

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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): May 20, 2025

AMERICAN EXPRESS COMPANY

(Exact name of registrant as specified in its charter)

New York
(State or other jurisdiction of incorporation)

1-7657
(Commission File Number)

13-4922250
(IRS Employer Identification No.)

200 Vesey Street,
New York, New York 10285

(Address of principal executive offices and zip code)

(212) 640-2000

(Registrant's telephone number, including area code)

Not Applicable

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

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

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

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. ☐

Item 8.01 Other Events.

Exhibits are filed herewith in connection with the issuance by American Express Company (the “Company”), on May 20, 2025, of €1,000,000,000 aggregate principal amount of 3.433% Fixed-to-Floating Rate Notes due May 20, 2032 (the “Notes”) pursuant to a Prospectus Supplement dated May 13, 2025 to the Prospectus dated February 9, 2024, filed as part of the Company’s Registration Statement on Form S-3 (No. 333-276975). The Notes were issued under a senior indenture, dated as of August 1, 2007, between the Company and The Bank of New York Mellon, as trustee (the “Trustee”), as supplemented by the first supplemental indenture thereto, dated as of February 12, 2021, and the second supplemental indenture thereto, dated as of May 1, 2023, each between the Company and the Trustee.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits:

The following exhibits are incorporated by reference into the Registration Statement as exhibits thereto and are filed as part of this Current Report:

Exhibit	Description
4	Form of Permanent Registered Euro-Denominated Senior Global Note
5	Opinion and Consent of Cleary Gottlieb Steen & Hamilton LLP
23	Consent of Counsel (included in Exhibit 5)
104	The cover page of this Current Report on Form 8-K, formatted as inline XBRL

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

AMERICAN EXPRESS COMPANY
(REGISTRANT)

By: /s/ James J. Killerlane III

Name: James J. Killerlane III

Title: Corporate Secretary

Date: May 20, 2025

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Permanent Registered [] Senior Global Note

THIS NOTE IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A COMMON DEPOSITARY FOR EUROCLEAR BANK SA/NV AND CLEARSTREAM BANKING, S.A. (EACH, A “DEPOSITARY”) OR A NOMINEE THEREOF. UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR NOTES IN DEFINITIVE FORM, THIS NOTE MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE TO THE DEPOSITARY, TO A NOMINEE FOR THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY. UNLESS THIS NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY TO AMERICAN EXPRESS COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY NOTE ISSUED IS REGISTERED IN THE NAME OF THE BANK OF NEW YORK DEPOSITARY (NOMINEES) LIMITED, AS NOMINEE OF THE BANK OF NEW YORK MELLON, LONDON BRANCH, OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY (AND ANY PAYMENT IS MADE TO THE BANK OF NEW YORK MELLON, AS TRUSTEE OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, THE BANK OF NEW YORK DEPOSITARY (NOMINEES) LIMITED, HAS AN INTEREST HEREIN.

AMERICAN EXPRESS COMPANY

[] Notes due ,

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No. **CUSIP:**
CC: **ISIN:**

AMERICAN EXPRESS COMPANY, a New York corporation (hereinafter called the “Company,” which term includes any successor corporation under the Indenture hereinafter referred to), for value received, hereby promises to pay to The Bank of New York Depository (Nominees) Limited, as nominee of The Bank of New York Mellon, London Branch, a common depositary (the “Depositary”) for Euroclear Bank SA/NV (“Euroclear”) and Clearstream Banking, S.A. (“Clearstream”), or their registered assigns, (a) the principal amount shown above and (b) accrued and unpaid interest, if any, on the principal amount then outstanding at the interest rate and on the interest payment dates, each as specified in the prospectus supplement attached hereto as Annex I and delivered herewith (together with any prospectuses, prospectus supplements or other supplements referenced therein (however titled), the “Prospectus”).

Reference is hereby made to the further provisions of this Note set forth on the reverse hereof and in the Prospectus, which further provisions shall have the same effect as though fully set forth in this place.

Unless the certificate of authentication hereon has been executed by or on behalf of the Trustee for the Notes by manual, facsimile or electronic signature, this Note shall not be entitled to any benefit under the Indenture, or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, AMERICAN EXPRESS COMPANY has caused this instrument to be duly executed.

Dated: ,

TRUSTEE’S CERTIFICATE
OF AUTHENTICATION

AMERICAN EXPRESS COMPANY

This is one of the Securities described
in the within-mentioned Indenture.

By: _____

Attest:

By: _____

THE BANK OF NEW YORK MELLON
as Trustee

By: _____

(Reverse of Global Note)

AMERICAN EXPRESS COMPANY

[] Notes due ,

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No.

