communication for such Award. (F
Performance Period.)

* * * * *

AMERICAN EXPRESS COMPAN
2016 INCENTIVE COMPENSATION

[ ] GLOBAL RESTRICTED STOCK UNIT/RESTRICTED ST

APPENDIX B

SECTION 280G TERMS & PROCED

Section B1. “Best Net” Limitation. In the event that any payment or benefit received or to be received by a Participant unde
(collectively, the “Payments”), will be subject to the excise tax referred to in Section 4999 of the Code (the “Excise Tax”), then the Pa
Excise Tax but only if (A) the net amount of all payments and benefits received or to be received by a Participant in connection with th
the terms of the Agreement or any other plan, arrangement or agreement with the Company, any Person whose actions result in such
so reduced (and after subtracting the net amount of federal, state and local income and employment taxes on such reduced Total
reduction (but after subtracting the net amount of federal, state and local income and employment taxes on such Total Payments and
Payments); provided, however, that the Participant may elect in writing to have other components of his or her Total Payments reduced

Section B2. Calculations. For purposes of determining whether the Payments will be subject to the Excise Tax, the amour
shall be treated as “parachute payments” (within the meaning of Section 280G(b)(2) of the Code) unless, in the opinion of the account
if that firm refuses to serve, by another qualified firm, whether or not serving as independent auditors, designated by the Committe
including by reason of Section 280G(b)(2)(A) or Section 280G(b)(4)(A) of the Code; (ii) no portion of the Total Payments the receip
constitute a “payment” within the meaning of Section 280G(b) of the Code shall be taken into account; (iii) all “excess parachute pay
Tax unless, in the opinion of the Firm, such excess parachute payments (in whole or in part) represent reasonable compensation for
Base Amount (within the meaning of Section 280G(b)(3) of the Code) allocable to such reasonable compensation, or are otherwise
benefit shall be determined by the Firm in accordance with the principles of Section 280G(d)(3) and Section 280G(d)(4) of the Code
Participant shall be deemed to pay federal income tax at the highest marginal rate of federal income taxation (and state and local incor
net of the maximum reduction in federal

---

income taxes which could be obtained from deduction of such state and local taxes) in the calendar year in which the Payments are ma

Section B3. Notice of Adjustment. As soon as practicable following a Change in Control, but in no event later than 30 da
Payments be reduced, a written statement setting forth the manner in which the Total Payments in respect of such Participant were c
the Company has received from the Firm or other advisors or consultants (and any such opinions or advice which are in writing shall be

* * * * *

AMERICAN EXPRESS COMPAN

2016 INCENTIVE COMPENSATION

[ ] GLOBAL RESTRICTED STOCK UNIT/RESTRICTED ST

APPENDIX C

COUNTRY-SPECIFIC AWARD PROVI

Section C1. Countries Where Select European Retirement Applies.

[ ]

Section C2. Countries Where Awards of Restricted Stock are Made to Participants Located in such Country Instead of Restrict

[ ]

* * * * *

AMERICAN EXPRESS COMPAN

2016 INCENTIVE COMPENSATION

[ ] GLOBAL RESTRICTED STOCK UNIT/RESTRICTED ST

APPENDIX D

DETRIMENTAL CONDUCT PROVIS

Section D1. Detrimental Conduct. If a current or former employee of, or other individual that provides or has provided ser
defined in Section D7(b) below) previously issued to such Employee may be canceled, rescinded or otherwise restricted and the Con
the terms of Section D2. For purposes of this Appendix D, "Detrimental Conduct" means the prohibited conduct described in Section D

(a) Noncompete. For a one-year period after the last day of active employment if the Employee is a Band 70 or above e
or 60 employee, and during the Employee's employment with the Company or its Affiliates, the Employee shall not be employed by, p
establishing a specific standard and/or by listing the names of Entities (as defined in Section D7(c) below) on the Company's Competi
business, departments and job functions and/or in all locations, or whether the listed Entities apply more narrowly, such as to emplo
Competitors are defined as either Business Unit Wide Competitors or Standard Competitors:

- Business Unit Wide Competitor – if an Entity is designated as a Business Unit Wide Competitor on the Competitor Lis to or acting as a consultant for any line of business of that Entity in any capacity.
- Standard Competitor – the prohibition against being employed by, providing advice to or acting as a consultant fo Competitor that compete(s) with the line(s) of business, department(s) or job function(s) of the Company that the fo date the Employee's active employment with the Company or its Affiliates terminates.

