



American Express (India) Private Limited
Begumpur Khatola, Sub Tehsil Kadipur,
Sector 74A, Manesar Urban Complex,
Manesar, Gurugram, Haryana, 122004

March 26, 2025

Rajeev Kumar Mishra
Amex (India) Private Limited
Gurugram

Dear Rajeev,

This is to share with you that we have undertaken restructuring exercise at American Express and as a result of the rationalization of the workforce, your position is impacted. However, you are a valued member of our team and we encourage you to explore other job opportunities in American Express.

Your Leader and I will work with you to ensure that you are provided with all necessary information and explore all possible job opportunities.

To support you in your transition, we have engaged **Lee Hecht Harrison** to assist you with any career transition services outside American Express. Please let us know and we will guide you in contacting them when you are ready to commence your program.

Yet, if by April 25, 2025 such a situation arises that you are not placed in any role, you will be eligible for severance under the company severance policy details of which will be shared with you.

You continue to be an important member of our team and we will work with you to ensure that you are clear about opportunities available and remain involved in decisions affecting you.

In closing, we do recognize this will be a difficult time for you so please do not hesitate to speak to either myself or Human Resources if you have any questions or concerns.

Thank you for your co-operation and continued contribution through this transition period.

Yours sincerely,

Pragati Arora
Director – Colleague & Labor Relations
Colleague Experience Group



AMERICAN EXPRESS MEDIA/INVESTOR RELATIONS POLICY

American Express is in the news almost every day and the quality of the coverage the company receives has an important impact on our reputation as well as on the value of the brand. To maintain consistency in our public messages, to protect our competitive interests, and to comply with applicable securities and other laws, we have developed the following guidelines regarding the type of information we provide to the public, and who may speak with members of the press or the investment community.

Authorized spokespeople

As a general rule, the only individuals authorized to communicate with the media are members of the Public Affairs and Communication (PA&C) Team. Members of senior management may also speak with the media after consultation with PA&C. Additionally, PA&C will from time to time arrange for interviews with employees or advisors who have expertise in a particular product or service area. In these cases, the PA&C team will provide media training and related support and will brief those officials speaking to the press on information that may be shared outside the company. No other employee or advisor is authorized to speak with the media regarding any aspect of American Express business.

There will be times when employees may be approached by the media for comments unrelated to American Express's business. One example is a "man in the street" interview or request for comments related to a personal affiliation an employee holds (such as a position in a community or sporting group.) While it is an individual decision to participate in these interviews; employees must ensure they are not identified as employees of American Express. This means they are not to provide company business cards for contact, etc.

Dealing with media calls

Reporters should be dealt with professionally and courteously. If you are asked by a reporter to make a statement, politely explain that it is inappropriate for you to comment but that you will refer the question to the appropriate person. Because most reporters operate under tight deadline pressure, all media calls should be immediately referred to a PA&C team member.

Every individual working at American Express, including outside consultants and professionals retained by the Company, is expected to adhere to this policy.

MEDIA POLICY AT AMERICAN EXPRESS

By signing this document, I acknowledge receipt of the memo regarding American Express' Media Policy and I acknowledge that unless I am given prior permission by the Director of Public Affairs & Communication, under no circumstances am I to comment to the media either by electronic, television, news or web as a representative of American Express

I understand that this acknowledgement will be held on file permanently and will be referred to in the event that my actions are in breach of the American Express' Media Policy

Rajeev Kumar Mishra

FXIP Settlement Risk Analyst

Signature

Date



AMERICAN EXPRESS CONFIDENTIALITY AGREEMENT

To: Rajeev Kumar Mishra

1.Maintain Confidentiality

The nature of your work at American Express and its parent, subsidiaries and affiliates (collectively the "Company") involves your access to trade secrets, confidential information, files, records and forms of the Company (collectively "Confidential Information"). Confidential information includes, but is not limited to, any information relating to the American Express organizational structure, marketing philosophy and objectives, competitive advantages and disadvantages, financial results, product features, systems and operations, customer lists, customer data, product development, advertising or sales programs and any other information which would give the Company an opportunity to obtain an advantage over its competitors or which the Company is ethically obligated to protect from unauthorized sources.

The Company desires to protect its investment and Confidential information and therefore requires that you agree, as a condition of your future or continued employment, to safeguard all Confidential Information of the Company and not to disclose such Confidential Information to any third party, within or without the company, except to the extent required by your normal job duties.

You agree not to discuss Confidential Information of the Company in public places or with former team members of the Company.

You also agree to help safeguard our customers' and your fellow team members' expectations of privacy by exercising diligence and care in the handling of Confidential Information relating to them, as more fully explained in the Company's private Code of Conduct and Privacy Principles.

2.Ownership of Work

While employed at the Company, you may create documents, data bases, memoranda, software modifications, photographs, charts, drawings, recordings, materials, and other work arising out of your duties and obligations with the Company (collectively referred to as "work").

