

REFINITIV

DELTA REPORT

10-Q

FIS WI - FIDELITY NATIONAL INFORMA
10-Q - JUNE 30, 2024 COMPARED TO 10-Q - MARCH 31, 2024

The following comparison report has been automatically generated

TOTAL DELTAS	3059
CHANGES	150
DELETIONS	624
ADDITIONS	2285

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

Form 10-Q

☒ QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended **March 31, 2024** **June 30, 2024**

Or

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission File No. 001-16427

Fidelity National Information Services, Inc.

(Exact name of registrant as specified in its charter)

Georgia

(State or other jurisdiction of incorporation or organization)

37-1490331

(I.R.S. Employer Identification No.)

347 Riverside Avenue

Jacksonville

Florida

(Address of principal executive offices)

32202

(Zip Code)

(904) 438-6000

(Registrant's telephone number, including area code)

(Former Name or Former Address, if Changed Since Last Report)

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.01 per share	FIS	New York Stock Exchange
1.100% Senior Notes due 2024	FIS24A	New York Stock Exchange
0.625% Senior Notes due 2025	FIS25B	New York Stock Exchange
1.500% Senior Notes due 2027	FIS27	New York Stock Exchange
1.000% Senior Notes due 2028	FIS28	New York Stock Exchange
2.250% Senior Notes due 2029	FIS29	New York Stock Exchange
2.000% Senior Notes due 2030	FIS30	New York Stock Exchange
3.360% Senior Notes due 2031	FIS31	New York Stock Exchange
2.950% Senior Notes due 2039	FIS39	New York Stock Exchange

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

☒

Accelerated filer

☐

Non-accelerated filer

☐

Smaller reporting company

☐

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. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act) YES ☐ NO ☒

As of May 3, 2024 August 2, 2024, 556,251,447 545,565,929 shares of the Registrant's Common Stock were outstanding.

FORM 10-Q

QUARTERLY REPORT

Quarter Ended March 31, 2024 June 30, 2024

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FIDELITY NATIONAL INFORMATION SERVICES, INC.

AND SUBSIDIARIES

Condensed Consolidated Balance Sheets

(In millions, except per share amounts)

(Unaudited)

	March 31, 2024	December 31, 2023
	June 30, 2024	December 31, 2023
ASSETS	ASSETS	ASSETS
Current assets:	Current assets:	Current assets:

(Unaudited)

	Three months ended June 30,		Six months ended June 30,	
	2024	2023	2024	2023
Revenue				
Revenue				
Revenue				
Cost of revenue				
Cost of revenue				
Cost of revenue				
Gross profit				
Gross profit				
Gross profit				
Selling, general, and administrative expenses				
Selling, general, and administrative expenses				
Selling, general, and administrative expenses				
Asset impairments				
Asset impairments				
Asset impairments				
Other operating (income) expense, net - related party				
Other operating (income) expense, net - related party				
Other operating (income) expense, net - related party				
Operating income (loss)				
Operating income (loss)				
Operating income (loss)				
Other income (expense):				
Other income (expense):				
Other income (expense):				
Interest expense, net				
Interest expense, net				
Interest expense, net				
Other income (expense), net				
Other income (expense), net				
Other income (expense), net				
Total other income (expense), net				
Total other income (expense), net				
Total other income (expense), net				
Earnings (loss) before income taxes and equity method investment earnings (loss)				
Earnings (loss) before income taxes and equity method investment earnings (loss)				
Earnings (loss) before income taxes and equity method investment earnings (loss)				
Provision (benefit) for income taxes				
Provision (benefit) for income taxes				
Provision (benefit) for income taxes				
Equity method investment earnings (loss), net of tax				
Equity method investment earnings (loss), net of tax				
Equity method investment earnings (loss), net of tax				
Net earnings (loss) from continuing operations				
Net earnings (loss) from continuing operations				
Net earnings (loss) from continuing operations				
Earnings (loss) from discontinued operations, net of tax				
Earnings (loss) from discontinued operations, net of tax				
Earnings (loss) from discontinued operations, net of tax				

Net earnings (loss)
Net earnings (loss)
Net earnings (loss)
Net (earnings) loss attributable to noncontrolling interest from continuing operations
Net (earnings) loss attributable to noncontrolling interest from continuing operations
Net (earnings) loss attributable to noncontrolling interest from continuing operations
Net (earnings) loss attributable to noncontrolling interest from discontinued operations
Net (earnings) loss attributable to noncontrolling interest from discontinued operations
Net (earnings) loss attributable to noncontrolling interest from discontinued operations
Net earnings (loss) attributable to FIS common stockholders
Net earnings (loss) attributable to FIS common stockholders
Net earnings (loss) attributable to FIS common stockholders
Net earnings (loss) attributable to FIS:
Net earnings (loss) attributable to FIS:
Net earnings (loss) attributable to FIS:
Continuing operations
Continuing operations
Continuing operations
Discontinued operations
Discontinued operations
Discontinued operations
Total
Total
Total
Basic earnings (loss) per common share attributable to FIS:
Basic earnings (loss) per common share attributable to FIS:
Basic earnings (loss) per common share attributable to FIS:
Continuing operations
Continuing operations
Continuing operations
Discontinued operations
Discontinued operations
Discontinued operations
Total
Total
Total
Diluted earnings (loss) per common share attributable to FIS:
Diluted earnings (loss) per common share attributable to FIS:
Diluted earnings (loss) per common share attributable to FIS:
Continuing operations
Continuing operations
Continuing operations
Discontinued operations
Discontinued operations
Discontinued operations
Total
Total
Total
Weighted average common shares outstanding:
Weighted average common shares outstanding:
Weighted average common shares outstanding:

Basic
Basic
Basic
Diluted
Diluted
Diluted

Amounts in table may not sum or calculate due to rounding.

See accompanying notes, which are an integral part of these unaudited condensed consolidated financial statements.

FIDELITY NATIONAL INFORMATION SERVICES, INC.

AND SUBSIDIARIES

Condensed Consolidated Statements of Comprehensive Earnings (Loss)

(In millions)

(Unaudited)

	Three months ended June 30,		Six months ended June 30,	
	2024	2023	2024	2023
Net earnings (loss)				
Net earnings (loss)				
Net earnings (loss)				
Other comprehensive earnings (loss), before tax:				
Other comprehensive earnings (loss), before tax:				
Other comprehensive earnings (loss), before tax:				
Foreign currency translation adjustments				
Foreign currency translation adjustments				
Foreign currency translation adjustments				
Change in fair value of net investment hedges				
Change in fair value of net investment hedges				
Change in fair value of net investment hedges				
Excluded components of fair value hedges				
Excluded components of fair value hedges				
Excluded components of fair value hedges				
Reclassification of foreign currency translation adjustments to net earnings (loss) from discontinued operations				
Reclassification of foreign currency translation adjustments to net earnings (loss) from discontinued operations				
Reclassification of foreign currency translation adjustments to net earnings (loss) from discontinued operations				
Share of equity method investment other comprehensive earnings (loss)				
Share of equity method investment other comprehensive earnings (loss)				
Share of equity method investment other comprehensive earnings (loss)				
Other adjustments				
Other adjustments				
Other adjustments				
Other comprehensive earnings (loss), before tax				
Other comprehensive earnings (loss), before tax				
Other comprehensive earnings (loss), before tax				
Provision for income tax (expense) benefit related to items of other comprehensive earnings (loss)				
Provision for income tax (expense) benefit related to items of other comprehensive earnings (loss)				
Provision for income tax (expense) benefit related to items of other comprehensive earnings (loss)				
Other comprehensive earnings (loss), net of tax				
Other comprehensive earnings (loss), net of tax				
Other comprehensive earnings (loss), net of tax				
Comprehensive earnings (loss)				
Comprehensive earnings (loss)				

Comprehensive earnings (loss)
Net (earnings) loss attributable to noncontrolling interest
Net (earnings) loss attributable to noncontrolling interest
Net (earnings) loss attributable to noncontrolling interest
Comprehensive earnings (loss) attributable to FIS common stockholders
Comprehensive earnings (loss) attributable to FIS common stockholders
Comprehensive earnings (loss) attributable to FIS common stockholders

See accompanying notes, which are an integral part of these unaudited condensed consolidated financial statements.

FIDELITY NATIONAL INFORMATION SERVICES, INC.
AND SUBSIDIARIES
Condensed Consolidated Statements of Equity
Three and six months ended June 30, 2024
(In millions, except per share amounts)
(Unaudited)

	Amount								
	FIS Stockholders								
	Number of shares		Accumulated						
			Additional		other			Noncontrolling	Total
	Common	Treasury	Common	paid in	Retained	comprehensive	Treasury		
	shares	shares	stock	capital	earnings	earnings (loss)	stock	interest	equity
Balances, March 31, 2024	632	(69)	\$ 6	\$ 46,968	\$ (22,347)	\$ (432)	\$ (6,174)	\$ 4	\$ 18,025
Issuance of restricted stock	1	—	—	—	—	—	—	—	—
Purchases of treasury stock	—	(15)	—	—	—	—	(1,082)	—	(1,082)
Treasury shares held for taxes due upon exercise of stock awards	—	—	—	—	—	—	(20)	—	(20)
Stock-based compensation	—	—	—	56	—	—	—	—	56
Cash dividends declared (\$0.36 per share per quarter) and other distributions	—	—	—	—	(200)	—	—	(1)	(201)
Sale of Worldpay noncontrolling interest	—	—	—	—	—	—	—	—	—
Net earnings (loss)	—	—	—	—	243	—	—	1	244
Other comprehensive earnings (loss), net of tax	—	—	—	—	—	19	—	—	19
Balances, June 30, 2024	633	(84)	\$ 6	\$ 47,024	\$ (22,304)	\$ (413)	\$ (7,276)	\$ 4	\$ 17,041

	Amount								
	FIS Stockholders								
	Number of shares		Accumulated						
			Additional		other			Noncontrolling	Total
	Common	Treasury	Common	paid in	Retained	comprehensive	Treasury		
	shares	shares	stock	capital	earnings	earnings (loss)	stock	interest	equity
Balances, December 31, 2023	631	(48)	\$ 6	\$ 46,935	\$ (22,864)	\$ (260)	\$ (4,724)	\$ 6	\$ 19,099
Issuance of restricted stock	2	—	—	—	—	—	—	—	—
Exercise of stock options	—	—	—	1	—	—	—	—	1
Purchases of treasury stock	—	(36)	—	—	—	—	(2,501)	—	(2,501)
Treasury shares held for taxes due upon exercise of stock awards	—	—	—	—	—	—	(51)	—	(51)
Stock-based compensation	—	—	—	88	—	—	—	—	88
Cash dividends declared (\$0.36 per share per quarter) and other distributions	—	—	—	—	(408)	—	—	(1)	(409)
Sale of Worldpay noncontrolling interest	—	—	—	—	—	—	—	(2)	(2)
Net earnings (loss)	—	—	—	—	968	—	—	1	969
Other comprehensive earnings (loss), net of tax	—	—	—	—	—	(153)	—	—	(153)
Balances, June 30, 2024	633	(84)	\$ 6	\$ 47,024	\$ (22,304)	\$ (413)	\$ (7,276)	\$ 4	\$ 17,041

See accompanying notes, which are an integral part of these unaudited condensed consolidated financial statements.

FIDELITY NATIONAL INFORMATION SERVICES, INC.
AND SUBSIDIARIES
Condensed Consolidated Statements of Equity
Three and six months ended March 31, 2024 and 2023 June 30, 2023
(In millions, except per share amounts)
(Unaudited)

	Amount									
	FIS Stockholders									
	Number of shares		Accumulated other							
	Common	Treasury	Common	paid in	Retained	comprehensive	Treasury	Noncontrolling	Total	
	shares	shares	stock	capital	earnings	earnings (loss)	stock	interest (1)	equity	
Balances, December 31, 2023	631	(48)	\$ 6	\$ 46,935	\$ (22,864)	\$ (260)	\$ (4,724)	\$ 6	\$ 19,099	
Issuance of restricted stock	1	—	—	—	—	—	—	—	—	
Exercise of stock options	—	—	—	1	—	—	—	—	1	
Purchases of treasury stock	—	(21)	—	—	—	—	(1,432)	—	(1,432)	
Treasury shares held for taxes due upon exercise of stock awards	—	—	—	—	—	—	(18)	—	(18)	
Stock-based compensation	—	—	—	32	—	—	—	—	32	
Sale of Worldpay noncontrolling interest	—	—	—	—	—	—	—	(2)	(2)	
Cash dividends declared (\$0.36 per share per quarter) and other distributions	—	—	—	—	(207)	—	—	(1)	(208)	
Net earnings (loss)	—	—	—	—	724	—	—	1	725	
Other comprehensive earnings (loss), net of tax	—	—	—	—	—	(172)	—	—	(172)	
Balances, March 31, 2024	632	(69)	\$ 6	\$ 46,968	\$ (22,347)	\$ (432)	\$ (6,174)	\$ 4	\$ 18,025	

	Amount									
	FIS Stockholders									
	Number of shares		Accumulated other							
	Common	Treasury	Common	paid in	Retained	comprehensive	Treasury	Noncontrolling	Total	
	shares	shares	stock	capital	earnings	earnings (loss)	stock	interest	equity	
Balances, March 31, 2023	631	(39)	\$ 6	\$ 46,802	\$ (15,141)	\$ (364)	\$ (4,206)	\$ 7	\$ 27,104	
Treasury shares held for taxes due upon exercise of stock awards	—	—	—	—	—	—	(1)	—	(1)	
Stock-based compensation	—	—	—	44	—	—	—	—	44	
Cash dividends declared (\$0.52 per share per quarter) and other distributions	—	—	—	—	(311)	—	—	(2)	(313)	
Net earnings (loss)	—	—	—	—	(6,596)	—	—	2	(6,594)	
Other comprehensive earnings (loss), net of tax	—	—	—	—	—	33	—	—	33	
Balances, June 30, 2023	631	(39)	\$ 6	\$ 46,846	\$ (22,048)	\$ (331)	\$ (4,207)	\$ 7	\$ 20,273	

	Amount											Amount								
	FIS Stockholders											FIS Stockholders								
	Number of shares		Accumulated other									Number of shares		Accumulated other						
	Common	Treasury	Common	Additional	paid in	Retained	earnings	comprehensive	Treasury	Noncontrolling		Total	Common	Treasury	Additional	Common	paid in	Retained	comprehensive	
	shares	shares	stock	capital	earnings	earnings (loss)	stock	Interest (1)	equity	shares		shares	stock	capital	earnings	earnings (loss)				
Balances, December 31, 2022																				
Issuance of restricted stock																				

Exercise of stock options
Treasury shares held for taxes due upon exercise of stock awards
Stock-based compensation
Cash dividends declared (\$0.52 per share per quarter) and other distributions
Other
Net earnings (loss)
Other comprehensive earnings (loss), net of tax
Balances, March 31, 2023
Balances, June 30, 2023

(1) Excludes redeemable noncontrolling interest that is not considered equity.