This Note is one of a duly authorized issue of debentures, notes or other evidences of indebtedness (hereinafter called “Securities”) of the Company of the series hereinafter specified, all such Securities issued and to be issued under an indenture dated as of August 1, 2007, between the Company and The Bank of New York Mellon (formerly known as The Bank of New York), as Trustee (the “Trustee”), as supplemented by the first supplemental indenture dated as of February 12, 2021 and the second supplemental indenture dated as of May 1, 2023, each between the Company and the Trustee (as so supplemented and as may be further supplemented from time to time, hereinafter called the “Indenture”), to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the rights and limitation of rights thereunder of the Holders of Securities and of the rights, obligations, duties and immunities of the Trustee for each series of Securities and of the Company, and the terms upon which Securities are and are to be authenticated and delivered. As provided in the Indenture, Securities may be issued in one or more series, which different series may be issued in various aggregate principal amounts, may be denominated in currencies other than U.S. dollars (including composite currencies), may mature at different times, may bear interest, if any, at different rates, may be subject to different redemption or repurchase provisions, if any, may be subject to different sinking, purchase or analogous funds, if any, may be subject to different covenants, Events of Default or Covenant Breaches and may otherwise vary as in the Indenture provided or permitted. This Note is one of a series of the Securities designated [] Notes due , (the “Notes”). Additional notes on the same terms and conditions and with the same CUSIP number as those of the Notes may be issued by the Company without the consent of the Holders of the Notes. Such further notes shall be consolidated and form a single series with the Notes.

Initially, The Bank of New York, London Branch, will act as Paying Agent. The Company may change the Paying Agent without notice to any Holder. Payment of the principal of, and interest on, this Note will be made in immediately available funds at the office or agency of the Paying Agent maintained for that purpose in London, England; *provided, however*, that (A) at the option of the Company payment of interest on any Note issued in definitive form will be payable (i) by a check mailed to the address of the person entitled thereto as such address shall appear in the Security Register, or (ii) by wire transfer in immediately available funds at the place and to the account as the Person entitled thereto may designate, as specified in the Security Register in writing no later than the fifteenth day immediately preceding the relevant Interest Payment Date and (B) payment on any Note issued as a Global Security deposited with, or on behalf of, a common depositary, and registered in the name of the common depositary (or its nominee) for the accounts of Clearstream and Euroclear will be made through the facilities of the common depositary.

Except as specified in the Prospectus, all payments of principal and interest, including payments made upon any redemption of the Notes, and additional amounts, if any, in respect of the Notes will be payable in euros.

Redemption

If so specified in the Prospectus, the Company may, at its option, redeem this Note in whole or in part, on the redemption date specified in the Prospectus and at the redemption price specified therein. Provisions regarding requirements and procedures for redemption, if other than as set forth in the Indenture, will be set forth in the Prospectus.

Unless otherwise specified in the Prospectus, this Note will not be subject to any sinking fund.

Other Terms

The Indenture contains provisions for defeasance and discharge at the Company's option of either the entire principal of all the Notes of any series or of certain covenants in the Indenture upon compliance by the Company with certain conditions set forth therein.

If an Event of Default with respect to the Notes, as defined in the Indenture, shall occur and be continuing, the principal of all the Notes may be declared due and payable in the manner and with the effect provided in the Indenture. No other defaults under or breaches of the Indenture or terms of the Notes will result in an Event of Default, whether after notice, the passage of time or otherwise, and therefore none of such events (even if constituting a Covenant Breach) will result in a right of acceleration of payment of the outstanding principal amount of the Notes.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Notes under the Indenture at any time by the Company and the Trustee with the consent of the Holders of not less than a majority in aggregate principal amount of the Notes at the time Outstanding of each series affected thereby. The Indenture also permits, with certain exceptions as therein provided, the Holders of not less than a majority in aggregate principal amount of outstanding Notes of any series, on behalf of the holders of all the Notes of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences with respect to a series. Any such consent or waiver by the Holder of this Note shall be conclusive and binding upon such Holder and upon all future Holders of this Note and of any Note issued upon the transfer hereof or in exchange hereof or in lieu hereof, whether or not notation of such consent or waiver is made upon this Note.

No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of (and premium, if any) and interest on this Note at the times, place and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain exceptions therein set forth, the transfer of this Note is registrable on the Securities Register of the Company, upon surrender of this Note for registration of transfer at the office or agency of the Trustee to be maintained for that purpose in the City of New York, New York, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Securities Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Notes, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Notes are issuable only in registered form without coupons in denominations set forth in the Prospectus. As provided in the Indenture and subject to certain limitations therein set forth, Notes are exchangeable for a like aggregate principal amount of Notes of a like tenor and of a different authorized denomination, as requested by the Holder surrendering the same.

This Note is a Global Security and will only be exchangeable for a Note in definitive form if (i) the Depositary with respect to this Global Security notifies the Company in writing that it is unwilling or unable to continue as Depositary for such Global Security and the Company does not appoint a successor Depositary within 90 days, or if both Clearstream and Euroclear have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor clearing system is available (ii) the Company executes and delivers to the Trustee a Company Order that this Global Security shall be so transferable and exchangeable or (iii) there shall have occurred and be continuing an Event of Default with respect to the Notes.

No service charge shall be made for any such transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the registration of such transfer or exchange, other than certain exchanges not involving any transfer.

