



SCHEDULE C
AGENCY PARTICIPATION AGREEMENT
FOR AMERICAN EXPRESS® CARD ACCEPTANCE

STATE OF NORTH CAROLINA

This Agreement and any attachments hereto (*Agency Participation Agreement*) is between **AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC.** (*we, us or our*), and the _____ (*you and your*).

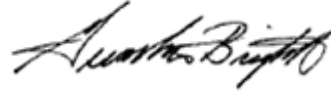
For good and valuable consideration, receipt of which is hereby acknowledged, both parties agree as follows:

1. We agree to provide you the Participating Entity merchant card services pursuant to the terms and conditions of the agreement for American Express® Card Acceptance between American Express and the **STATE OF NORTH CAROLINA** (*Master Agreement*) effective as of December 15, 2006, as amended. The Master Agreement shall be incorporated herein by this reference as if fully set forth herein. All terms used herein shall have the same meaning as in the Master Agreement, unless specified to the contrary.
2. For the purposes of this Agency Participation Agreement, the terms *you* are *your* under the Master Agreement shall mean the name of the Participating Entity described above. You, the Participating Entity, agree to accept the Card under the terms of the Master Agreement at all your Establishments where you, the Participating Entity, accept Other Payment Products (except as noted in the Master Agreement). You, the Participating Entity, represent that you have received all the necessary approvals to allow you to enter into this Agency Participation Agreement, including the approval of the Office of the State Controller, and you acknowledge receipt of a copy of the Master Agreement and agree to be bound by the terms and conditions in it. You, the Participating Entity, acknowledge and agree that American Express relies on these representations and warranties to enter into this Agency Participation Agreement with you.
3. You, the Participating Entity, acknowledge and agree to abide by all policies promulgated by the Office of the State Controller pertaining to Electronic Commerce, specifically for merchant card processing.
4. Any party may terminate this Agreement at any time before the expiration of the Master Services Agreement by giving the other parties sixty days (60) days prior written notice. If the Master Agreement terminates for any reason, this Agency Participation Agreement shall also immediately terminate without further notice. Notwithstanding the preceding sentence, Section 9.e. in the Master Agreement will survive termination of this Agreement.
5. You the Participating Entity acknowledge that we may, as permitted by the Master Agreement, take any action(s) as necessary against you, instead of the State of North Carolina in its entirety, in order to mitigate any material financial or security risk to us or to ensure compliance with the Master Agreement.

IN WITNESS WHEREOF, the parties have caused this Agency Participation Agreement to be executed effective as of _____ .

**AMERICAN EXPRESS TRAVEL
RELATED SERVICES COMPANY, INC.**

PARTICIPATING ENTITY:



(Signature)

Name: _____

Title: _____

Gunther T. Bright
Executive Vice President
Merchant Services - U.S.

OFFICE OF THE STATE CONTROLLER

(Signature)

Name: _____

Title: _____