If the Competitor List does not delineate an Entity as a Standard Competitor, the Entity will be considered a Business Unit Wide Comp
Competitors, an Employee's personal list of Competitors will be the sum of:

(i) all Competitors delineated as "Standard Competitors" on the Competitor List for the particular line(s) of busine

---

the Employee provided services to or managed during the two-year period preceding the date the Employee's active employment with

(ii) the Entities delineated on the Competitor List as "Business Unit Wide Competitors" applicable to the line(s) c
two-year period preceding the date his or her active employment with the Company or its Affiliates terminates.

The Company can revise the Competitor List, including the format of the Competitor List, at its discretion at any time and from time
Competitor List will be available through Human Resources and/or the Company's intranet. Notwithstanding anything in this Appendi
years following the date of a Change in Control.

(b) Nondenigration. For a one-year period after the Employee's last day of active employment (the "Restricted Period")
at his or her direction may not denigrate the Company or its Affiliates or the Company's or its Affiliates' employees to the media or fina
confidential or proprietary by the Company to the media or financial analysts or (ii) discuss the Company or its Affiliates with the medi
This Section D1(b) shall not be applicable to any truthful statement required by any legal proceeding.

(c) Nonsolicitation of Employees. During the Restricted Period, the Employee may not employ or solicit for employment
may not advise or recommend to any other person that he or she employ or solicit for employment, any person employed by the Com
intends to be (i) employed, (ii) a member of the board of directors, or (iii) providing consulting services.

(d) Nonsolicitation of Customers. During the Restricted Period, the Employee may not directly or indirectly solicit or ent
or partner of the Company or its Affiliates for the purpose of engaging in any business transactions of the nature performed or cor
Employee personally serviced while employed by the Company or its Affiliates or Entities the Employee acquired material information a

(e) Misconduct. During his or her employment with the Company or its Affiliates, the Employee may not engage in a
Appendix D, "Misconduct" is (i) material violation of the American Express Company Code of Conduct, (ii) criminal activity, (iii) gross ins

(f) Confidential Information. During his or her employment with the Company or its Affiliates and after his or her emp
disclose confidential information or trade secrets of the Company, its Affiliates and their businesses, including, but not limited to, infor
potential new products or markets and other data not available to the public.

Neither this Section D1(f) nor anything else in this Appendix D (i) prohibits an Employee from making reports of possible violations o
rules of Section 21F of the Exchange Act, Section 806 of the Sarbanes-Oxley Act of 2002, or of any other whistleblower protection pro
of any such report; provided that, an Employee is not authorized to disclose communications with counsel that were made for the pu
product or similar privilege. Furthermore, an Employee shall not be held criminally or civilly liable under any federal or state trade se
government official, either directly or indirectly, or to an attorney, in each case, solely for the purpose of reporting or investigating a su
filings are made under seal.

(g) Other Detrimental Conduct. During the Restricted Period, the Employee may not take any actions that the Compa
Company will request an Employee to cease and desist or rectify the conduct prior to seeking any legal remedies under this App
Section D1(g) shall not be applied to conduct that is otherwise permitted by Section D1(a) through Section D1(f). For example, if a
Section D1(a), the Company will not claim that employment with that Entity violates Section D1(g). Notwithstanding anything in thi
applicable to an Employee from and after his or her last day of active employment, if his or her active employment terminates for any re

The restrictions in Sections D1(b), D1(c), D1(d), D1(f) and D1(g) apply regardless of whether the Employee is employed by, pro

Section D2. Remedies.