In case this Note shall at any time become mutilated, destroyed, stolen or lost and this Note or evidence of the loss, theft, or destruction hereof (together with such indemnity and such other documents or proof as may be required by the Company or the Trustee) shall be delivered to the principal corporate trust office of the Trustee, a new Note of like tenor and Principal Amount will be issued by the Company in exchange for, or in lieu of, this Note. All expenses and reasonable charges associated with procuring such indemnity and with the preparation, authentication and delivery of a new Note shall be borne by the holder of this Note.

Holders of Securities may not enforce their rights pursuant to the Indenture or the Note except as provided in the Indenture.

All terms used in this Note that are defined in the Indenture shall have the meanings assigned to them in the Indenture, and all terms used in this Note that are defined in the Prospectus shall have the meanings assigned to them in the Prospectus. In the event of any inconsistency between the definitions in the Indenture and the definitions in the Prospectus, the definitions in the Prospectus shall govern.

This Note shall for all purposes be governed by, and construed in accordance with, the laws of the State of New York.

Prior to due presentment for registration of transfer, the Company, the Trustee for the Notes and any agent of the Company or such Trustee may treat the Person in whose name this Note is registered as the Holder hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this Note be overdue, and neither the Company, such Trustee nor any such agent shall be affected by notice to the contrary.

Annex I

CLEARY GOTTlieb STEEN & HAMILTON LLP

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 PARIS
 ROME

May 20, 2025

American Express Company
 200 Vesey Street
 New York, New York 10285

Ladies and Gentlemen:

We have acted as special counsel to American Express Company, a New York corporation (the "Company"), in connection with its offering pursuant to a registration statement on Form S-3 (No. 333-276975) of €1,000,000,000 aggregate principal amount of the Company's 3.433% Fixed-to-Floating Rate Notes due May 20, 2032 (the "Securities"). Such registration statement, as amended as of its most recent effective date (May 13, 2025), insofar as it relates to the Securities (as determined for purposes of Rule 430B(f)(2) under the Securities Act of 1933, as amended (the "Securities Act")), is herein called the "Registration Statement," and the related prospectus, dated February 9, 2024, as supplemented by the prospectus supplement thereto, dated May 13, 2025, is herein called the "Prospectus." The Securities were issued under a senior indenture, dated as of August 1, 2007 (the "Base Indenture"), between the Company and The Bank of New York Mellon, as trustee (the "Trustee"), as supplemented by the first supplemental indenture thereto dated as of February 12, 2021 (the "First Supplemental Indenture") and by the second supplemental indenture thereto dated as of May 1, 2023 (the "Second Supplemental Indenture" and the Base Indenture as supplemented by the First Supplemental Indenture and the Second Supplemental Indenture, the "Indenture"), each between the Company and the Trustee.

In arriving at the opinions expressed below, we have reviewed the following documents:

- (a) an executed copy of the terms agreement, dated May 13, 2025, between the Company and the several underwriters named in Schedule I thereto, and the American Express Company – Debt Securities – Underwriting Agreement Basic Provisions incorporated by reference therein;
- (b) the Registration Statement;
- (c) the Prospectus;
- (d) an executed copy of the Indenture; and

(e) a copy of the Securities in global form as executed by the Company and authenticated by the Trustee.

In addition, we have reviewed the originals or copies certified or otherwise identified to our satisfaction of all such corporate records of the Company and such other documents, and we have made such investigations of law, as we have deemed appropriate as a basis for the opinion expressed below.

In rendering the opinion expressed below, we have assumed the authenticity of all documents submitted to us as originals and the conformity to the originals of all documents submitted to us as copies. In addition, we have assumed and have not verified the accuracy as to factual matters of each document we have reviewed.

Based on the foregoing, and subject to the further assumptions and qualifications set forth below, it is our opinion that the Securities have been validly issued by the Company and are the valid, binding and enforceable obligations of the Company, entitled to the benefits of the Indenture.

Insofar as the foregoing opinion relates to the validity, binding effect or enforceability of any agreement or obligation of the Company, (a) we have assumed that the Company and each other party to such agreement or obligation has satisfied those legal requirements that are applicable to it to the extent necessary to make such agreement or obligation enforceable against it (except that no such assumption is made as to the Company regarding matters of the law of the State of New York) and (b) such opinion is subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and to general principles of equity.

We note that by statute, the law of the State of New York provides that a judgment or decree rendered in a currency other than the currency of the United States shall be converted into U.S. dollars at the rate of exchange prevailing on the date of entry of the judgment or decree. There is no corresponding Federal statute and no controlling Federal court decision on this issue. Accordingly, we express no opinion as to whether a Federal court would award a judgment in a currency other than U.S. dollars or, if it did so, whether it would order conversion of the judgment into U.S. dollars.

The foregoing opinion is limited to the law of the State of New York.

We hereby consent to the filing of this opinion as an exhibit to the Company's Current Report on Form 8-K dated May 20, 2025 and to the use of our name under the caption "Legal Matters" in the Registration Statement and the Prospectus. In giving such consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Securities and Exchange Commission thereunder.

Very truly yours,

CLEARY GOTTlieb STEEN & HAMILTON LLP

By

/s/ Francesca L. Odell

Francesca L. Odell, a Partner