See accompanying notes, which are an integral part of these unaudited condensed consolidated financial statements.

FIDELITY NATIONAL INFORMATION SERVICES, INC.
AND SUBSIDIARIES
Condensed Consolidated Statements of Cash Flows - (Unaudited)
(In (In millions)

	Three months ended March 31,		Six months ended June 30,	
	2024	2023	2024	2023
Cash flows from operating activities:				
Net earnings (loss)				
Net earnings (loss)				
Net earnings (loss)				
Less earnings (loss) from discontinued operations, net of tax				
Net earnings (loss) from continuing operations				
Adjustment to reconcile net earnings (loss) from continuing operations to net cash provided by operating activities:	Adjustment to reconcile net earnings (loss) from continuing operations to net cash provided by operating activities:		Adjustment to reconcile net earnings (loss) from continuing operations to net cash provided by operating activities:	
Depreciation and amortization				
Amortization of debt issuance costs				
Asset impairments				
Loss on extinguishment of debt				
Loss (gain) on sale of businesses, investments and other				
Stock-based compensation				
Loss from equity method investment				
Deferred income taxes				

Net changes in assets and liabilities, net of effects from acquisitions and foreign currency:	Net changes in assets and liabilities, net of effects from acquisitions and foreign currency:	Net changes in assets and liabilities, net of effects from acquisitions and foreign currency:
Trade and other receivables		
Receivable from related party		
Settlement activity		
Prepaid expenses and other assets		
Deferred contract costs		
Deferred revenue		
Accounts payable, accrued liabilities and other liabilities		
Net cash provided by operating activities from continuing operations		
Cash flows from investing activities:	Cash flows from investing activities:	Cash flows from investing activities:
Additions to property and equipment		
Additions to software		
Settlement of net investment hedge cross-currency interest rate swaps		
Net proceeds from sale of businesses and investments		
Cash divested from sale of business		
Acquisitions, net of cash acquired		
Other investing activities, net		
Net cash provided by (used in) investing activities		
Cash flows from financing activities from continuing operations:	Cash flows from financing activities from continuing operations:	Cash flows from financing activities from continuing operations:
Borrowings		
Repayment of borrowings and other financing obligations		
Debt issuance costs		
Net proceeds from stock issued under stock-based compensation plans		
Treasury stock activity		
Dividends paid		
Purchase of noncontrolling interest		
Other financing activities, net		
Net cash provided by (used in) financing activities from continuing operations		
Discontinued operations		
Net cash provided by (used in) operating activities		
Net cash provided by (used in) operating activities		
Net cash provided by (used in) operating activities		
Net cash provided by (used in) investing activities		
Net cash provided by (used in) financing activities		
Net cash provided by (used in) discontinued operations		
Effect of foreign currency exchange rate changes on cash from continuing operations		
Effect of foreign currency exchange rate changes on cash from discontinued operations		
Net increase (decrease) in cash, cash equivalents and restricted cash		
Cash, cash equivalents and restricted cash, beginning of period		
Cash, cash equivalents and restricted cash, end of period		
Supplemental cash flow information:	Supplemental cash flow information:	Supplemental cash flow information:
Cash paid for interest		
Cash paid for income taxes		

See accompanying notes, which are an integral part of these unaudited condensed consolidated financial statements.

**FIDELITY NATIONAL INFORMATION SERVICES, INC.
AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)**

Unless stated otherwise or the context otherwise requires, all references to "FIS," "we," "our," "us," the "Company" or the "registrant" are to Fidelity National Information Services, Inc., a Georgia corporation, and its subsidiaries.

(1) Basis of Presentation

The unaudited financial information included in this report includes the accounts of FIS and its subsidiaries prepared in accordance with U.S. generally accepted accounting principles and the instructions to Form 10-Q and Article 10 of Regulation S-X. All adjustments considered necessary for a fair presentation have been included. This report should be read in conjunction with the Company's Annual Report on Form 10-K for the year ended December 31, 2023.

The preparation of these consolidated financial statements in conformity with United States ("U.S.") generally accepted accounting principles ("GAAP") and the related rules and regulations of the U.S. Securities and Exchange Commission ("SEC" or "Commission") requires our management to make estimates, judgments and assumptions that affect the reported amounts of assets and liabilities and the related disclosure of contingent assets and liabilities as of the date of the consolidated financial statements and the reported amounts of revenue and expenses during the reported periods. The inputs into management's critical and significant accounting estimates consider the economic impact of inflation and economic growth rates. These estimates may change as new events occur and additional information is obtained. Future actual results could differ materially from these estimates. To the extent that there are differences between these estimates, judgments and assumptions and actual results, our consolidated financial statements will be affected.

On January 31, 2024, the Company completed the previously announced sale ("the Worldpay Sale") of a 55% equity interest in its Worldpay Merchant Solutions business to private equity funds managed by GTCR, LLC (such funds, the "Buyer"). FIS retains a non-controlling 45% ownership interest in a new standalone joint venture, Worldpay Holdco, LLC ("Worldpay"), following the closing of the Worldpay Sale. FIS' share of the net income (loss) of Worldpay is reported as equity method investment earnings (loss), net of tax. The net cash proceeds received by FIS, net of estimated closing adjustments and transaction costs, are presented as investing cash flows within continuing operations on the consolidated statement of cash flows. See Note 4 for information regarding the **the** equity method investment earnings (loss), net of tax, for the **the** period from **February 1 February 1, 2024**, through **March 31, 2024 June 30, 2024**.

During the third quarter of fiscal year 2023, the Company analyzed quantitative and qualitative factors relevant to the Worldpay Merchant Solutions disposal group in accordance with Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 205-20 and determined that the accounting criteria to be classified as held for sale were met, when a definitive purchase agreement was signed. Accordingly, the assets and liabilities of the disposal group are presented separately on the consolidated balance sheets for all periods presented. In addition, the disposition represents a strategic shift that will have a major impact on the Company's operations and financial results. As a result, the operating results of the Worldpay Merchant Solutions business prior to the closing of the Worldpay Sale have been reflected as discontinued operations for all periods presented and, as such, have been excluded from continuing operations and segment results.

The Worldpay Merchant Solutions business included the former Merchant Solutions segment, in addition to a business previously included in the Corporate and Other segment, which have been reflected as discontinued operations for all periods presented. Accordingly, the Company no longer reports the Merchant Solutions segment; it now reports its financial performance based on the following segments: Banking Solutions ("Banking"), Capital Market Solutions ("Capital Markets") and Corporate and Other. As a result of its ongoing portfolio assessments, the Company reclassified certain non-strategic operations from Banking to Corporate and Other during the quarter ended December 31, 2023. The Company recast all prior-period segment information presented to reflect these reclassifications. See Note 13 for more information regarding our segments.

Certain reclassifications have been made in the 2023 consolidated financial statements to conform to the classifications used in 2024. The consolidated statements of cash flows for the **three six** months ended **March 31, 2024 June 30, 2024**, are presented on a continuing operations basis, with summarized cash flows from discontinued operations for operating, investing and financing activities shown separately. The consolidated statement of cash flows for the **three six** months ended **March 31, 2023 June 30, 2023**, has been reclassified to conform to the 2024 presentation.

Amounts in tables in the financial statements and accompanying footnotes may not sum or calculate due to rounding.

**FIDELITY NATIONAL INFORMATION SERVICES, INC.
AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)**

(2) Summary of Significant Accounting Policies

The Company adopted the following new significant accounting policy during **the first quarter of 2024**. See our Annual Report on Form 10-K for the fiscal year ended December 31, 2023, for a complete summary of our significant accounting policies.

Equity Method Investment

The Company reports its investments in unconsolidated entities over whose operating and financial policies the Company has the ability to exercise significant influence, but not control, under the equity method of accounting. Equity method investments are initially recorded at cost and are included in Equity method investment on the consolidated balance sheet. Under this method of accounting, the Company's pro rata share of the investee's earnings or losses is reported in Equity method investment earnings (loss), net of tax, in the

consolidated statement of earnings (loss). The Company also reports its investor-level tax impact relating to equity method investments as a component of Equity method investment earnings (loss) in the consolidated statement of earnings (loss). The Company monitors its investments for other-than-temporary impairment by considering factors such as current economic and market conditions and the operating performance of the investees and records reductions in carrying values when necessary. Equity method investees are considered related parties of the Company.

Distributions received from our equity method investments are recorded as reductions in the carrying value of such investments and are classified on the consolidated statement of cash flows pursuant to the cumulative earnings approach. Under this approach, the distributions should be classified as either a return on investment, which would be included in operating activities, or a return of investment, which would be included in investing activities. Any distributions received up to the amount of cumulative equity in earnings of the investee would be considered a return on investment and classified in operating activities. Any distributions in excess of cumulative equity in earnings of the investee would be considered a return of investment and classified in investing activities. Thus, to the extent our equity in earnings of the investee reflects cumulative losses, the distributions are considered a return of investment and classified in investing activities.

(3) Discontinued Operations

Sale of Worldpay Merchant Solutions Business

As discussed in Note 1, the Company completed the Worldpay Sale on January 31, 2024. The results of the Worldpay Merchant Solutions business prior to the completion of the Worldpay Sale have been presented as discontinued operations. The assets and liabilities of our Worldpay Brazil and RealNet subsidiaries, the value of which was included as part of the Worldpay Sale, were not conveyed in the closing and are expected to be transferred as soon as all regulatory approvals have been received. These assets and liabilities continue to be reported as assets held for sale, and their related earnings (loss) are deemed immaterial, reported in Earnings (loss) from discontinued operations, net of tax on the consolidated statements of earnings (loss).

The following table represents a reconciliation of the major components of Earnings (loss) from discontinued operations, net of tax, presented in the consolidated statements of earnings (loss), reflecting activity through January 31, 2024 (the date for the Worldpay Sale closed) three and six months ended June 30, 2024 (in millions). The Company's presentation of earnings (loss) from discontinued operations excludes general corporate overhead costs that were historically allocated to the Worldpay Merchant Solutions business. Additionally, beginning on July 5, 2023, the Company stopped amortization of long-lived assets held for sale in accordance with ASC 360.

	One month ended January 31, 2024	Three months ended March 31, 2023
Major components of earnings (loss) from discontinued operations before income taxes:		
Revenue	\$ 403	\$ 1,113
Cost of revenue	(63)	(600)
Selling, general, and administrative expenses	(155)	(487)
Interest income (expense), net	1	5
Other, net	(4)	24
Earnings (loss) from discontinued operations related to major components of pretax earnings (loss)	182	55
Loss on sale of disposal group	(466)	—
Earnings (loss) from discontinued operations	(284)	55
Provision (benefit) for income taxes	(991)	11
Earnings (loss) from discontinued operations, net of tax attributable to FIS	\$ 707	\$ 44

**FIDELITY NATIONAL INFORMATION SERVICES, INC.
AND SUBSIDIARIES
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	Three months ended June 30,		Six months ended June 30,	
	2024	2023	2024	2023
Major components of earnings (loss) from discontinued operations before income taxes:				
Revenue	\$ 4	\$ 1,322	\$ 406	\$ 2,435
Cost of revenue	(2)	(670)	(64)	(1,270)
Selling, general, and administrative expenses	—	(479)	(155)	(965)
Asset impairments	—	(6,840)	—	(6,840)
Interest income (expense), net	—	7	1	11
Other, net	(1)	23	(4)	48

Earnings (loss) from discontinued operations related to major components of pretax earnings (loss)	1	(6,637)	184	(6,581)
Loss on sale of disposal group	—	—	(466)	—
Earnings (loss) from discontinued operations	1	(6,637)	(282)	(6,581)
Provision (benefit) for income taxes	—	43	(991)	55
Earnings (loss) from discontinued operations, net of tax attributable to FIS	\$ 1	\$ (6,680)	\$ 709	\$ (6,636)

Loss A loss on sale of disposal group of \$466 million was recorded upon closing of the Worldpay Sale and reflects the impact of the excess of the carrying value of the disposal group over the estimated fair value less cost to sell. Upon closing of the Worldpay Sale, the Company also recorded a tax benefit of \$991 million primarily from the write-off

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of U.S. deferred tax liabilities that were not transferred in the Worldpay Sale, net of the estimated current U.S. tax cost that the Company expects to incur as a result of the Worldpay Sale and which was Sale. The estimated U.S. tax cost remains unchanged from the amount recorded as of March 31, 2024, based on available data and management determinations as of March 31, 2024 June 30, 2024. Post-closing selling price adjustments and completion of other purchase agreement provisions in connection with the Worldpay Sale could result in further adjustments to the loss on sale amount and the estimated U.S. tax impact cost.

