



**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, you the Participating Entity*). The parties have caused this Agency Participation Agreement to be executed effective as of _____.

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. 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 below parties have caused this Agency Participation Agreement to be executed:

<p>By: _____ Name Of Participating Entity</p> <p>By: _____ Signature Of Signing Person</p> <p>Name: _____ Type Name Of Signing Person</p> <p>Title: _____ Title Of Signing Person</p> <p>Date: _____</p>	<p><u>Office of the State Controller, State of North Carolina</u></p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
<p><u>Department of the State Treasurer, State of North Carolina</u> (Please note, execution by DST not required for Non-State Participating Entity(s))</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p><u>American Express Travel Related Services Company, Inc.</u></p> <p></p> <p>Thomas F. Pojero Senior Vice President Merchant Acquisition North America</p>