(a) Repayment of Financial Gain.

(i) If an Employee fails to comply with the requirements of Section D1(a) through Section D1(g), the Company
defined in Section D7(a) below) of any gain realized on Stock Options that the Employee exercised, as of the date exercised, (2) the
the Plan and (3) the Number (as that term is defined in Section D7(e) below) of shares of stock whose restrictions lapsed (or the va
Restricted Stock or Restricted Stock Units or other Award, during the 24-month period preceding the Employee's last day of active em

(ii) If an Employee fails to comply with the requirements of Section D1(a) through Section D1(g), the Employee m
this Section D2, and the Company shall be entitled, to the extent and in the manner permitted by the 409A Policy, to set-off the amoun
Company or its Affiliates.

(b) Other Remedies. The remedy provided pursuant to Section D2(a) shall be without prejudice to the Company's right
other remedies the Company may have, at law or equity, for violation of the terms of this Appendix D.

Section D3. Compensation Band Changes. If the Company changes its current system of classifying employees in co
construed to mean the compensation level(s) and management tiers in the new or revised system that, in the Company's discretion, m

Section D4. Involuntary Terminations. This Appendix D will not apply to employees of the Company or its Affiliates who e
determined by the Company (excluding terminations covered by Section D1(e)).

Section D5. Court Modification. If any term of this Appendix D is determined by a court of competent jurisdiction not to be e
extent possible under applicable law and such court shall reform such term to make it enforceable. If a court does not recognize the C
of Competitors with respect to an Award will be those Competitors listed as of the date of grant of such Award.

Section D6. Waivers. The failure of the Company to enforce at any time any term of this Appendix D shall not be constru
Appendix D will only be effective if reduced to writing and signed by both the Employee and the Chief Executive Officer of the Compan

Section D7. Definitions. As used in this Appendix D, the following terms will have the respective meanings set forth below.

(a) “Amount” means the gross amount, before deduction of applicable taxes or other amounts, and includes the gross a
the Employee on awards of Restricted Stock or Restricted Stock Units.

(b) “Award” means a Restricted Stock, Restricted Stock Unit, Stock Option, Executive AIA or other award issued under

(c) “Entity” or “Entities” mean any corporation, partnership, association, joint venture, trust, government, governmental a

(d) “Executive AIA” means an annual cash bonus award to an Employee in Band 99 under the Plan.

(e) “Number” means the total number of shares of stock, before reduction for the payment of applicable taxes or oth
Restricted Stock or Restricted Stock Units.

(f) “Restricted Stock,” “Restricted Stock Unit” and “Stock Option” have the respective meanings given such terms in the

* * * * *

AMERICAN EXPRESS COMPAN

2016 INCENTIVE COMPENSATION

[ ] GLOBAL RESTRICTED STOCK UNIT/RESTRICTED ST

APPENDIX E

TERMS AND CONDITIONS FOR NON-U.S. P

* * * * *

AMERICAN EXPRESS COMPAN

2016 INCENTIVE COMPENSATION

[ ] GLOBAL RESTRICTED STOCK UNIT/RESTRICTED ST

APPENDIX F

COUNTRY-SPECIFIC TERMS AND CON

Capitalized terms used herein have the meanings given such terms herein or by Appendix A.

Terms and Conditions

This Appendix F includes additional terms and conditions that govern the Award if the Participant resides and/or works in one of which the Participant is currently residing and/or working (or the Participant is considered as such for local law purposes) or if the discretion, determine the extent to which the terms and conditions herein will be applicable to the Participant. For purposes of clarifica part of the Agreement.