The following table represents the major classes of assets and liabilities of the disposal group classified as held for sale presented in the consolidated balance sheets as of March 31, 2024 June 30, 2024, and December 31, 2023 (in millions). Assets held for sale are reported at the lower of their carrying value or fair value less cost to sell and are not depreciated or amortized.

	March 31, 2024	December 31, 2023
Major classes of assets included in discontinued operations:		
Cash and cash equivalents	\$ 47	\$ 1,380
Settlement assets	891	6,727
Trade receivables, net of allowance for credit losses of \$— and \$52	3	1,843
Prepaid expenses and other current assets	1	161
Total current assets	942	10,111
Property and equipment, net	—	207
Goodwill	17	10,906
Intangible assets, net	—	5,971
Software, net	—	1,321
Other noncurrent assets	2	613
Total noncurrent assets	19	19,018
Less valuation allowance	—	(1,909)
Total assets of the disposal group classified as held for sale	\$ 961	\$ 27,220
Major classes of liabilities included in discontinued operations:		
Accounts payable, accrued and other liabilities	\$ 3	\$ 998
Settlement payables (1)	891	7,821
Other current liabilities	—	65
Total current liabilities	894	8,884
Deferred income taxes	—	599
Other noncurrent liabilities	—	494
Total noncurrent liabilities	—	1,093
Total liabilities of the disposal group classified as held for sale	\$ 894	\$ 9,977

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	June 30, 2024	December 31, 2023
Major classes of assets included in discontinued operations:		
Cash and cash equivalents	\$ 43	\$ 1,380
Settlement assets	951	6,727
Trade receivables, net of allowance for credit losses of \$— and \$52	3	1,843
Prepaid expenses and other current assets	—	161
Total current assets	997	10,111
Property and equipment, net	—	207
Goodwill	15	10,906
Intangible assets, net	—	5,971
Software, net	—	1,321
Other noncurrent assets	2	613
Total noncurrent assets	17	19,018
Less valuation allowance	—	(1,909)
Total assets of the disposal group classified as held for sale	\$ 1,014	\$ 27,220
Major classes of liabilities included in discontinued operations:		
Accounts payable, accrued and other liabilities	\$ 3	\$ 998
Settlement payables (1)	946	7,821
Other current liabilities	—	65
Total current liabilities	949	8,884
Deferred income taxes	—	599
Other noncurrent liabilities	—	494
Total noncurrent liabilities	—	1,093
Total liabilities of the disposal group classified as held for sale	\$ 949	\$ 9,977

(1) As of **March 31, 2024** **June 30, 2024**, Settlement payables includes **\$101 million** **\$116 million** due to **Payrix, a subsidiary of** Worldpay, which is a related party.

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Settlement Assets

The principal components of the Company's settlement assets of the disposal group are as follows (in millions):

	March 31, 2024	December 31, 2023
	June 30, 2024	December 31, 2023
Settlement assets		
Settlement deposits		
Settlement deposits		
Settlement deposits		
Merchant float		
Settlement receivables		
Total Settlement assets		

Held-for-sale Disposal Group Measurement

The net assets held for sale as of **March 31, 2024** **June 30, 2024**, consisting of the net assets of our Worldpay Brazil and RealNet subsidiaries, are recorded at carrying value less cost to sell.

(4) Equity Method Investment

As discussed in Note 1, the Company completed the Worldpay Sale on January 31, 2024, retaining a non-controlling ownership interest in Worldpay. We account for our remaining minority ownership in Worldpay using the equity method of accounting. As of **March 31, 2024** **June 30, 2024**, we own 45% of Worldpay. This investment is reflected in Equity method investment on our **March 31, 2024** **June 30, 2024**, consolidated balance sheet. During the **two-month** **five-month** period from **February 1** **February 1, 2024**, through **March 31, 2024** **June 30, 2024**, **our** the Company's share of the net income of Worldpay and our investor-level tax impact is reported as Equity method investment earnings (loss), net of tax, in the consolidated statement of earnings (loss). **During the three months ended June 30, 2024, we received distributions of \$29 million from Worldpay, which are recorded in Other investing activities, net on the consolidated statement of cash flows for the six months ended June 30, 2024.**

Summary Worldpay financial information is as follows (in millions):

	Two months ended March 31, 2024	
Revenue	\$	832
Gross profit	\$	385
Earnings (loss) before income taxes	\$	(230)
Net earnings (loss) attributable to Worldpay	\$	(243)
FIS share of net earnings (loss) attributable to Worldpay, net of tax (1)	\$	(86)

	Three months ended June 30, 2024	Five months ended June 30, 2024
Revenue	\$ 1,349	\$ 2,181
Gross profit	\$ 668	\$ 1,053
Earnings (loss) before income taxes	\$ 3	\$ (227)
Net earnings (loss) attributable to Worldpay	\$ (28)	\$ (271)
FIS share of net earnings (loss) attributable to Worldpay, net of tax (1)	\$ 10	\$ (76)

(1) **This** For the three- and five-month periods ended June 30, 2024, this amount is net of **\$23 million** **\$22 million** and **\$45 million**, respectively, of investor-level tax benefit.

Continuing Involvement with Discontinued Operations and Related-Party Transactions

In connection with the closing of the Worldpay Sale, the Company entered into a limited liability company operating agreement (the "LLCA") with respect to Worldpay, and a registration rights agreement with respect to the Company's retained equity interest in Worldpay. The LLCA provides that FIS has the right to appoint a minority of the board of managers of Worldpay and that FIS has customary consent and consultation rights with respect to certain material actions of Worldpay, in each case, subject to ownership stepdown thresholds. The LLCA contains, among other things, covenants and restrictions relating to other governance, liquidity and tax matters, including non-solicitation and noncompetition covenants, distribution mechanics, preemptive rights and follow-on equity funding commitments of the Buyer, and restrictions on transfer and associated tag-along and drag-along rights. Each of FIS and the Buyer will have the right to require Worldpay to consummate an initial public offering ("IPO") or sale transaction after the fourth anniversary of the closing, subject to certain return hurdles

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and (in the case of an IPO) public float requirements, which requirements will fall away following the sixth anniversary of the closing.

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We have continuing involvement with Worldpay, primarily through our remaining interest, an employee leasing agreement ("ELA"), a transition services agreement ("TSA"), and various other commercial agreements. Under the terms of the ELA, **which was substantially completed by July 1, 2024**, the Company **is leasing leased** certain employees to Worldpay in the United States, China, Colombia and South Korea **for up to five months after the closing**. **Korea**. The compensation and benefit costs paid by the Company for the leased employees **are was** billed to and reimbursed by Worldpay. Under the terms of the TSA, the Company is procuring certain third-party services on behalf of Worldpay and providing technology infrastructure, risk and security, accounting and various other corporate services to Worldpay for a period of up to 24 months after the closing, subject to a six-month extension, and Worldpay is providing various corporate services to the Company, allowing it to maintain access to certain resources transferred in the Worldpay Sale.

Pass-through **During the three- and five-month periods ended June 30, 2024, pass-through costs of \$132 million and \$247 million, respectively, were incurred under the ELA, and third-party pass-through costs under the TSA of \$115 million \$36 million and \$57 million \$93 million, respectively, were incurred during under the two-month period from February 1 through March 31, 2024, TSA, and were** netted against the equal and offsetting reimbursement amounts due from Worldpay. Additionally, during the **two-month period from February 1 through March 31, 2024 three- and five-month periods ended June 30, 2024, net TSA services income of \$33 million \$40 million and \$73 million, respectively, was**

recognized in Other operating (income) expense, net - related party, and with approximately two-thirds of the corresponding expense was recognized recorded in Cost of revenue and the remainder recorded in Selling, general and administrative expense in the consolidated statement of earnings (loss). Income Revenue earned during the two-month period from February 1 through March 31, 2024 three- and five-month periods ended June 30, 2024, from various commercial services provided to Worldpay is not considered material to the Company's consolidated financial statements. was \$32 million and \$55 million respectively.

For the two-month period from February 1 through March 31, 2024 three- and five-month periods ended June 30, 2024, we collected net cash of \$136 million \$272 million and \$411 million, respectively, related to the ELA, TSA and commercial agreements with Worldpay. As of March 31, 2024 June 30, 2024, we recorded a receivable of \$153 million \$169 million in Receivable from related party on the consolidated balance sheet in connection with the ELA, TSA and commercial agreements. Under the ELA, amounts are generally invoiced to Worldpay on the 15th of each month for the preceding and subsequent payroll periods and are payable by wire transfer within 10 days. \$48 million As of June 30, 2024, \$58 million included in our related-party receivable as of March 31, 2024, are is offset by an equal amount of accrued employee-related liabilities recorded in Accounts payable, accrued and other liabilities on the consolidated balance sheet. Upon termination of the ELA, the amount of the accrued employee-related liabilities as of the date of termination will be assumed by Worldpay in satisfaction of the corresponding receivable. Under the TSA and commercial agreements, amounts are generally invoiced monthly in arrears and are payable by electronic transfer within 30 days of invoice. As of March 31, 2024 June 30, 2024, we recorded a settlement payable of \$101 million \$116 million in Current assets liabilities held for sale on the consolidated balance sheet for amounts to be settled from our RealNet subsidiary to Payrix, a subsidiary of Worldpay. The settlement payable by RealNet to Payrix Worldpay is generally paid to Payrix's Worldpay's submerchants on behalf of Payrix Worldpay via ACH within five business days according to payment instructions provided by Payrix. Worldpay. As of March 31, 2024 June 30, 2024, we also recorded other payables to Worldpay of \$43 million \$36 million in Accounts payable, accrued and other liabilities on the consolidated balance sheet. These amounts are generally payable within 30 days.

(5) Virtus Acquisition

On January 2, 2020, FIS acquired a majority interest in Virtus Partners ("Virtus"), previously a privately held company that provides high-value managed services and technology to the credit and loan market. The acquisition was accounted for as a business combination. FIS acquired a 70% voting and financial interest in Virtus with 30% interest retained by the founders of Virtus (the "Founders"). The agreement between FIS and the Founders provided FIS with a call option to purchase, and the Founders with a put option requiring FIS to purchase, all of the Founders' retained interest in Virtus at a redemption value determined pursuant to performance goals stated in the agreement, exercisable at any time after two years and three years, respectively, following the acquisition date. In January 2023, the Founders exercised their put option, and as a result, FIS paid the \$173 million redemption value, recorded as a financing activity in the consolidated statement of cash flows, and subsequently owns 100% of Virtus.

(6) Revenue

As a result of our ongoing portfolio assessments, the Company reclassified certain non-strategic operations from Banking to Corporate and Other during the quarter ended December 31, 2023. The Company recast all prior-period segment information presented to reflect these reclassifications.

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Disaggregation of Revenue

In the following tables, revenue is disaggregated by primary geographical market and type of revenue. The tables also include a reconciliation of the disaggregated revenue with the Company's reportable segments.