Any and all the work resulting from efforts made by you pursuant to your employment is considered "work made for hire" and is the sole property of the Company. To the extent that such work is not deemed the property of the Company, you hereby agree that all rights in said work are irrevocably assigned by you to the Company.

3.Security of Data

You acknowledge the importance of maintaining the security and confidentiality of Confidential Information and you agree to take whatever steps are necessary to prevent to the transfer or disclosure to or use of the Confidential Information by any person or entity, except other team members or agents of the Company.

You agree that should, upon investigation, you be found to have disclosed salary or any other information in relation to remuneration to any party outside the Payroll Department, without direct authority from the Payroll Supervisor, your services with American Express may be terminated immediately.

You agree that the Company may monitor the Confidential Information in any manner to prevent the improper or unauthorized use of the Confidential Information, and such monitoring may include, but is not limited to, any form of computer control.

Please indicate your understanding and acceptance of the obligations described herein by signing, dating and returning a copy of this Confidentiality Agreement to the Human Resources Department of your country location.

I understand that the above terms are part of the conditions of my employment and agree to adhere to them.

Signature:

Date:



American Express (India) Private Limited
Begumpur Khatola, Sub Tehsil Kadipur, Sector
74A, Manesar Urban Complex, Manesar,
Gurugram, Haryana, 122004

CONFIDENTIAL

Date :26 March 2025

Rajeev Kumar Mishra

Vatika Apartment, Flat Number 217, 3rd Floor Plot Number B1 -185/186, Gali No 17 Main Bharat Vihar Road, Opposite Swastik Society Raja Puri, Madhu Vihar DL 110059

Employee Id: 6485830

Dear Rajeev,

SEVERANCE AGREEMENT AND GENERAL RELEASE

1. This letter proposes the Severance Agreement and General Release (“Agreement”) between you and American Express India (Pvt) Ltd FXIP Settlement Risk Analyst at Gurgaon. You and AEIPL have agreed to sever your employment relationship with effect from the close of office hours on April 25, 2025.

2. In order to give effect to the severance of your employment and to provide you with certain benefits, that you would not otherwise be entitled to, you and AEIPL agree as follows:

- i) This Agreement shall not be in any way construed as an admission by AEIPL that it has acted wrongfully with respect to you or that you have any rights whatsoever against AEIPL.
- ii) In consideration for the promises contained in this Agreement and release of claims as set forth below, and subject to your signing your acceptance on a copy of this Agreement and returning such copy to the undersigned on or before 3 days from the date of severance initiation, you will be paid as follows.

<u>Details of payments</u>	<u>Amt. (Rs)</u>
(a) Severance Payment as per clause above	2,454,128
(b) Bonus	45,111
(c) Ex-gratia	
Total	2,499,239

The contents of the severance package provided to you are considered by American Express to be of a confidential nature and hence it is not to be disclosed to any other American Express employee.



- iii) In addition, as per Rules, you will be allowed encashment of your unutilised privilege leave and you will be paid salary till last day of your employment. You will also be eligible for provident fund / superannuation fund from the respective trust funds as per applicable Rules.
 - iv) All payments will be subject to deduction of taxes as per prevailing tax laws.
 - v) From the aforesaid payments in clause 2 (ii) to be made to you by AEIPL and the trustees of the respective Funds, you, by acceptance of this agreement, authorize AEIPL to recover all outstanding under loans availed of from AEIPL and in respect of all assets (including but not limited to car if any) provided by AEIPL either at your residence or for your use, except assets provided wholly for official use which you are obliged to and shall return to AEIPL. Furthermore, you authorize AEIPL to deduct from the aforesaid payment in clause 2(ii), any overpayment which may mistakenly occur to which you are not entitled. In the event the dues to AEIPL are not adequately covered by the aforesaid payments, you hereby authorize AEIPL to debit your Salary Savings Bank Account and recover the shortfall. You undertake to keep your account adequately funded to meet such shortfall or pay by a bank draft the shortfall amount on or before to the last date of your ceasing to be in employment of AEIPL. Any overdraft caused by your non funding your account will attract commercial rate of interest from the date of debit till payment/realization, which please note.
- 3 In consideration of the promises contained in this Agreement, you agree, on behalf of yourself and anyone claiming through you, irrevocably and unconditionally, to release, acquit and forever discharge AEIPL and/or its parent corporation, subsidiaries, divisions, predecessors, successors and assigns, as well as each's past and present officers, directors, employees, shareholders, and anyone claiming through them, hereinafter collectively referred to as "the Releasees", in each's individual and/or corporate capacities, from any and all claims, liabilities, promises, actions, damages and the like, known or unknown, which you ever had against any of the Releases arising out of or relating to your employment with AEIPL and/or the severance of your employment with AEIPL.
- 4 You agree that you will not, directly or indirectly, disclose the fact and terms of this Agreement, including the severance benefits, to anyone other than your attorney, except to the extent such disclosure may be required for accounting or tax reporting purposes or as otherwise required by law.
- 5 This Agreement shall be binding on you and upon your heirs, executors, administrators and assigns and on the Releasees and their successors and assigns.
- 6 On or before April 25, 2025 you will return to AEIPL all property in your possession belonging to AEIPL and relating to your employment with AEIPL.
- You will not disclose any confidential or proprietary information, which you acquired as an employee of AEIPL to any other person or entity or use such information in any manner that is detrimental to the interest of AEIPL. You further represent and warrant that you have not retained any copies, electronic or otherwise, of confidential information, papers, policies, plans and other confidential material regarding AEIPL or its customers or employees.
- 7
- 8 You agree that you will not make any public comments relating to AEIPL or its employees which are critical, derogatory or which may tend to injure the business or reputation of AEIPL, its employees or customers.
- 9 In the event that you breach any of your obligations under Paragraphs 7 and 8, or breach the Code of Conduct and/or the terms of your employment with AEIPL until or to the extent applicable after the cessation of your employment, all obligations of AEIPL hereunder shall immediately terminate and any payments previously made to you pursuant to Paragraph 2 shall be returned to AEIPL.