[ ]

* * * * *

AMERICAN EXPRESS COMPAN

2016 INCENTIVE COMPENSATION

[ ] GLOBAL RESTRICTED STOCK UNIT/RESTRICTED ST

SCHEDULE A

PERFORMANCE REQUIREMEN

Performance Requirements:

[ ]

Performance Period:

[ ]

Earned Shares:

[ ]

RSU Payout Percentage:

[ ]

Definitions:

[ ]

* * * * *

SUBSIDIARIES OF AMERICAN EXPRESS
as of December 31, 2022 December 3

Unless otherwise indicated by an asterisk (*), all of the voting securities of these subsidiaries are directly or indirectly owned by the reg

Name

- American Express Company
  - 56th Street AXP Campus LLC
  - American Express Bank LLC
  - American Express Banking Corp.
  - American Express Travel Related Services Company, Inc.
    - Accertify, Inc.
    - AE Innovation Labs Holdings, LLC
      - American Express Innovation Laboratories Limited
    - American Express Bank (Mexico) S.A. Institucion de Banca Multiple
      - American Express Bank Services, S.A. de C.V.
    - American Express Company (Mexico) S.A. de C.V.
      - American Express Insurance Services, Agente de Seguros, S.A. de C.V.
    - American Express Credit Corporation
      - American Express Credit Mexico, LLC
      - American Express Netherlands B.V.
      - American Express Overseas Credit Corporation Limited
        - AEOCC Funding Australia Limited
        - AEOCC Management Company Limited
        - American Express Overseas Credit Corporation N.V.
          - American Express Netherlands B.V.
      - Credco Receivables Corp.
    - American Express International (NZ), Inc.
    - American Express Kabbage Inc.
      - Kabbage Payments, LLC
    - American Express Limited
      - American Express (Malaysia) SDN. BHD.
      - American Express European Holdings B.V.
      - American Express Holdings G.K.
      - American Express International, Inc.
        - AE Exposure Management Limited
        - American Express (India) Private Limited
          - American Express Business Solutions (India) Private Limited
        - American Express (Thai) Company Limited
        - American Express Asia Network Consulting (Beijing) Limited Company

- American Express Business Solutions (India) Private Limited
- American Express (Thai) Company Limited
- American Express Asia Network Consulting (Beijing) Limited Company
- American Express Continental, LLC
  - American Express Australia Limited
    - Centurion Finance Limited
  - American Express Dutch Capital, LLC
  - American Express Holdings Limited
    - American Express Services Europe Limited
      - American Express de Espana, S.A. (Sociedad Unipersonal)
        - Amex Asesores de Seguros, S.A. (Sociedad Unipersonal)
      - American Express Europe, S.A.
      - American Express Italia S.r.l.
    - American Express UK Pension Plan Trustees Limited
  - American Express Travel Holdings Netherlands B.V.
    - American Express, Holland Holdings B.V.
    - American Express, spol. s r.o.
  - Amex Funding Management (Europe) Limited
    - Loyalty Partner GmbH
      - Loyalty Partner Holdings B.V.
        - PAYBACK Italia S.r.l.
        - Payback Mexico S. de R.L. de C.V.
      - Loyalty Partner Solutions GmbH
      - Payback GmbH
        - Loyalty Partner Polska Sp. z o.o.
        - PAYBACK Austria GmbH
  - Amex Funding Management Holdings Limited
    - Amex (Middle East) B.S.C. (closed)*
      - American Express Saudi Arabia (C) JSC*
      - Amex Al Omania LLC*
        - AMEX (Middle East) QFC LLC * LLC*
      - Amex Egypt Company Limited Liability Company*
  - Amex Global Holdings C.V.
  - Amex NL Holdings 99, LLC
    - American Express Holdings Netherlands CV
- American Express Group Services Limited

- American Express Holdings 2 Limited
  - American Express Europe LLC
- American Express International (Taiwan), Inc.
- American Express International Holdings, LLC
  - American Express Argentina S.A.
  - American Express Holdings (France) SAS