For the three months ended June 30, 2024 (in millions):

	Banking Solutions	Capital Market Solutions	Corporate and Other	Total
Primary Geographical Markets:				
North America	\$ 1,470	\$ 452	\$ 23	\$ 1,945
All others	240	270	34	544
Total	<u>\$ 1,710</u>	<u>\$ 722</u>	<u>\$ 57</u>	<u>\$ 2,489</u>
Type of Revenue:				
Recurring revenue:				
Transaction processing and services	\$ 1,270	\$ 366	\$ 43	\$ 1,679
Software maintenance	90	143	1	234
Other recurring	68	22	9	99
Total recurring	1,428	531	53	2,012
Software license	37	91	—	128

Professional services	136	99	1	236
Other non-recurring fees	109	1	3	113
Total	\$ 1,710	\$ 722	\$ 57	\$ 2,489

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For the three months ended March 31, 2024 June 30, 2023 (in millions):

Capital
Capital
Capital
Banking
Banking
Banking
Solutions
Solutions
Solutions

Primary Geographical Markets:

Primary Geographical Markets:

Primary Geographical Markets:

North America

North America

North America

All others

All others

All others

Total

Total

Total

Type of Revenue:

Type of Revenue:

Type of Revenue:

Recurring revenue:

Recurring revenue:

Recurring revenue:

Transaction processing and services

Transaction processing and services

Transaction processing and services

Software maintenance

Software maintenance

Software maintenance

Other recurring

Other recurring

Other recurring

Total recurring

Total recurring

Total recurring

Software license

Software license

Software license
Professional services
Professional services
Professional services
Other non-recurring fees (1)
Other non-recurring fees (1)
Other non-recurring fees (1)
Total
Total
Total

For the six months ended June 30, 2024 (in millions):

	Banking Solutions	Capital Market Solutions	Corporate and Other	Total
Primary Geographical Markets:				
North America	\$ 2,902	\$ 897	\$ 64	\$ 3,863
All others	492	531	71	1,094
Total	<u>\$ 3,394</u>	<u>\$ 1,428</u>	<u>\$ 135</u>	<u>\$ 4,957</u>
Type of Revenue:				
Recurring revenue:				
Transaction processing and services	\$ 2,534	\$ 736	\$ 90	\$ 3,360
Software maintenance	180	286	1	467
Other recurring	132	45	19	196
Total recurring	<u>2,846</u>	<u>1,067</u>	<u>110</u>	<u>4,023</u>
Software license	87	165	—	252
Professional services	268	195	2	465
Other non-recurring fees	193	1	23	217
Total	<u>\$ 3,394</u>	<u>\$ 1,428</u>	<u>\$ 135</u>	<u>\$ 4,957</u>

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For the six months ended June 30, 2023 (in millions):

	Banking Solutions	Capital Market Solutions	Corporate and Other	Total
Primary Geographical Markets:				
North America	\$ 2,857	\$ 849	\$ 95	\$ 3,801
All others	455	486	79	1,020
Total	<u>\$ 3,312</u>	<u>\$ 1,335</u>	<u>\$ 174</u>	<u>\$ 4,821</u>
Type of Revenue:				
Recurring revenue:				
Transaction processing and services	\$ 2,460	\$ 686	\$ 131	\$ 3,277
Software maintenance	181	260	1	442
Other recurring	116	39	20	175

Total recurring	2,757	985	152	3,894
Software license	30	152	—	182
Professional services	311	197	5	513
Other non-recurring fees (1)	214	1	17	232
Total	\$ 3,312	\$ 1,335	\$ 174	\$ 4,821

For the three months ended March 31, 2023 (in millions):

	Banking Solutions	Capital Market Solutions	Corporate and Other	Total
Primary Geographical Markets:				
North America	\$ 1,420	\$ 425	\$ 47	\$ 1,892
All others	226	238	41	505
Total	\$ 1,646	\$ 663	\$ 88	\$ 2,397
Type of Revenue:				
Recurring revenue:				
Transaction processing and services	\$ 1,225	\$ 342	\$ 67	\$ 1,634
Software maintenance	90	129	—	219
Other recurring	54	19	10	83
Total recurring	1,369	490	77	1,936
Software license	12	73	—	85
Professional services	154	100	2	256
Other non-recurring fees (1)	111	—	9	120
Total	\$ 1,646	\$ 663	\$ 88	\$ 2,397

- (1) December 31, 2023, was the final deadline for states to complete all benefit issuance under federally funded pandemic relief programs. Accordingly, revenue associated with services the Company provided related to these programs has been classified as Other non-recurring commencing in the

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fourth quarter of 2023, and related prior-period amounts have been reclassified from Transaction processing and services to Other non-recurring for comparability. Revenue associated with services the Company provided related to these programs was \$38 million \$11 million and \$49 million for the three and six months ended March 31, 2023 June 30, 2023, respectively.

Contract Balances

The Company recognized revenue of \$325 million \$202 million and \$314 million \$184 million during the three months, and \$528 million and \$498 million during the six months, ended March 31, 2024 June 30, 2024 and 2023, respectively, that was included in the corresponding deferred revenue balance at the beginning of the periods.

Transaction Price Allocated to the Remaining Performance Obligations

As of March 31, 2024 June 30, 2024, approximately \$22.5 billion of revenue is estimated to be recognized in the future primarily from the Banking Solutions and Capital Market Solutions segments' Company's remaining unfulfilled performance obligations, which are primarily comprised of recurring account- and volume-based processing services. This excludes the amount of anticipated recurring renewals that are not yet contractually obligated. The Company expects to recognize approximately 31% 32% of the Banking Solutions and Capital Market Solutions segments' our remaining performance obligations over the next 12 months, approximately another 23% 24% over the next 13 to 24 months, and the balance thereafter.

(7) Condensed Consolidated Financial Statement Details

Cash and Cash Equivalents

The Company records restricted cash in captions other than Cash and cash equivalents in the consolidated balance sheets. The reconciliation between Cash and cash equivalents in the consolidated balance sheets and Cash, cash equivalents and restricted cash per the consolidated statements of cash flows is as follows (in millions):

	March 31, 2024	December 31, 2023
Cash and cash equivalents on the consolidated balance sheets	\$ 3,329	\$ 440
Merchant float from discontinued operations included in current assets held for sale	792	2,594
Cash from discontinued operations included in current assets held for sale	47	1,380
Total Cash, cash equivalents and restricted cash per the consolidated statements of cash flows	<u>\$ 4,168</u>	<u>\$ 4,414</u>

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	June 30, 2024	December 31, 2023
Cash and cash equivalents on the consolidated balance sheets	\$ 2,131	\$ 440
Merchant float from discontinued operations included in current assets held for sale	821	2,594
Cash from discontinued operations included in current assets held for sale	43	1,380
Total Cash, cash equivalents and restricted cash per the consolidated statements of cash flows	<u>\$ 2,995</u>	<u>\$ 4,414</u>

Settlement Assets

The principal components of the Company's settlement assets on the consolidated balance sheets are as follows (in millions):

	March 31, 2024	December 31, 2023
Settlement assets		
Settlement deposits		
Settlement deposits		
Settlement deposits		
Settlement receivables		
Total Settlement assets		

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Intangible Assets, Software and Property and Equipment

The following table provides details of Intangible assets, Software and Property and equipment as of March 31, 2024, June 30, 2024, and December 31, 2023 (in millions):

	March 31, 2024			December 31, 2023	June 30, 2024			December 31, 2023				
	Cost	Accumulated depreciation and amortization	Net	Cost	Accumulated depreciation and amortization	Net	Cost	Accumulated depreciation and amortization	Net	Cost	Accumulated depreciation and amortization	Net
Intangible assets												
Software												
Property and equipment												

As of March 31, 2024, June 30, 2024, Intangible assets, net of amortization, includes \$1.6 billion, \$1.4 billion of customer relationships and \$82 million, \$77 million of trademarks and other intangible assets. Amortization expense with respect to Intangible assets was \$160 million, \$159 million and \$171 million for the three months, and \$320 million and \$342 million for the six months, ended March 31, 2024, June 30, 2024 and 2023, respectively.

Depreciation expense for property and equipment was \$44 million and \$42 million \$41 million for the three months, and \$88 million and \$83 million for the six months, ended March 31, 2024 June 30, 2024 and 2023, respectively.

Amortization expense with respect to software was \$142 million \$144 million and \$152 million for the three months, and \$286 million and \$304 million for the six months, ended March 31, 2024 June 30, 2024 and 2023, respectively

For The Company recorded software impairments totaling \$4 million for the three months, and \$15 million for the six months, ended March 31, 2024 and 2023, Software includes \$11 million and \$0, respectively, of impairment June 30, 2024, primarily related to the termination of certain internally developed software projects. The Company recorded less than \$1 million of software impairments during the corresponding 2023 periods.

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Goodwill

Changes in goodwill during the three six months ended March 31, 2024 June 30, 2024, are summarized below (in millions).

	Capital			
	Capital			
	Capital			
	Banking			
	Banking			
	Banking			
	Solutions	Solutions	Other	Total
Balance, December 31, 2023				
Balance, December 31, 2023				
Balance, December 31, 2023				
Goodwill attributable to acquisitions				
Goodwill attributable to acquisitions				
Goodwill attributable to acquisitions				
Foreign currency adjustments				
Foreign currency adjustments				
Foreign currency adjustments				
Balance, March 31, 2024				
Balance, March 31, 2024				
Balance, March 31, 2024				
Balance, June 30, 2024				

We assess goodwill for impairment on an annual basis during the fourth quarter or more frequently if circumstances indicate potential impairment. We evaluated if whether events and circumstances as of March 31, 2024 June 30, 2024, indicated potential impairment of our reporting units.

For our Banking and Capital Markets reporting units, we performed a qualitative assessment by examining factors most likely to affect our reporting units' fair values. The factors examined involve use of management judgment and included, among others, (1) forecast revenue, growth rates, operating margins, and capital expenditures used to calculate estimated future cash flows, (2) future economic and market conditions and (3) FIS' market capitalization. Based on our interim impairment assessment as of March 31, 2024 June 30, 2024, we concluded that it remained more likely than not that the fair value continues to exceed the carrying amount for each of these reporting units; therefore, goodwill was not impaired. Given the substantial excess of fair value over carrying amounts, we believe the likelihood of obtaining materially different results based on a change of assumptions to be low.

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Equity Security Investments

The Company holds various equity securities without readily determinable fair values that values. These securities primarily represent strategic investments made by the Company, as well as investments obtained through acquisitions. Such investments totaled \$199 million \$197 million and \$195 million at March 31, 2024 June 30, 2024, and

December 31, 2023, respectively, and are included within Other noncurrent assets on the consolidated balance sheets. The Company accounts for these investments at cost, less impairment, and adjusts the carrying values for observable price changes from orderly transactions for identical or similar investments of the same issuer. These adjustments are generally considered Level 2-type fair value measurements. The Company records realized and unrealized gains and losses on these investments, as well as impairment losses, as Other income (expense), net on the consolidated statements of earnings (loss) and recorded net gains (losses) of \$(1) \$(3) million and \$(2) \$(32) million for the three months and \$(4) million and \$(34) million for the six months ended March 31, 2024 June 30, 2024 and 2023, respectively, related to these investments.

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Accounts Payable, Accrued and Other Liabilities

Accounts payable, accrued and other liabilities as of March 31, 2024 June 30, 2024, and December 31, 2023, consisted of the following (in millions):

	March 31, 2024	December 31, 2023	June 30, 2024	December 31, 2023
Trade accounts payable				
Accrued salaries and incentives				
Accrued benefits and payroll taxes				
Income taxes payables				
Taxes payable, other than income taxes				
Taxes other than income tax				
Accrued interest payable				
Operating lease liabilities				
Related-party payables				
Other accrued liabilities				
Total Accounts payable, accrued and other liabilities				

(8) Deferred Contract Costs

Origination and fulfillment costs from contracts with customers capitalized as of March 31, 2024 June 30, 2024, and December 31, 2023, consisted of the following (in millions):

	March 31, 2024	December 31, 2023
	June 30, 2024	December 31, 2023
Contract costs on implementations in progress		
Contract origination costs on completed implementations, net		
Contract fulfillment costs on completed implementations, net		
Total Deferred contract costs, net		

Amortization of deferred contract costs on completed implementations was \$83 million and \$83 million \$76 million during the three months and \$166 million and \$159 million during the six months ended March 31, 2024 June 30, 2024 and 2023, respectively.

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(9) Debt

Long-term debt as of March 31, 2024 June 30, 2024, and December 31, 2023, consisted of the following (in millions):

March 31, 2024
June 30, 2024
Weighted
Weighted
Weighted
Average
Average

	Average											
	Interest											
	Interest											
	Interest		Interest		March 31,	December 31,	Interest		June 30,	December 31,		
	Rates		Rates	Rate (1)	Maturities	2024	2023	Rates	Rate (1)	Maturities	2024	2023
Fixed Rate Notes												
Senior USD Notes												
Senior USD Notes												
Senior USD Notes												
Senior Euro Notes												
Senior GBP Notes												
Revolving Credit Facility (2)												
Financing obligations for certain hardware and software												
Other (3)												
Total long-term debt, including current portion												
Current portion of long-term debt												
Long-term debt, excluding current portion												

- (1) The weighted average interest rate includes the impact of the fair value basis adjustments due to interest rate swaps and the impact of cross-currency interest rate swaps designated as fair value hedges and excludes the impact of cross-currency interest rate swaps designated as net investment hedges (see Note 10). The impact of the included fair value basis adjustments and cross-currency interest rate swaps in certain cases results in an effective weighted average interest rate being outside the stated interest rate range on the fixed rate notes.
- (2) Interest on the Revolving Credit Facility is generally payable at Secured Overnight Financing Rate ("SOFR") plus a margin of up to 0.428% dependent on tenor, plus an applicable margin of up to 1.625% and an unused commitment fee of up to 0.225%, each based upon the Company's corporate credit ratings. The weighted average interest rate on the Revolving Credit Facility excludes fees.
- (3) Other includes the amount of fair value basis adjustments due to interest rate swaps (see further discussion below in Note 10), unamortized debt issuance costs and unamortized non-cash bond discounts.

Short-term borrowings as of **March 31, 2024**, **June 30, 2024**, and December 31, 2023, consisted of the following (in millions):

	March 31, 2024											
	June 30, 2024											
	Weighted											
	Weighted											
	Weighted											
	Average											
	Average											
	Average											
	Interest											
	Interest											
	Interest		Interest		March 31,	December 31,	Interest		June 30,	December 31,		
	Rate		Rate		Maturities	2024	2023	Rate		Maturities	2024	2023
Euro-commercial paper notes ("ECP Notes")												
U.S. commercial paper notes ("USCP Notes")												
Total Short-term borrowings												

The Company is a party to interest rate swaps that, prior to de-designation as fair value hedges during the quarter ended September 30, 2023, converted a portion of its fixed-rate debt to variable-rate debt. As a result of the de-designations, the final fair value basis adjustments recorded through the dates of de-designation as a decrease of the long-term debt are subsequently amortized as interest expense using the effective interest method over the remaining periods to maturity of the respective long-term debt. The fair value basis adjustments reflected in Other in the long-term debt table above totaled \$(259) \$(245) million and \$(594) million as of **March 31, 2024**, **June 30, 2024**, and December 31, 2023, respectively.