10 (1) This Agreement sets forth the entire Agreement between you and AEIPL and supersedes any and all prior oral or written Agreements or understandings between you and AEIPL concerning the subject matter of this Agreement. This Agreement may not be altered, amended or modified, except by a further written document signed by you and AEIPL.

(2) This Agreement shall be governed by and construed in accordance with the laws of India and only the courts in New Delhi shall have exclusive jurisdiction for this Agreement.

11 You represent that you fully understand your right to review all aspects of this Agreement with an attorney of your choice that you have had the opportunity to carefully read and fully understand all the provisions of this Agreement and that you are freely, knowingly and voluntarily entering into this Severance Agreement and General Release.

This Agreement is prepared in duplicate. If this Agreement with all terms and conditions as contained therein is acceptable to you, Please signify your acceptance and acknowledgement by replying through your official Email ID, with a cc(Carbon Copy) to your personal Email ID, using the language as mentioned below.

"I -----,----- hereby acknowledge, and confirm that I accept the Severance Agreement and General Release ("Agreement") dated----- and the entire terms and conditions as contained in the Agreement.

Rajeev Kumar Mishra
FXIP Settlement Risk Analyst

You also acknowledge, undertake and confirm that providing electronic/email acceptance to this Agreement in the electronic/email form in the aforesaid manner is equivalent to the signing and executing this Agreement by you and that such electronic/email acceptance is legally binding upon you.

Yours truly,

For & on behalf of
American Express India (Pvt) Limited.

Pragati Arora
Colleague & Labor Relations
Colleague Experience Group

Agreed and Accepted

EMPLOYEE'S SIGNATURE
SIGNATURE DATE

WITNESS'

WITNESS' NAME & ADDRESS



SEVERANCE CALCULATION SHEET

PERSONAL INFORMATION

NAME: Rajeev Kumar Mishra

JOB LEVEL / BAND: 30

DATE OF JOINING: February 03, 2017

ESTIMATED SEVERANCE INFORMATION

The severance amount is based on the annual base salary information referenced below and is an estimate of payout only. If any of this information changes between now and your release date, then the actual settlement may vary. All amounts will be paid less applicable taxes.

Details	Standard Severance (Existing Policy)
Notice Period Begins	March 26, 2025
Date of Notification)	
Notice Period Ends	April 25, 2025
(Last Working Date)	

Payment Details (Amt. Rs)	Standard Severance (Existing Policy)
Severance Payment Amt	2,454,128
*Pro-rata Bonus	45,111
Ex-gratia (wherever applicable)	
Total Severance Amount	2,499,239
Disbursement of Severance Amount	The Total Severance amount mentioned above will be paid as lump sum along with full & final settlement post the last working date.

PL Encashment: Any PL accrued, but unused, as of your last day of active employment will be paid out.

*Pro-rata Bonus: Will be calculated as per the original last working day and may change in case you chose leave prior to the same.

Gratuity: Will be paid as per Payment of Gratuity Act.

Computation of Severance Payment: Band 28 & 30

Clause1	<p>Under this Severance Program, the Severance Payment in respect of the employee in Band 28 & 30 and above shall be calculated as follows:</p> <p>Two (2) months' Salary for each completed year of service subject to the following limitations –</p> <p>Minimum: (i) Three (3) months' Salary; and</p> <p>(ii) for each completed year of service an additional 15 days' Salary.</p> <p>Maximum: The lower of the following two:</p> <p>(i) 18 months' Salary; or</p> <p>(ii) Salary for the months of service left with the Company till the stipulated retirement age</p>
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