- American Express France SAS
  - American Express Canada Holdings B.V.
    - American Express Holding AB
    - Amex Agenzia Assicurativa S.r.l.
    - Amex Canada Inc.
  - American Express Carte France SA
- American Express Japan Co., Ltd.
- American Express Payment Services Limited
  - American Express Payments Europe, S.L.U.
- American Express Services India Private Limited
- American Express Swiss Holdings GmbH
  - Swisscard AECS GmbH*
- American Express TLS HK Limited
- American Express Travel Holdings Netherlands Cooperatief U.A.
- Amex General Insurance Agency, Inc.
- Pocket Concierge Inc.
- American Express Netherlands Holdings B.V.
  - American Express Brasil Assessoria Empresarial Ltda.
- American Express Nigeria Limited
- PT American Express Indonesia
- American Express Marketing & Development Corp.
- American Express MFP, Inc.
- American Express National Bank
  - American Express Receivables Financing Corporation III LLC
- American Express Prepaid Card Management Corporation
- American Express Receivables Financing Corporation II
- American Express Receivables Financing Corporation VIII LLC
- American Express Ventures SBIC GP, LLC
- American Express Ventures SBIC, L.P.
- Amex Bank of Canada
- Amex Services, Inc.
- Angel Acquisition LLC
- Asesorias e Inversiones American Express Chile Limitada
- AXP Insurance Master Trust
- Cavendish Holdings, Inc.
- Express (Hangzhou) Technology Services Company Limited*
- LoungeBuddy, Inc.
- Mez Mobile, Inc.
- Nipendo Ltd.
  - Nipendo Inc.
- Resy Network, Inc.
- Travellers Cheque Associates Limited
- American Express Bank LLC
- AMEX Assurance Company
  - AAC Statutory Trust

LoungeBuddy, Inc.
Mez Mobile, Inc.
Resy Network, Inc.
Resy Network Limited
Resy Network Pty Ltd
Travellers Cheque Associates Limited
AMEX Assurance Company
AAC Statutory Trust
Amexco Insurance Company
Rexport, Inc.

CONSENT OF INDEPENDENT REGISTERED PUBLI

We hereby consent to the incorporation by reference in the Registration Statements on Form S-8 (No. 33-53801, 033-53801, 333-1427
American Express Company of our report dated February 10, 2023 February 9, 2024 relating to the consolidated financial statements a

/s/ PricewaterhouseCoopers LLP
New York, New York
February 10, 2023 9, 2024

CERTIFICATION

I, Stephen J. Squeri, certify that:

1. I have reviewed this annual report on Form 10-K of American Express Company;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact nece
made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all mate
the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedure
reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under ou
subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed ur
the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions a
by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s
has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and

5. The registrant’s other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financ
(or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which a
financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s

Date: February 10, 2023 February 9, 2024

CERTIFICATION

I, Jeffrey C. Campbell, Christophe Y. Le Caillec, certify that:

1. I have reviewed this annual report on Form 10-K of American Express Company;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact nece
made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all mate
the periods presented in this report;

4. The registrant’s other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedure
reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under ou
subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed ur
the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions a
by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s
has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and

5. The registrant’s other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financ
(or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which a
financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s

Date: February 10, 2023 February 9, 2024

/s/ Jeffrey C. Campbell Chri
Jeffrey C. Campbell Christo
Chief Financial Officer

Certification Pursuant to
18 U.S.C. Section 1350,
as Adopted Pursuant to
Section 906 of the Sarbanes-Oxley Act

In connection with the Annual Report on Form 10-K of American Express Company (the "Company") for the fiscal year ended Decemb
hereof (the "Report"), Stephen J. Squeri, as Chief Executive Officer of the Company, hereby certifies, pursuant to 18 U.S.C. Section 13

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Stephen J. Squeri
Name: Stephen J. Squeri
Title: Chief Executive Officer
Date: February 10, 2023 February 9, 2024

The foregoing certification is being furnished solely pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sar
document for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject t
any filing under the Securities Act of 1933, as amended, or the Exchange Act except to the extent that this Exhibit 32.1 is expressly an