The Company is also party to fixed-for-fixed cross-currency interest rate swaps under which it agrees to receive interest in foreign currency in exchange for paying interest in U.S. dollars. These are designated as fair value hedges.

The Company has also entered into cross-currency interest rate swaps under which it agrees to receive interest in U.S. dollars in exchange for paying interest in a foreign currency. These are designated as net investment hedges. Although these cross-currency interest rate swaps are entered into as net investment hedges of its investments in certain of its non-U.S.

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subsidiaries, and not for the purpose of hedging interest rates, the benefit or cost of such hedges is reflected in interest expense in the consolidated statement of earnings (loss). As of **March 31, 2024** **June 30, 2024**, the weighted average interest rate of the Company's outstanding debt was **3.8%** **3.6%**, including the impact of fair value basis adjustments due to interest rate swaps and cross-currency interest rate swaps designated as fair value hedges, but excluding the impact of cross-currency interest rate swaps designated as net investment hedges. Including the impact of the net investment hedge cross-currency interest rate swaps on interest expense, the weighted average interest rate of the Company's outstanding debt was **2.9%** **2.8%**.

See Note 10 for further discussion of the Company's interest rate swaps and cross-currency interest rate swaps and related hedge designations.

The following table summarizes the amount of our long-term debt, including financing obligations for certain hardware and software, as of **March 31, 2024** **June 30, 2024**, based on maturity date.

	Total
2024	
2025	
2026	
2027	
2028	
Thereafter	
Total principal payments	
Other debt per the long-term debt table	
Total long-term debt, including current portion	

There are no mandatory principal payments on the Revolving Credit Facility, and any balance outstanding on the Revolving Credit Facility will be due and payable at the Revolving Credit Facility's maturity date, which occurs on March 2, 2026.

Senior Notes

On July 15, 2024, FIS repaid an aggregate principal amount of €500 million in 1.100% Senior Euro Notes on their due date, pursuant to the related indenture.

In March 2024, pursuant to cash tender offers, FIS purchased and redeemed an aggregate principal amount of \$1.5 billion in Senior USD Notes and an aggregate principal amount of £1.0 billion in Senior GBP Notes, with interest rates ranging from 2.25% to 5.625% and maturities ranging from 2025 to 2052, resulting in a loss on extinguishment of debt of approximately \$174 million, recorded in Other income (expense), net on the consolidated statement of earnings (loss), relating to tender discounts and fees; the write-off of unamortized bond discounts, debt issuance costs and fair value basis adjustments; and gains on related derivative instruments. The Company funded the purchase and redemption of the Senior Notes using a portion of the net proceeds from the Worldpay Sale.

On March 1, 2024, FIS repaid an aggregate principal amount of **\$750 million** **\$750 million** in Senior USD Notes, on their due date, pursuant to the related indenture.

On May 21, 2023, FIS repaid an aggregate principal amount of €1.3 billion in Senior Euro Notes, on their due date, pursuant to the related indenture.

On March 1, 2023, FIS repaid an aggregate principal amount of \$750 million in Senior USD Notes, on their due date, pursuant to the related indenture.

Commercial Paper

During the quarter ended March 31, 2024, the Company repaid its ECP Notes and USCP Notes using a portion of the net proceeds from the Worldpay Sale. The Company continues to maintain its ECP and USCP programs.

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Revolving Credit Facility

In March 2024, the Company provided notice to the administrative agent of its Revolving Credit Facility of its desire to reduce the borrowing capacity on its Revolving Credit Facility from \$5.5 billion to \$4.5 billion, pursuant to the terms thereof. As of **March 31, 2024** **June 30, 2024**, the borrowing capacity under the Revolving Credit Facility was \$4.5 billion.

Fair Value of Debt

The fair value of the Company's long-term debt is estimated to be approximately \$994 million, \$1,032 million and \$1,086 million lower than the carrying value, excluding the fair value basis adjustments due to interest rate swaps and unamortized discounts, as of March 31, 2024, June 30, 2024, and December 31, 2023, respectively.

(10) Financial Instruments

Fair Value Hedges

The Company held fixed-to variable interest rate swaps with aggregate notional amounts of \$1,854 million, £925 million and €500 million at each of March 31, 2024, June 30, 2024, and December 31, 2023. Prior to the quarter ended September 30, 2023, these swaps were designated as fair value hedges for accounting purposes, converting the interest rate exposure on certain of the Company's Senior USD Notes, Senior GBP Notes and Senior Euro Notes, as applicable, from fixed to variable. While designated as fair value hedges, changes in fair value of these interest rate swaps were recorded as an adjustment to long-term debt. During the quarter ended September 30, 2023, the Company de-designated these swaps as fair value hedges. As a result of the de-designations, the final fair value basis adjustments recorded through the dates of de-designation as a decrease of the long-term debt are subsequently amortized as interest expense using the effective interest method over the remaining periods to maturity of the respective long-term debt. During March 2024, \$316 million of unamortized fair value basis adjustments recorded as a decrease of the long-term debt tendered was written-off and recorded as part of the loss on extinguishment of debt (see Note 9). At March 31, 2024, June 30, 2024, the remaining unamortized fair value basis adjustments recorded as a decrease of the long-term debt totaled \$259, \$245 million, with \$19, \$14 million and \$33 million amortized as interest expense for the three and six months ending March 31, 2024, ended June 30, 2024, respectively (see Note 9). At December 31, 2023, the unamortized fair value basis adjustments recorded as a decrease of the long-term debt totaled \$594 million.

Concurrently with the de-designations described above, the Company entered into new offsetting variable-to-fixed interest rate swaps with aggregate notional amounts of \$1,854 million, £925 million and €500 million. The Company accounts for the de-designated fixed-to-variable and offsetting variable-to-fixed interest rate swaps as economic hedges; as such, effective as of the de-designation dates, changes in interest rates associated with the variable leg of the interest rate swaps do not affect the interest expense recognized, eliminating variable-rate risk on the fixed-to-variable interest rate swaps. The terms of the new interest rate swaps when matched against the terms of the existing fixed-to-variable interest rate swaps result in a net fixed coupon spread payable by the Company. The impact of the go-forward changes in fair values of the new and existing interest rate swaps, including the impact of the coupons, is recorded as Other income (expense), net pursuant to accounting for economic hedges and totaled \$4, \$(5) million for the three months and \$(1) million for the six months ended March 31, 2024, June 30, 2024. The coupon payments are recorded within Other investing activities, net on the consolidated statements of cash flows and totaled \$22, \$53 million in cash outflows for the three and six months ended March 31, 2024, June 30, 2024. The new and existing interest rate swap fair values totaled assets of \$13, \$23 million and \$12 million and liabilities of \$(649), \$(633) million and \$(675) million as of March 31, 2024, June 30, 2024, and December 31, 2023, respectively.

During the quarter ended September 30, 2023, the Company entered into an aggregate notional amount of €3,375 million fixed-for-fixed cross-currency interest rate swaps to hedge its exposure to foreign currency risk associated with its Senior Euro Notes. During the quarter ended June 30, 2023, the Company entered into an aggregate notional amount of £925 million fixed-for-fixed cross-currency interest rate swaps to hedge its exposure to foreign currency risk associated with its Senior GBP Notes. These swaps are designated as fair value hedges for accounting purposes. During March 2024, the Company partially terminated certain fixed-for-fixed cross-currency interest rate swaps that were hedging foreign currency risk associated with its Senior GBP Notes that were partially tendered (see Note 9). After such partial termination, there remained an aggregate notional amount of approximately £170 million in fixed-for-fixed cross-currency interest rate swaps that hedge the Company's exposure to foreign currency risk associated with its Senior GBP Notes. The fair value of these swaps was a net liability of \$(28) million and net asset of \$28 million and \$134 million recorded at March 31, 2024, June 30, 2024, and December 31, 2023, respectively. Changes in the swap fair values attributable to changes in spot foreign currency exchange rates are recorded in Other income (expense), net and totaled \$(87), \$(26) million for the three months and \$(113) million for the six months ended March 31, 2024, June 30, 2024, respectively. This amount

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offset the impact of changes in spot foreign currency exchange rates on the Senior GBP Notes and Senior Euro Notes also recorded to Other income (expense), net during the hedge

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period. Changes in swap fair values attributable to excluded components, such as changes in fair value due to forward foreign currency exchange rates and cross-currency basis spreads, are recorded in Accumulated other comprehensive earnings (loss) ("AOCI") and totaled \$68. The Company recorded \$(24) million for the three months and \$(29) million for the six months ended March 31, 2024, June 30, 2024, through Other comprehensive earnings (loss) for the changes in swap fair values attributable to excluded components. The amounts recorded in AOCI generally affect net earnings (loss) through Interest expense using the amortization approach. For the three and six months ended March 31, 2024, June 30, 2024, \$12 million and \$23 million, respectively, was recognized as Interest expense using the amortization approach. As a result of the partial terminations during March 2024, the Company received \$33 million in net proceeds recorded within Other financing activities, net on the consolidated statement of cash flows and recorded a \$19 million reduction to the loss on extinguishment of debt due to reclassifying the amount of AOCI related to the partially terminated hedges into earnings (see Note 9).

Net Investment Hedges

The purpose of the Company's net investment hedges, as discussed below, is to reduce the volatility of FIS' net investment value in its Euro- and Pound Sterling-denominated operations due to changes in foreign currency exchange rates. Changes in fair value due to remeasurement of the effective portion are recorded as a component of AOCI for net investment hedges. The amounts included in AOCI for the net investment hedges will remain in AOCI until the complete or substantially complete liquidation of our investment in the underlying foreign operations. Any ineffective portion of these hedging instruments impacts net earnings when the ineffectiveness occurs. The Company assesses effectiveness of cross-currency interest rate swap hedging instruments using the spot method. Under this method, the periodic interest settlements are recorded directly in earnings through Interest expense (see Note 9).

The Company recorded net investment hedge aggregate gain (loss) for the change in fair value and related income tax (expense) benefit within Other comprehensive earnings (loss), net of tax, on the consolidated statements of comprehensive earnings (loss) for its designated net investment hedges as follows (in millions). No ineffectiveness has been recorded on the net investment hedges.

	Three months ended March 31,
	Three months ended March 31,
	Three months ended March 31,
	Three months ended June 30,
	Three months ended June 30,
	Three months ended June 30,
	2024
	2024
	2024

Foreign currency-denominated debt designations
Foreign currency-denominated debt designations
Foreign currency-denominated debt designations
Cross-currency interest rate swap designations
Cross-currency interest rate swap designations
Cross-currency interest rate swap designations
Total
Total
Total

Foreign Currency-Denominated Debt Designations

The Company has designated certain foreign currency-denominated debt as net investment hedges of its investment in Euro-denominated operations. An aggregate of €715 million and €1,115 million of Senior Euro Notes with maturities ranging from 2024 to 2025 was designated as a net investment hedge of the Company's investment in Euro-denominated operations as of both March 31, 2024 June 30, 2024, and December 31, 2023, respectively. An aggregate of €419 million of ECP Notes was also designated as a net investment hedge of the Company's investment in Euro-denominated operations as of December 31, 2023.

The Company held €400 million and €1,500 million aggregate notional amount of foreign currency forward contracts as of June 30, 2024, and December 31, 2023, respectively, to economically hedge its exposure to foreign currency risk associated with Senior Euro Notes and ECP Notes that were previously de-designated as net investment hedges. The foreign currency forward contract fair values totaled a net liability of \$(1) million and a net asset of \$41 million at June 30, 2024, and December 31, 2023, respectively. Upon maturity of the forward contracts, on January 31, 2024, the Company received \$13 million in records the net proceeds recorded paid or received within Other financing activities, net on the consolidated statement of cash flows. During the six months ended June 30, 2024, the Company received \$13 million in net proceeds. The change in fair value of the foreign currency forward contracts is recorded as Other income (expense), net pursuant to accounting for economic hedges and offsets the impact of the change in spot foreign currency exchange rates on the de-designated Senior Euro Notes and ECP Notes, which is also recorded as Other income (expense), net.

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Cross-Currency Interest Rate Swap Designations

The Company holds cross-currency interest rate swaps designated as net investment hedges of its investment in Euro- and Pound Sterling-denominated operations. As a result of the Worldpay Sale, the Company terminated its outstanding cross-currency interest rate swaps designated as net investment hedges of its investment in Pound Sterling-denominated operations on January 31, 2024.

As of March 31, 2024 June 30, 2024, and December 31, 2023, aggregate notional amounts of €6,143 million €5,045 million and €6,143 million, respectively, were designated as net investment hedges of the Company's investment in Euro-denominated operations and aggregate notional amounts of £0 and £2,180 million, respectively, were designated as net investment hedges of the Company's Pound Sterling-denominated operations.

The cross-currency interest rate swap fair values totaled assets of \$38 million \$61 million and \$38 million and liabilities of \$(116) \$(52) million and \$(240) million at March 31, 2024 June 30, 2024, and December 31, 2023, respectively.

During the three six months ended March 31, 2024 June 30, 2024 and 2023, the Company (paid) received net proceeds of approximately \$5 million \$(8) million and \$(10) \$(17) million, respectively, for the fair values of the cross-currency interest rate swaps as of the settlement dates. The proceeds were recorded within investing activities on the consolidated statements of cash flows.

