

Exhibit R-1

Distribution Protocol

I. PREAMBLE

1. **WHEREAS** on April 17, 2000, Plaintiffs filed a Motion for Authorization to Institute a Class Action against Amex Bank of Canada (“Amex”);
2. **WHEREAS** the Motion for Authorization was granted by the Honourable Clément Gascon, J.S.C. (as he then was);
3. **WHEREAS** on June 11, 2009, Gascon J. rendered a judgment maintaining the class action and condemning Amex to pay compensatory and punitive damages;
4. **WHEREAS** the trial judgment was overturned in part by the Court of Appeal;
5. **WHEREAS** on September 19, 2014, the Supreme Court of Canada overturned the Court of Appeal decision, in part, and awarded compensatory and punitive damages to the Plaintiffs (the “Judgment”);
6. **WHEREAS** pursuant to the Judgment, the Defendant must pay the amount of \$87,078.33 plus interest and the additional indemnity provided by law on a collective recovery basis for the month of January 2003, plus costs;
7. **WHEREAS** the Judgment also provides for the individual recovery of the foreign exchange conversion fees paid by class members between April 17, 2000 and December 31, 2002 plus punitive damages in the amount of \$25 per class member with interest and the additional indemnity provided for by law since April 17, 2003;
8. **WHEREAS** the evidence at trial established that Amex has microfiche data for the class period for all of its cardholders in Canada but that this data is not in searchable format and thus Amex must manually retrieve the microfiche based on class member name or card number, if available.

II. DEFINITIONS

9. The following terms are defined for the purposes of this Distribution Protocol only, including the Preamble:
 - i. “Amex” means Amex Bank of Canada;
 - ii. “Approval Judgment” means the judgment from the Superior Court of Quebec approving this Distribution Protocol;
 - iii. “Claims Administrator” means the entity responsible for implementing and managing the individual claims process described herein. Subject to the Court’s approval, the Claims Administrator chosen by AMEX is the Bruneau Group;

- iv. **“Claims Deadline”** means 12 months after the date of publication of the Final Notice, at midnight, or any other date fixed by the Court;
- v. **“Claims Period”** means the period during which Class Members must submit a claim in order to receive a portion of the Distribution Amount. The period begins on the day of publication of the Final Notice and ends on the Claims Deadline;
- vi. **“Class Members”** means all consumers resident in Quebec who held an American Express Personal Credit Card and paid a foreign exchange conversion fee during the Class Period;
- vii. **“Class Period”** means the period from April 17, 2000 to February 1, 2003;
- viii. **“Collective Amount”** means the amount of \$87,078.33 plus interest and the additional indemnity provided by law for the month of January 2003 until the deposit of the said Amount by Amex in a trust account, less the Class counsel’s fees.
- ix. **“Current Cardholder”** means a Class member who is an active American Express Personal Credit Cardholder;
- x. **“Fees”** means the foreign exchange conversion fees to be reimbursed to each Class Member, the whole with interest and the additional indemnity provided by law and awarded in the Judgment up to the date of payment to the Class Member.
- xi. **“Final Notice”** means the notice to Class Members pursuant to art. 1030 of the Code of Civil Procedure;
- xii. **“Judgment”** means the Supreme Court of Canada judgement dated September 19, 2014.
- xiii. **“Parties”** means Plaintiffs and the Defendant;
- xiv. **“Punitive Damages”** means damages in the amount of \$25 with interest and the additional indemnity provided for by law payable to each class member;
- xv. **“Trust Account”** means the trust account established and maintained by the Bruneau Group.

III. **DISTRIBUTION PROCESS**

- 10. The Preamble and Definitions form an integral part of this Distribution Protocol;

11. This Distribution Protocol will only become effective once it is approved by the Superior Court of Quebec. If it is not approved, it will become null and void and will not generate any rights or obligations either for the Parties or the Class Members;
12. Each Class Member will have to submit a claim before the Claims Deadline in order to receive the Fees, Punitive Damages or pro-rated share of the Collective Amount.
13. The form will be available on a dedicated website put on line by the Claims Administrator, and can be completed either directly online or over the phone with the Claims Administrator or printed and mailed to the Claims Administrator;
14. The Final Notice will be publish two (2) times in the following Quebec newspapers and/ or their electronic website:
 - The Gazette, La Presse, Le Soleil, Le Nouveliste, Le Droit and La Tribune
15. The first publication will be as soon as possible after the approval of the Distribution Protocol by the Court and the second publication sixty days (plus or minus five days) before the Claims Deadline;
16. Amex will insert a bilingual notice and the claims form in the active statements of account of all Current Cardholders who opened an account on or before February 1, 2003, the whole within thirty days of the date this Distribution Protocol is approved, or within a reasonable delay thereafter.
17. The Plaintiff will ask the Court to approve a Facebook publicity campaign at Amex's costs. If it is approved, the Claims Administrator will be responsible to implement the decision of the Court.
18. Class Members will have to provide the following information on the claims form:
 - a) Full name of the primary cardholder;
 - b) Current address;
 - c) Former address (if it was different during the Class Period);
 - d) Card number, if available; and
 - e) email address and phone number .
19. At the end of each month, the Claims Administrator will send a list of card numbers or names and addresses to Amex in order for Amex to manually retrieve the account statements for the period of April 17, 2000 to December 31, 2002.
20. Amex will have thirty (30) days, or a reasonable delay thereafter, from the receipt of each list to provide the copies of account statements to the Claims Administrator, if any. Amex will highlight for the Claims Administrator the Fees owing per claim and the Claims Administrator will be responsible to perform a quality control check to ensure that all Fees have been identified correctly, in accordance with industry standards.
21. The Claims Administrator will then calculate the Collective Amount, Fees and Punitive Damages payable to the Class Member and will send the information to Amex and the attorneys for the Parties on a quarterly basis, or within a reasonable delay thereafter.

22. Amex will wire the funds to the Claims Administrator's trust account, within thirty days of such receipt, or within a reasonable delay thereafter.
23. In the event that a claim is rejected, the Claims Administrator will send a rejection notice by email or mail and indicate the reasons why the claim has been denied. In such a case, there will be a thirty (30) day delay for the claimant to either resubmit a corrected claims form or contest the decision before this Court with evidence that the card member is a Class Member.
24. With regard to the Collective Amount, the Class Members who file a claim will share equally in the amount.

A. PAYMENT

25. Within thirty (30) days after the end of the Claims Deadline, the Claims Administrator will render a final accounting.
26. Sixty days following receipt of the final accounting received from the Claims Administrator, or within a reasonable delay thereafter, Amex will credit the Fees and Punitive Damages along with a pro-rated share of the Collective Amount owing to Current Cardholders. The Claims Administrator will distribute the payment to Class Counsel and mail a cheque for the Fees, Punitive Damages and Collective Amount payable to the remaining Class Members;
27. The Claims Administrator will render a final accounting to the Court, within sixty (60) days from the mailing of the cheques, which will be provided to Amex and the Parties' counsel, listing the final list of the Class Members paid in accordance with this Distribution Protocol.

IV. CLAIMS ADMINISTRATOR

28. The Claims Administrator will be responsible for implementing and managing the individual claims process detailed hereinabove;
29. All written communications from the Class Members to the Claims Administrator should be sent to the following address:

The Bruneau Group
390 Rideau St. - Box 20187
Ottawa, ON K1N 9P4

info@bruneaugroup.com

30. Amex will be responsible for all costs associated with the distribution process, including remuneration of the Claims Administrator and publication of notices.