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Comp

Certification Pursuant to
18 U.S.C. Section 1350,
as Adopted Pursuant to
Section 906 of the Sarbanes-Oxley Act

In connection with the Annual Report on Form 10-K of American Express Company (the "Company") for the fiscal year ended Decemb
hereof (the "Report"), Jeffrey C. Campbell, Christophe Y. Le Caillec, as Chief Financial Officer of the Company, hereby certifies, pursua
that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Jeffrey C. Campbell Christophe Y. Le Caillec
Name: Jeffrey C. Campbell Christophe Y. Le Caillec
Title: Chief Financial Officer
Date: February 10, 2023 February 9, 2024

The foregoing certification is being furnished solely pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sar
document for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject t

any filing under the Securities Act of 1933, as amended, or the Exchange Act except to the extent that this Exhibit 32.2 is expressly an

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Comp

AMERICAN EXPRESS COMPAN

POLICY FOR THE RECOVERY
OF ERRONEOUSLY AWARDED COMPE

1. Purpose

The purpose of this American Express Company (the "Company") Policy for the Recovery of Erroneously Awarded Compensati
Erroneously Awarded Compensation in the event that the Company is required to prepare an Accounting Restatement. This Policy is i
construed and interpreted in accordance with such intent.

2. Definitions

For purposes of this Policy, the following capitalized terms shall have their respective meanings set forth below:

(a) "Accounting Restatement" means an accounting restatement (i) due to the material noncompliance of the Compar
restatement to correct an error in previously issued financial statements that is material to the previously issued financial statements (a
statements, but would result in a material misstatement if the error were not corrected in the current period or left uncorrected in the cu

(b) "Board" means the Board of Directors of the Company.

(c) "Committee" means the Compensation and Benefits Committee of the Board, or any other committee designated
independent directors serving on the Board.

(d) "Covered Executive" means an individual who is or was designated by the Company as an "executive officer" in ac
performance period for the affected Incentive-Based Compensation (whether or not such individual is an Executive Officer or remains e
under this Policy).

(e) "Erroneously Awarded Compensation" means the amount of Incentive-Based Compensation Received by a Cove
been Received by the Covered Executive had it been determined based on the restated amounts, computed without regard to any taxe
Received (i) during the applicable Recovery Period, (ii) on or after October 2, 2023, (iii) after the Covered Executive began service as a
exchange or a national securities association.

(f) "Exchange" means the New York Stock Exchange.

(g) "Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulga

(h) "Financial Reporting Measure" means a measure that is determined and presented in accordance with the accour
wholly or in part from such measures. Financial Reporting Measure shall also include the Company's stock price and total shareholder
statements or included in a filing with the SEC.

(i) "Incentive-Based Compensation" means any compensation that is granted, earned, or vested based wholly or in p

(j) "Received" with respect to Incentive-Based Compensation means when the Incentive-Based Compensation is dee
specified in the Incentive-Based Compensation award is attained, even if the payment or grant of the Incentive-Based Compensation o
subject to both a Financial Reporting Measure vesting condition and a service-based vesting condition shall be considered Received w
continues to be subject to the service-based vesting condition.

(k) "Recovery Period" means the three completed fiscal years of the Company that immediately precede the Restatem
than nine months within or immediately following those three completed fiscal years.

(l) "Recovery Rules" means Section 10D of the Exchange Act and any applicable rules or standards adopted by the S
adopted by the Exchange pursuant to Rule 10D-1 under the Exchange Act (including Section 303A.14 of the NYSE Listed Company M

(m) "Restatement Date" means the earlier of (i) the date that the Board, a committee of the Board, or the officer or offi
reasonably should have concluded, that the Company is required to prepare an Accounting Restatement, and (ii) the date a court, regu

(n) "SEC" means the Securities and Exchange Commission.