(11) Commitments and Contingencies

Securities and Shareholder Matters

On March 6, 2023, a putative class action was filed in the United States District Court for the Middle District of Florida by a shareholder of the Company. The action was consolidated with another action and the consolidated case is now captioned *In re Fidelity National Information Services, Inc. Securities Litigation*. A lead plaintiff has been appointed, and a consolidated amended complaint was filed on August 2, 2023. The consolidated amended complaint names the Company and certain of its current and former officers as defendants and seeks damages for alleged violations of federal securities laws in connection with our disclosures relating to our former Merchant Solutions segment, including with respect to its valuation, integration, and synergies. Defendants filed a motion to dismiss the consolidated amended complaint with prejudice on September 22, 2023. We intend to vigorously defend this case, but no assurance can be given as to the ultimate outcome.

On April 27, 2023, a shareholder derivative action captioned *Portia McCollum, derivatively on behalf of Fidelity National Information Services, Inc. v. Gary Norcross et al.*, was filed in the same court by a stockholder of the Company. Plaintiff dismissed the suit without prejudice and sent a demand pursuant to Georgia Code § 14-2-742 (the "McCollum Demand"). Another stockholder, City of Hialeah Employees' Retirement System, sent a similar demand (the "Hialeah Demand"), and a third stockholder, City of Southfield Fire and Police Retirement System, also subsequently sent a similar demand (the "Southfield Demand"). The demands claim that FIS officers and directors violated federal securities laws and breached fiduciary duties, including with respect to the valuation, integration, and synergies of our former Merchant Solutions segment, and they demand that the Board investigate and commence legal proceedings against officers and directors in connection with the purported wrongdoing. On August 25, 2023, the Board established a Demand Review Committee to consider the McCollum and Hialeah Demands and any related demands that are received (such as the Southfield Demand), and make recommendations to the Board with respect to the demands. The Demand Review Committee has hired independent counsel. The Board has made no final decision with respect to the demands and has not rejected the demands.

On October 18, 2023, a shareholder derivative action captioned *City of Hialeah Employees' Retirement System v. Stephanie L. Ferris et al.* was filed in the same court by one of the stockholders that previously had sent a demand. The complaint, which names certain of the Company's current and former officers and directors as defendants (the "Individual Defendants"), seeks to assert claims on behalf of the Company for violations of federal securities laws, breach of fiduciary duty, unjust enrichment, and contribution and indemnification, including with respect to the valuation, integration, and synergies of our former Merchant Solutions segment. On March 29, 2024, the Company and the Individual Defendants filed a motion to stay or dismiss the action without prejudice pending the completion of the Board's consideration of the demands, and the Individual Defendants concurrently filed a separate motion to dismiss.

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Brazilian Tax Authorities Claims

In 2004, Proservi Empreendimentos e Servicos, Ltda., the predecessor to Fidelity National Servicos de Tratamento de Documentos e Informatica Ltda. ("Servicos"), a subsidiary of Fidelity National Participacoes Ltda., our former item processing and remittance services operation in Brazil, acquired certain assets and employees and leased certain facilities from the Transpex Group ("Transpex") in Brazil. Transpex's remaining assets were later acquired by Prosegur, an unrelated third party. When Transpex discontinued its operations after the asset sale to Prosegur, it had unpaid federal taxes and social contributions owing to the Brazilian tax authorities. The Brazilian tax authorities brought a claim against Transpex and, beginning in 2012, brought claims against Prosegur and Servicos on the grounds that Prosegur and Servicos were successors in interest to Transpex. To date, the Brazilian tax authorities have filed 1819 claims against Servicos, of which 1617 are still active, asserting potential tax liabilities of approximately \$13 million. There are potentially 2019 additional claims against Transpex/Prosegur for which Servicos is named as a co-defendant or may be named but for which Servicos has not yet been served. These additional claims amount to approximately \$32 million, making the total potential exposure for all 36 claims approximately \$45 million. We do not believe a liability for these 36 total claims is probable and, therefore, have not recorded a liability for any of these claims.

Indemnifications and Warranties

The Company generally indemnifies its clients, subject to certain limitations and exceptions, against damages and costs resulting from claims of patent, copyright, or trademark infringement associated solely with its customers' use of the Company's solutions. Historically, the Company has not made any material payments under such indemnifications but continues to monitor the conditions that are subject to the indemnifications to identify whether it is probable that a loss has occurred, in which case it would recognize any such losses when they are estimable. In addition, the Company warrants to customers that its software operates substantially in accordance with the software specifications. Historically, no material costs have been incurred related to software warranties, and no accruals for warranty costs have been made.

(12) Net Earnings (Loss) per Share

The basic weighted average shares and common stock equivalents for the three and six months ended March 31, 2024 June 30, 2024 and 2023, were computed using the treasury stock method.

The following table summarizes net earnings and net earnings per share attributable to FIS common stockholders for the three months ended March 31, 2024 and 2023 (in millions, except per share amounts):

Three months ended March 31,	
2024	2023

Net earnings (loss) from continuing operations attributable to FIS common stockholders	\$ 17	\$ 96
Net earnings (loss) from discontinued operations attributable to FIS common stockholders	707	44
Net earnings (loss) attributable to FIS common stockholders	<u>\$ 724</u>	<u>\$ 140</u>
Weighted average shares outstanding-basic	576	592
Plus: Common stock equivalent shares	2	1
Weighted average shares outstanding-diluted	<u>578</u>	<u>593</u>
Net earnings (loss) per share-basic from continuing operations attributable to FIS common stockholders	\$ 0.03	\$ 0.16
Net earnings (loss) per share-basic from discontinued operations attributable to FIS common stockholders	1.23	0.07
Net earnings (loss) per share-basic attributable to FIS common stockholders	<u>\$ 1.26</u>	<u>\$ 0.24</u>
Net earnings (loss) per share-diluted from continuing operations attributable to FIS common stockholders	\$ 0.03	\$ 0.16
Net earnings (loss) per share-diluted from discontinued operations attributable to FIS common stockholders	1.22	0.07
Net earnings (loss) per share-diluted attributable to FIS common stockholders	<u>\$ 1.25</u>	<u>\$ 0.24</u>

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During The following table summarizes net earnings and net earnings per share attributable to FIS common stockholders for the three and six months ended June 30, 2024 and 2023 (in millions, except per share amounts):

	Three months ended June 30,		Six months ended June 30,	
	2024	2023	2024	2023
Net earnings (loss) from continuing operations attributable to FIS common stockholders	\$ 242	\$ 84	\$ 259	\$ 180
Net earnings (loss) from discontinued operations attributable to FIS common stockholders	1	(6,680)	709	(6,636)
Net earnings (loss) attributable to FIS common stockholders	<u>\$ 243</u>	<u>\$ (6,596)</u>	<u>\$ 968</u>	<u>\$ (6,456)</u>
Weighted average shares outstanding-basic	554	592	565	592
Plus: Common stock equivalent shares	3	—	2	—
Weighted average shares outstanding-diluted	<u>557</u>	<u>592</u>	<u>567</u>	<u>592</u>
Net earnings (loss) per share-basic from continuing operations attributable to FIS common stockholders	\$ 0.44	\$ 0.14	\$ 0.46	\$ 0.30
Net earnings (loss) per share-basic from discontinued operations attributable to FIS common stockholders	—	(11.28)	1.25	(11.21)
Net earnings (loss) per share-basic attributable to FIS common stockholders	<u>\$ 0.44</u>	<u>\$ (11.14)</u>	<u>\$ 1.71</u>	<u>\$ (10.91)</u>
Net earnings (loss) per share-diluted from continuing operations attributable to FIS common stockholders	\$ 0.43	\$ 0.14	\$ 0.46	\$ 0.30
Net earnings (loss) per share-diluted from discontinued operations attributable to FIS common stockholders	—	(11.28)	1.25	(11.21)
Net earnings (loss) per share-diluted attributable to FIS common stockholders	<u>\$ 0.44</u>	<u>\$ (11.14)</u>	<u>\$ 1.71</u>	<u>\$ (10.91)</u>

The diluted net loss per share for the three and six months ended June 30, 2023, did not include the effect of common stock equivalent shares of 2 million and 1 million, respectively, because the effect would have been anti-dilutive. Options to purchase approximately 7 million and 9 million shares of our common stock during the three months, and 7 million and 9 million during the six months, ended March 31, 2024 June 30, 2024 and 2023, options to purchase approximately 8 million and 9 million shares, respectively, of our common stock were not included in the computation of diluted earnings per share because they were anti-dilutive.

In January 2021, our Board of Directors approved a share repurchase program under which it authorized the Company to repurchase up to 100 million shares of our common stock. In August 2024, our Board of Directors approved a separate, incremental share repurchase program authorizing the repurchase of up to \$3.0 billion in aggregate value of shares of our common stock. Repurchases under these programs will be made at management's discretion from time to time on the open market or in privately negotiated transactions and through Rule 10b5-1 plans. The Neither of these repurchase program programs has no an expiration date, and either program may be suspended for periods, amended or discontinued at any time. Approximately 34 million 20 million shares remained available for repurchase under the January 2021 program as of March 31, 2024, June 30, 2024, and the Company will exhaust its authorization under this program prior to repurchasing shares under the new program.

(13) Segment Information

As described in Note 1, effective as of the third quarter of 2023, the Company no longer reports the Merchant Solutions segment; it now reports its financial performance based on the following segments: Banking Solutions, Capital Market Solutions and Corporate and Other. Below is a summary of each segment.

Banking Solutions ("Banking")

The Banking segment is focused on serving financial institutions of all sizes with core processing software, transaction processing software and complementary applications and services, many of which interact directly with core processing software. We sell these solutions on either a bundled or stand-alone basis. Clients in this segment include global financial institutions, U.S. regional and community banks, credit unions and commercial lenders, as well as government institutions and other commercial organizations. We provide our clients integrated solutions characterized by multi-year processing contracts that generate recurring revenue. The predictable nature of cash flows generated from the Banking segment provides

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opportunities for further investments in innovation, integration, information and security, and compliance in a cost-effective manner.

Capital Market Solutions ("Capital Markets")

The Capital Markets segment is focused on serving global financial services clients with a broad array of buy- and sell-side solutions. Clients in this segment include asset managers, buy- and sell-side securities brokerage and trading firms, insurers, private equity firms, and other commercial organizations. Our buy- and sell-side solutions include a variety of mission-critical applications for recordkeeping, data and analytics, trading, financing and risk management. Capital Markets clients purchase our solutions in various ways including licensing and managing technology "in-house," using consulting and third-party service providers, as well as procuring fully outsourced end-to-end solutions. Our long-established relationships with many of these financial and commercial institutions generate significant recurring revenue. We have made, and continue to make, investments in modern platforms, advanced technologies, open APIs, machine learning and artificial intelligence, and regulatory technology to support our Capital Markets clients.

Corporate and Other

The Corporate and Other segment consists of corporate overhead expense, certain leveraged functions and miscellaneous expenses that are not included in the operating segments, as well as certain non-strategic businesses that we plan to wind down or sell. Our other operating income recorded in connection with the TSA is also recorded in Corporate and Other. The overhead and leveraged costs relate to corporate marketing, finance, accounting, human resources, legal, compliance and internal audit functions, as well as other costs, such as acquisition, integration and transformation-related expenses, and amortization of acquisition-related intangibles that are not considered when management evaluates revenue-generating segment performance.

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In the Corporate and Other segment, the Company recorded acquisition, integration and other costs comprised of the following (in millions):

	Three months ended	Three months ended	Six months ended
	Three months ended		
	Three months ended		
	March 31,		
	March 31,		
	March 31,		
	2024		
	2024		
		June 30,	June 30,
	2024	2024	2023
		2024	2023
Acquisition and integration			
Acquisition and integration			
Acquisition and integration			
Enterprise transformation, including Future Forward and platform modernization			
Enterprise transformation, including Future Forward and platform modernization			
Enterprise transformation, including Future Forward and platform modernization			
Severance and other termination expenses			
Severance and other termination expenses			
Severance and other termination expenses			
Separation of the Worldpay Merchant Solutions business			
Separation of the Worldpay Merchant Solutions business			

Separation of the Worldpay Merchant Solutions business
Incremental stock compensation directly attributable to specific programs
Incremental stock compensation directly attributable to specific programs
Incremental stock compensation directly attributable to specific programs
Other, including divestiture-related expenses and enterprise cost control and other initiatives
Other, including divestiture-related expenses and enterprise cost control and other initiatives
Other, including divestiture-related expenses and enterprise cost control and other initiatives
Total acquisition, integration and other costs
Total acquisition, integration and other costs
Total acquisition, integration and other costs

Amounts in table may not sum due to rounding.

Other costs in Corporate and Other also include incremental amortization expense associated with shortened estimated useful lives and accelerated amortization methods for certain software and deferred contract cost assets resulting from the Company's platform modernization, impairment charges described in Note 7 and costs that were previously incurred in support of the Worldpay Merchant Solutions business but are not directly attributable to it and thus were not recorded in discontinued operations.

Adjusted EBITDA

Adjusted EBITDA is a measure of segment profit or loss that is reported to the chief operating decision maker, the Company's Chief Executive Officer and President, for purposes of making decisions about allocating resources to the segments and assessing their performance. For this reason, Adjusted EBITDA, as it relates to our segments, is presented in conformity with FASB ASC Topic 280, *Segment Reporting*. Adjusted EBITDA is defined as net earnings (loss) before net interest expense,

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net other income (expense), income tax provision (benefit), equity method investment earnings (loss), and depreciation and amortization, and excludes certain costs and other transactions that management deems non-operational in nature or that otherwise improve the comparability of do not constitute normal, recurring, cash operating results across reporting periods by their exclusion. This measure is reported expenses necessary to the chief operating decision maker for purposes of making decisions about allocating resources to the segments and assessing their performance, operate our business. The items affecting the segment profit measure generally include the purchase price amortization of acquired intangible assets, as well as acquisition, integration and certain other costs and asset impairments. These costs and adjustments are recorded in the Corporate and Other segment for the periods discussed below. Adjusted EBITDA for the respective segments excludes the foregoing costs and adjustments.

Summarized financial information for the Company's segments is shown in the following tables. The Company does not evaluate performance or allocate resources based on segment asset data; therefore, such information is not presented.

For the three months ended June 30, 2024 (in millions):

	Capital			
	Banking	Market	Corporate	Total
	Solutions	Solutions	and Other	
Revenue	\$ 1,710	\$ 722	\$ 57	\$ 2,489
Operating expenses	(1,106)	(452)	(553)	(2,111)
Depreciation and amortization (including purchase accounting amortization)	161	97	172	430
Acquisition, integration and other costs	—	—	186	186
Asset impairments	—	—	4	4
Adjusted EBITDA	\$ 765	\$ 367	\$ (134)	\$ 998
Adjusted EBITDA				\$ 998
Depreciation and amortization				(262)
Purchase accounting amortization				(168)
Acquisition, integration and other costs				(186)
Asset impairments				(4)
Interest expense, net				(43)
Other income (expense), net				(13)
(Provision) benefit for income taxes				(89)
Equity method investment earnings (loss), net of tax				10

Acquisition, integration and other costs
Asset impairments
Asset impairments
Asset impairments
Indirect Worldpay business support costs
Indirect Worldpay business support costs
Indirect Worldpay business support costs
Interest expense, net
Interest expense, net
Interest expense, net
Other income (expense), net
Other income (expense), net
Other income (expense), net
(Provision) benefit for income taxes
(Provision) benefit for income taxes
(Provision) benefit for income taxes
Equity method investment earnings (loss), net of tax
Equity method investment earnings (loss), net of tax
Equity method investment earnings (loss), net of tax
Net earnings (loss) from discontinued operations, net of tax
Net earnings (loss) from discontinued operations, net of tax
Net earnings (loss) from discontinued operations, net of tax
Net earnings attributable to noncontrolling interest
Net earnings attributable to noncontrolling interest
Net earnings attributable to noncontrolling interest
Net earnings (loss) attributable to FIS common stockholders
Net earnings (loss) attributable to FIS common stockholders
Net earnings (loss) attributable to FIS common stockholders
Capital expenditures
Capital expenditures
Capital expenditures
Net earnings attributable to FIS common stockholders
Net earnings attributable to FIS common stockholders
Net earnings attributable to FIS common stockholders
Capital expenditures (1)
Capital expenditures (1)
Capital expenditures (1)

For the three months ended March 31, 2023 (in millions):

	Banking Solutions	Capital Market Solutions	Corporate and Other	Total
Revenue	\$ 1,646	\$ 663	\$ 88	\$ 2,397
Operating expenses	(1,129)	(436)	(521)	(2,086)
Depreciation and amortization (including purchase accounting amortization)	154	93	200	447
Acquisition, integration and other costs	—	—	100	100
Indirect Worldpay business support costs	—	—	42	42
Adjusted EBITDA	<u>\$ 671</u>	<u>\$ 320</u>	<u>\$ (91)</u>	<u>\$ 900</u>
Adjusted EBITDA			\$	900
Depreciation and amortization				(271)
Purchase accounting amortization				(176)
Acquisition, integration and other costs				(100)
Indirect Worldpay business support costs				(42)
Interest expense, net				(142)
Other income (expense), net				(36)

(Provision) benefit for income taxes				(37)
Net earnings (loss) from discontinued operations, net of tax				45
Net earnings attributable to noncontrolling interest				(1)
Net earnings attributable to FIS common stockholders				<u>\$ 140</u>
Capital expenditures	<u>\$ 98</u>	<u>\$ 63</u>	<u>\$ 32</u>	<u>\$ 193</u>

(1) Capital expenditures include \$20 million in other financing obligations for certain hardware.

For the six months ended June 30, 2024 (in millions):

	Banking	Capital		
	Solutions	Market	Corporate	
	Solutions	Solutions	and Other	Total
Revenue	\$ 3,394	\$ 1,428	\$ 135	\$ 4,957
Operating expenses	(2,204)	(925)	(1,089)	(4,218)
Depreciation and amortization (including purchase accounting amortization)	321	199	339	859
Acquisition, integration and other costs	—	—	344	344
Asset impairments	—	—	18	18
Indirect Worldpay business support costs	—	—	14	14
Adjusted EBITDA	<u>\$ 1,511</u>	<u>\$ 702</u>	<u>\$ (239)</u>	<u>\$ 1,974</u>
Adjusted EBITDA				\$ 1,974
Depreciation and amortization				(525)
Purchase accounting amortization				(334)
Acquisition, integration and other costs				(344)
Asset impairments				(18)
Indirect Worldpay business support costs				(14)
Interest expense, net				(120)
Other income (expense), net				(167)
(Provision) benefit for income taxes				(116)
Equity method investment earnings (loss), net of tax				(76)
Net earnings (loss) from discontinued operations, net of tax				709
Net earnings attributable to noncontrolling interest				(1)
Net earnings (loss) attributable to FIS common stockholders				<u>\$ 968</u>
Capital expenditures	<u>\$ 227</u>	<u>\$ 146</u>	<u>\$ 12</u>	<u>\$ 385</u>

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For the six months ended June 30, 2023 (in millions):

	Banking	Capital		
	Solutions	Market	Corporate	
	Solutions	Solutions	and Other	Total
Revenue	\$ 3,312	\$ 1,335	\$ 174	\$ 4,821
Operating expenses	(2,225)	(859)	(1,076)	(4,160)
Depreciation and amortization (including purchase accounting amortization)	307	181	398	886
Acquisition, integration and other costs	—	—	213	213
Asset impairments	—	—	1	1
Indirect Worldpay business support costs	—	—	83	83
Adjusted EBITDA	<u>\$ 1,394</u>	<u>\$ 657</u>	<u>\$ (207)</u>	<u>\$ 1,844</u>
Adjusted EBITDA				\$ 1,844
Depreciation and amortization				(535)

Purchase accounting amortization				(351)
Acquisition, integration and other costs				(213)
Asset impairments				(1)
Indirect Worldpay business support costs				(83)
Interest expense, net				(302)
Other income (expense), net				(113)
(Provision) benefit for income taxes				(65)
Net earnings (loss) from discontinued operations, net of tax				(6,634)
Net earnings attributable to noncontrolling interest				(3)
Net earnings attributable to FIS common stockholders				<u>\$ (6,456)</u>
Capital expenditures (1)	\$ 194	\$ 127	\$ 70	<u>\$ 391</u>

(1) Capital expenditures include \$20 million in other financing obligations for certain hardware.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

Unless stated otherwise or the context otherwise requires, all references to "FIS," "we," "our," "us," the "Company" or the "registrant" are to Fidelity National Information Services, Inc., a Georgia corporation, and its subsidiaries.

The following discussion should be read in conjunction with Item 1. Condensed Consolidated Financial Statements (Unaudited) and the Notes thereto included elsewhere in this report. The statements contained in this Form 10-Q or in our other documents or in oral presentations or other management statements that are not purely historical are forward-looking statements within the meaning of the U.S. federal securities laws. Statements that are not historical facts, as well as other statements about our expectations, beliefs, intentions, or strategies regarding the future, or other characterizations of future events or circumstances, are forward-looking statements. Forward-looking statements include statements about anticipated financial outcomes, including any earnings outlook or projections, projected revenue or expense synergies or dis-synergies, business and market conditions, outlook, foreign currency exchange rates, deleveraging plans, expected dividends and share repurchases of the Company, the Company's sales pipeline and anticipated profitability and growth, plans, strategies and objectives for future operations, strategic value creation, risk profile and investment strategies, any statements regarding future economic conditions or performance and any statements with respect to the future impacts of the Worldpay Sale or any agreements or arrangements entered into in connection with such transaction, the expected financial and operational results of the Company, and expectations regarding the Company's business or organization after the separation of the Worldpay Merchant Solutions business. These statements may be identified by words such as "expect," "anticipate," "intend," "plan," "believe," "will," "should," "could," "would," "project," "continue," "likely," and similar expressions, and include statements reflecting future results, statements of outlook and various accruals and estimates. These statements relate to future events and our future results and involve a number of risks and uncertainties. Forward-looking statements are based on management's beliefs as well as assumptions made by, and information currently available to, management.

Actual results, performance or achievement could differ materially from these forward-looking statements. The risks and uncertainties to which forward-looking statements are subject include the following, without limitation:

- changes in general economic, business and political conditions, including those resulting from COVID-19 or other pandemics, a recession, intensified or expanded international hostilities, acts of terrorism, increased rates of inflation or interest, changes in either or both the United States and international lending, capital and financial markets or currency fluctuations;
- the risk that acquired businesses will not be integrated successfully or that the integration will be more costly or more time-consuming and complex than anticipated;
- the risk that cost savings and synergies anticipated to be realized from acquisitions may not be fully realized or may take longer to realize than expected or that costs may be greater than anticipated;
- the risks of doing business internationally;
- the effect of legislative initiatives or proposals, statutory changes, governmental or applicable regulations and/or changes in industry requirements, including privacy and cybersecurity laws and regulations;
- the risks of reduction in revenue from the elimination of existing and potential customers due to consolidation in, or new laws or regulations affecting, the banking, retail and financial services industries or due to financial failures or other setbacks suffered by firms in those industries;
- changes in the growth rates of the markets for our solutions;
- the amount, declaration and payment of future dividends is at the discretion of our Board of Directors and depends on, among other things, our investment opportunities, results of operations, financial condition, cash requirements, future prospects, and other factors that may be considered relevant by our Board of Directors, including legal and contractual restrictions;
- the amount and timing of any future share repurchases is subject to, among other things, our share price, our other investment opportunities and cash requirements, our results of operations and financial condition, our future prospects and other factors that may be considered relevant by our Board of Directors and management;
- failures to adapt our solutions to changes in technology or in the marketplace;
- internal or external security or privacy breaches of our systems, including those relating to unauthorized access, theft, corruption or loss of personal information and computer viruses and other malware affecting our software or platforms, and the reactions of customers, card associations, government regulators and others to any such events;

- the risk that implementation of software, including software updates, for customers or at customer locations or employee error in monitoring our software and platforms may result in the corruption or loss of data or customer information, interruption of business operations, outages, exposure to liability claims or loss of customers;
 - the risk that partners and third parties may fail to satisfy their legal obligations to us;
 - risks associated with managing pension cost, cybersecurity issues, IT outages and data privacy;
-
- the reaction of current and potential customers to communications from us or regulators regarding information security, risk management, internal audit or other matters;
 - risks associated with the expected benefits and costs of the separation of the Worldpay Merchant Solutions business, including the risk that the expected benefits of the transaction or any contingent purchase price will not be realized within the expected timeframe, in full or at all, or that dis-synergies may be greater than anticipated;
 - the risk that the costs of restructuring transactions and other costs incurred in connection with the separation of the Worldpay business will exceed our estimates or otherwise adversely affect our business or operations;
 - the impact of the separation of Worldpay on our businesses, including the impact on relationships with customers, governmental authorities, suppliers, employees and other business counterparties;
 - the risk that the earnings from our minority stake in the Worldpay business will be less than we anticipate;
 - competitive pressures on pricing related to the decreasing number of community banks in the U.S., the development of new disruptive technologies competing with one or more of our solutions, increasing presence of international competitors in the U.S. market and the entry into the market by global banks and global companies with respect to certain competitive solutions, each of which may have the impact of unbundling individual solutions from a comprehensive suite of solutions we provide to many of our customers;
 - the failure to innovate in order to keep up with new emerging technologies, which could impact our solutions and our ability to attract new, or retain existing, customers;
 - an operational or natural disaster at one of our major operations centers;
 - failure to comply with applicable requirements of payment networks or changes in those requirements;
 - fraud by bad actors; and
 - other risks detailed elsewhere in the "Risk Factors" and other sections of our Annual Report on Form 10-K for the fiscal year ended December 31, 2023, and in our other filings with the Securities and Exchange Commission.

Other unknown or unpredictable factors also could have a material adverse effect on our business, financial condition, results of operations and prospects. Accordingly, readers should not place undue reliance on these forward-looking statements. These forward-looking statements are inherently subject to uncertainties, risks and changes in circumstances that are difficult to predict. Except as required by applicable law or regulation, we do not undertake (and expressly disclaim) any obligation and do not intend to publicly update or review any of these forward-looking statements, whether as a result of new information, future events or otherwise.

Overview

FIS is a financial technology company providing solutions **that underpin the world's financial system** to financial institutions, businesses and developers. We unlock financial technology **that underpins to the world's financial system, world across the money lifecycle, accelerating solution innovation for money at rest, money in motion and money at work.** Our people are dedicated to advancing the way the world pays, banks and invests, by helping our clients **to** confidently run, grow and protect their businesses. Our expertise comes from decades of experience helping financial institutions and businesses **of all sizes** adapt to meet the needs of their customers by harnessing **the power that comes when where** reliability meets innovation in financial technology. Headquartered in Jacksonville, Florida, FIS is a member of the Fortune 500® and the Standard & Poor's 500® Index. FIS is incorporated under the laws of the State of Georgia as Fidelity National Information Services, Inc., and our stock is traded under the trading symbol "FIS" on the New York Stock Exchange.