3. Recovery of Erroneously Awarded Compensation

(a) In the event of an Accounting Restatement, the Committee must reasonably promptly determine the amount of any
Period based on the Accounting Restatement, and shall promptly provide each affected Covered Executive with a written notice stating
applicable.

(b) Each Covered Executive must comply with any request or demand for repayment or return promptly (and not later

(c) The Company's obligation to recover Erroneously Awarded Compensation pursuant to this Policy is not dependen
Awarded Compensation is required without regard to whether any misconduct occurred or a Covered Executive's responsibility for the

(d) The Committee shall have broad discretion to determine the appropriate means of recovery of Erroneously Award

(e) To the extent that a Covered Executive fails to repay any or all Erroneously Awarded Compensation to the Compa
reasonable and appropriate to promptly recover such Erroneously Awarded Compensation from the Covered Executive, and the Cover
incurred (including legal fees) by the Company in seeking to recover such Erroneously Awarded Compensation.

(f) Any action by the Company to recover Erroneously Awarded Compensation under this Policy from a Covered Exe
"good reason" for resignation or serve as a basis for a claim of "constructive termination" or "involuntary termination" under the Compar
any award agreements or any other plan or arrangement, or (ii) constitute a breach by the Company of any contract or agreement to w

4. Determination of Erroneously Awarded Compensation

(a) The amount of Erroneously Awarded Compensation shall be determined by the Committee based on the particula
authorized to engage, on behalf of the Company, any third-party advisors it deems advisable in order to perform any calculations conte

(b) For Incentive-Based Compensation based on stock price or total shareholder return, where the amount of Erroneo
in the Accounting Restatement, the Committee shall determine the amount of Erroneously Awarded Compensation based on a reasona

upon which the Incentive-Based Compensation was received. The Company must maintain documentation of the determination of that

5. Exemption

Notwithstanding Section 3, recovery of Erroneously Awarded Compensation shall not be required to the extent that the Committ conditions:

(a) The direct expense paid to a third party to assist in enforcing this Policy would exceed the amount to be recovered Compensation based on expense of enforcement, the Company must make a reasonable attempt to recover such Erroneously Awarde the Exchange.

(b) Recovery would likely cause an otherwise tax-qualified retirement plan, under which benefits are broadly available Internal Revenue Code of 1986, as amended, and the regulations thereunder.

6. Prohibition on Indemnification

The Company and its subsidiaries are prohibited from (a) indemnifying any Executive Officer against (i) the loss of Erroneously of its rights under this Policy, and (b) paying or reimbursing the premiums on any insurance policy protecting against the recovery of Er agreement that exempts any Incentive-based Compensation from the application of this Policy or that waives the Company's right to re (whether entered into before, on or after October 2, 2023).

7. Administration

This Policy shall be administered by the Committee in accordance with the Recovery Rules. The Committee is authorized to inte the administration of this Policy. Any determination made by the Committee shall be binding on all persons. In the event any provision applied to the maximum extent permitted by applicable law and shall automatically be deemed amended in a manner consistent with its

8. Acknowledgement and Acceptance

The Company may require an Executive Officer to sign and return to the Company the Acknowledgement and Acceptance Form terms and comply with this Policy; provided, however, that this Policy shall apply to, and be enforceable against, any Executive Officer Acknowledgement and Acceptance Form.

9. Miscellaneous

(a) Amendment and Termination. The Committee may amend this Policy from time to time in its discretion and shall a by the Recovery Rules or any federal securities law, SEC rule or Exchange rule. The Committee may terminate this Policy at any time. Policy shall be effective if such amendment or termination would (after taking into account

any actions taken by the Company contemporaneously with such amendment or termination) cause the Company to violate any federa
association on which the Company's securities are listed. Furthermore, unless otherwise determined by the Committee or as otherwise
any change in the Recovery Rules.

(b) Other Recovery Rights. The Committee intends that this Policy will be applied to the fullest extent permitted by app
any other agreement entered into on or after October 2, 2023 shall, as a condition to the grant of any benefit thereunder, require an Ex
accepted continuing employment on terms that include compliance with this Policy, to the extent of its otherwise applicable provisions,
employment or service with the Company and its subsidiaries shall continue to be bound by the terms of this Policy with respect to Ince
to, and not in lieu of, any other remedies or rights of recovery that may be available to the Company or its subsidiaries under applicable
based bonus plan, equity award agreement, or similar agreement, including, but not limited to, any Consent to the Application of Forfeit
remedies available to the Company and its subsidiaries. To the extent that the application of this Policy would provide for recovery of In
Oxley Act of 2002 or other recovery obligations or policies, the amount that the relevant Executive Officer has already reimbursed the C
its sole discretion. Nothing in this Policy precludes the Company from implementing any additional clawback, recovery or recoupment p
preclude the Company or its subsidiaries from taking any other action to enforce any Executive Officer's obligations to the Company or
any other remedies that may be available to the Company or its subsidiaries with respect to any Executive Officer.

(c) Successors. This Policy shall be binding and enforceable against all Executive Officers and their beneficiaries, hei

* * * * *

Adopted by the Compensation and Benefits Committee on October 4, 2023.

AMERICAN EXPRESS COMPAN

POLICY FOR THE RECOVERY
OF ERRONEOUSLY AWARDED COMPE

ACKNOWLEDGEMENT AND ACCEPTAN

By signing below, you acknowledge and confirm that you have received and reviewed a copy of the American Express Company
but not otherwise defined in this Acknowledgement and Acceptance Form shall have the meanings ascribed to such terms in the Policy
Requirements of Section 954 of the Dodd-Frank Act" form that you previously signed, if any.

By signing below, you are acknowledging and agreeing that you are subject to the terms of the Policy and that you will repay to t
required to repay under the Policy. You understand that this obligation applies to awards of Incentive-Based Compensation issued to yo
Incentive Plan (each, as amended from time to time and including any successor plan thereto), whether in the past, present and future.
restricted stock units, performance stock, performance stock units, and annual incentive awards.

By signing this Acknowledgement and Acceptance Form, you:

- acknowledge and agree that you are and will continue to be subject to the Policy and that the Policy will apply both during
- agree to abide by the terms of the Policy, including, without limitation, by promptly returning to the Company any Erroneou
- acknowledge and agree to reimburse the Company for any and all expenses reasonably incurred by the Company in see
any or all Erroneously Awarded Compensation to the Company when due;
- acknowledge and agree that the Company may, to the greatest extent permitted by applicable law, reduce any amount th
if and to the extent such amount has not been returned to the Company prior to the date that the subsequent amount bec

- acknowledge and agree that neither the Policy nor this Acknowledgement and Acceptance Form replaces or in any way a
Provisions to Incentive Compensation Plan Awards" (also known as the detrimental conduct agreement) signed by you, c

terms of a Company plan, award agreement or communication applicable to you; and

- acknowledge and agree that any action by the Company to recover Erroneously Awarded Compensation under this Polic
constitute "good reason" for resignation or serve as a basis for a claim of "constructive termination" or "involuntary termina
with you, any award agreements or any other plan or arrangement, or (ii) constitute a breach by the Company of any con

Signature

Print Name

Date

[Signature Page to Acknowledgement and Acceptance Form to the American Express Company

DISCLAIMER

THE INFORMATION CONTAINED IN THE REFINITIV CORPORATE DISCLOSURES DELTA REPORT™ IS A COMPARISON OMISSIONS, OR INACCURACIES IN THE REPORT INCLUDING THE TEXT AND THE COMPARISON DATA AND TABLES. RESPONSIBILITY FOR ANY INVESTMENT OR OTHER DECISIONS MADE BASED UPON THE INFORMATION PROVIDED ACTUAL SEC FILINGS BEFORE MAKING ANY INVESTMENT OR OTHER DECISIONS.