Our growth has been driven by a number of factors, including growth of our customers' businesses, our internal development of new solutions that enhance our client offerings, and our sales and marketing efforts to expand our customer base and addressable markets. Acquisitions have also contributed additional solutions that complement or enhance our offerings, diversify our client base, expand our geographic coverage, and provide entry into new and attractive adjacent markets that align with our strategic objectives. We continue to strategically allocate resources to both internal and external growth initiatives to enhance the long-term value of our business.

On January 31, 2024, the Company completed the previously announced sale (the "Worldpay Sale") of a 55% equity interest in its Worldpay Merchant Solutions business to private equity funds managed by GTCR, LLC (such funds, the "Buyer"). Following the closing of the Worldpay Sale, we retain a non-controlling 45% ownership interest in a new standalone joint venture, Worldpay Holdco, LLC ("Worldpay"), which will continue to provide merchant acquiring and related services to businesses of all sizes and across any industry globally, enabling them to accept, authorize and settle electronic payment transactions. In connection with the Worldpay Sale, FIS and Worldpay have entered into commercial agreements, preserving a key value proposition for clients of both businesses and reducing potential dis-synergies. FIS and Worldpay also entered into additional agreements as described in Note 4 to the consolidated financial statements.

Business Trends and Conditions

Our revenue from continuing operations is primarily derived from a combination of technology and processing solutions, transaction processing fees, professional services and software license fees. While we are a global company and do business around the world, the majority of our revenue is generated by clients in the U.S. The majority of our international revenue is generated by clients in the U.K., Germany, Canada, **Australia**, Brazil **Australia** and Switzerland. In addition, the majority of our revenue has historically been recurring and has been provided under multi-year Banking and Capital Markets contracts that contribute relative stability to our revenue stream. These solutions, in general, are

considered critical to our clients' operations. Professional services revenue is typically non-recurring, though recognition often occurs over time rather than at a point in time. Sales of software licenses are typically non-recurring with point-in-time recognition and are less predictable.

Lengthy sales cycles particularly for large Banking transactions with a total contract value in excess of \$50 million, continued to persist during the first quarter half of 2024, which we believe resulted from economic uncertainty. We also experienced, and continue to experience, relatively high rates of inflation in these our primary markets, including increasing wage and benefits rates, which management believes is in part due to inflation and in part due to competitive job markets for the skilled employees who support our businesses, as well as increasing non-labor-related costs. The magnitude of future effects of economic uncertainty, including lengthy sales cycles, and inflation is difficult to predict, although these factors have had an adverse effect on our results of operations and, to the extent they persist, may continue to have a negative effect. Rising Relatively high interest rates have had, and may continue to have, a negative impact on our interest expense. However, during the first quarter of 2024, and subsequent to June 30, 2024, we used a portion of the net proceeds from the Worldpay Sale to repay our borrowings under our commercial paper programs and reduce our long-term debt, which has decreased and will continue to decrease our future interest expense from previous levels. Impacts of foreign currency fluctuations remained slightly favorable during the first quarter half of 2024. Given the volatility of exchange rates and the mix of currencies involved in both revenues and expenses, the direction and magnitude of future effects of currency fluctuations are uncertain. The combined effect of the factors noted above has slowed our revenue growth rate. Over the longer term, we are targeting improvements in our revenue growth rate and margins to the extent of improving economic conditions and in response to planned management actions, including our cost savings initiatives.

On January 31, 2024, the Company completed the previously announced Worldpay Sale for cash consideration in a transaction valuing the Worldpay Merchant Solutions business at an enterprise value of \$18.5 billion, including \$1.0 billion of consideration contingent on the returns realized by Buyer exceeding certain thresholds. The net cash proceeds received by FIS at the closing were greater than \$12 billion, net of estimated closing adjustments, debt restructuring fees, taxes and transaction costs. We used a portion of the proceeds from the sale to retire debt and repurchase shares, and we plan to continue to use the remaining proceeds to return additional capital to shareholders through our existing share repurchase authorization, as well as for general corporate purposes, including acquisitions, while maintaining an investment grade credit rating. In connection with the sale, FIS and Worldpay have entered into commercial agreements, preserving a key value proposition for clients of both businesses and minimizing potential dis-synergies. FIS and Worldpay also entered into additional agreements as described in Note 4 to the consolidated financial statements. Upon closing of the Worldpay Sale, we recorded a loss on sale of the disposal group of \$466 million and retained a non-controlling 45% ownership interest in Worldpay. Post-closing selling price adjustments could result in further adjustments to the loss on sale amount. FIS' share of the net income of Worldpay is now reported as Equity method investment earnings (loss), net of tax.

We continue to assist financial institutions and other businesses in migrating to outsourced integrated technology solutions to improve their profitability and address increasing and ongoing regulatory requirements. As a provider of outsourced solutions, we benefit from multi-year recurring revenue streams, which help moderate the effects of broader year-to-year economic and market changes that otherwise might have a larger impact on our results of operations. We believe our integrated solutions and outsourced services are well-positioned to address this outsourcing trend across the markets we serve.

We continue to invest in modernization, innovation and integrated solutions to meet the demands of the markets we serve and compete with global banks, financial and other technology providers, and emerging technology innovators. We invest both internally and through investment opportunities in companies building complementary technologies in the financial services space. Our internal development activities have related primarily to the modernization of our proprietary core systems in each of our segments, design and development of next-generation digital and innovative solutions and development of processing systems and related software applications and risk management platforms. We expect to continue to invest an appropriate level of resources to maintain, enhance and extend the functionality of our proprietary systems and existing software applications, to develop new and innovative software applications and systems to address emerging technology trends in response to the needs of our clients, and to enhance the capabilities of our outsourcing infrastructure.

Consumer preference continues to shift from traditional branch banking services to digital banking solutions, and our clients seek to provide a single integrated banking experience through their branch, mobile, internet and voice banking

channels. We have been providing our large regional banking customers in the U.S. with Digital One, an integrated digital banking platform, and are now adding functionality and offering Digital One to our community bank clients to provide a consistent, omnichannel experience for consumers of banking services across self-service channels like mobile banking and online banking, as well as supporting channels for bank staff operating in bank branches and contact centers. The uniform customer experience extends to support a broad range of financial services including opening new accounts, servicing of existing accounts, money movement, and personal financial management, as well as other consumer, small business and commercial banking capabilities. Digital One is integrated into several of the core banking platforms offered by FIS and is also offered to customers of non-FIS core banking systems.

Consolidation within the banking industry has occurred and may continue, primarily in the form of merger and acquisition activity among financial institutions, which we believe would broadly be detrimental to the profitability of the financial technology industry. However, consolidation resulting from specific merger and acquisition transactions may be beneficial to our business. When consolidations of financial institutions occur, merger partners often operate systems obtained from competing service providers. The newly formed entity generally makes a determination to migrate its core and payments systems to a single platform. When a financial institution processing client is involved in a consolidation, we may benefit by their expanding the use of our solutions if such solutions are chosen to survive the consolidation and to support the newly combined entity. Conversely, we may lose revenue if we are providing solutions to both entities, or if a client of ours is involved in a consolidation and our solutions are not chosen to support the newly combined entity. It is also possible that larger financial institutions resulting from consolidation may have greater leverage in negotiating terms or could decide to perform in-house some or all of the solutions that we currently provide or could provide. We seek to mitigate the risks of consolidations by offering other competitive solutions to take advantage of specific opportunities at the surviving company.

Recent U.S. bank failures could negatively impact our results to the extent more of our customers become illiquid; however, our current exposure to recent past bank closures is limited, and we may be a long-term beneficiary of these closures. As a leading provider of financial technology services to the top 100 U.S. banks by asset size as well as other global financial institutions, FIS boasts a highly diversified customer base, with no single customer accounting for more than approximately 2% of 2023 revenue from continuing

operations. With respect to U.S. financial institution customers that closed during 2023, FIS expects to continue to provide services for the majority of these banks, and our revenue exposure from potential contract terminations related to these banks is not material. Further, FIS' core banking customer contracts are generally structured with fees that increase based on the number of active accounts or transactions rather than the amount of deposits. Thus, to the extent account volume increases, we are positioned to benefit from this growth as a leading core banking services provider to large financial institutions.

We continue to see demand in the payments market for innovative solutions that will deliver faster, more convenient payment options in mobile channels, internet applications, in-store cards, and digital currencies. The payment processing industry is adopting new technologies, developing new solutions, evolving new business models, and is being affected by new market entrants and by an evolving regulatory environment. As financial institutions respond to these changes by seeking solutions to help them enhance their own offerings to consumers, including the ability to accept card-not-present payments in eCommerce and mobile environments, as well as contactless cards and mobile wallets at the point of sale, FIS believes that payment processors will seek to develop additional capabilities in order to serve clients' evolving needs. To facilitate this expansion, we believe that payment processors will need to enhance their technology platforms so they can deliver these capabilities and differentiate their offerings from other providers.

We believe that these market changes present both an opportunity and a risk for us, and we cannot predict which emerging technologies or solutions will be successful. However, FIS believes that payment processors, like FIS, that have scalable, integrated business models, provide solutions across the payment processing value chain and utilize broad distribution capabilities will be best-positioned to enable emerging alternative electronic payment technologies in the long term. Further, FIS believes that its depth of capabilities and breadth of distribution will enhance its position as emerging payment technologies are adopted by merchants and other businesses. FIS' ability to partner with non-financial institution enterprises, such as mobile payment providers and internet, retail and social media companies, continues to create attractive growth opportunities as these new entrants seek to become more active participants in the development of alternative electronic payment technologies and to facilitate the convergence of retail, online, mobile and social commerce applications.

Cyberattacks on information technology systems and the vendors and technological supply chain they rely on continue to grow in frequency, complexity and sophistication. This is a trend we expect to continue. The continued growth in the frequency, complexity and sophistication of cyberattacks presents both a threat and an opportunity for FIS. Using expertise we have gained from our ongoing focus and investment, we have developed and we offer fraud, security, risk management and

compliance solutions to target this growth opportunity in the financial services industry. We also use certain of these solutions to manage our own risks.

Critical Accounting Policies and Estimates

There have been no significant changes to our critical accounting policies and estimates as disclosed in our Annual Report on Form 10-K for the year ended December 31, 2023.

Consolidated Results of Operations - Comparisons of three-month and six-month periods ended March 31, 2024 June 30, 2024 and 2023

		Three months ended March 31,				Three months ended March 31,				Three months ended March 31,			

		Three months ended March 31,										Three months ended March 31,										Three months ended March 31,									
		\$										\$										\$									
		Three months ended June 30,										Six months ended June 30,																			
		\$										\$										%									
		2024	2024	2024	2023	Change	Change	2024	2024	2024	2023	Change	Change	2024	2024	2024	2023	Change	Change												
2024																															
2024																															
Other income (expense):																															
Other income (expense):																															
Other income (expense):																															
Interest expense, net																															
Interest expense, net																															
Interest expense, net		\$ (43)	\$ (160)	\$	\$117	NM	NM	\$(120)	\$	\$ (302)	\$	\$182	NM	NM																	
Other income (expense), net		(13)	(77)	(77)	64	64	NM	NM	(167)	(113)	(113)	(54)	(54)	NM																	
Other income (expense), net																															
Other income (expense), net																															
Total other income (expense), net		\$(56)	\$	\$(237)	181	181	NM	NM	\$(287)	\$	\$(415)	128	128	NM																	
Total other income (expense), net																															
Total other income (expense), net																															

The decrease in interest expense, net during the three and six months ended March 31, 2024 June 30, 2024, was primarily due to a reduction in our outstanding borrowings under our commercial paper programs and senior notes using a portion of the net proceeds from the Worldpay Sale and increased interest income generated on the proceeds of the Worldpay Sale.

Other income (expense), net for the periods presented consists of various income and expense items outside of the Company's operating activities, including foreign currency transaction remeasurement gains and losses; realized and unrealized gains and losses on equity security investments, including impairment losses on these investments; and fair value adjustments on certain non-operating assets and liabilities, including certain derivatives as further described in Note 10 to the consolidated financial statements. The \$(118) million net change in Other income (expense) six-month period ended June 30, 2024, net during the three months ended March 31, 2024, related primarily to included loss on extinguishment of debt of approximately \$(174) million, as discussed in Note 9 to the consolidated financial statements. The three- and six-month periods ended June 30, 2023, included \$32 million of impairment on an equity security investment which the Company agreed to sell for less than its carrying value subsequent to June 30, 2023.

Provision (Benefit) for Income Taxes

	Three months ended March 31,											
	Three months ended March 31,											
	Three months ended March 31,											
	\$											
	\$											
	Three months ended June 30,						Six months ended June 30,					
	\$						\$ %					
	2024	2024	2023	Change	Change	2024	2023	Change	Change	\$	%	
	2024											
	2024											
	(In millions)											
	(In millions)											
	(In millions)											
Provision (benefit) for income taxes												
Provision (benefit) for income taxes												
Provision (benefit) for income taxes	\$ 89	\$ 29	\$ 60	NM	NM	\$ 116	\$ 65	\$ 51	NM	NM		
Effective tax rate												
Effective tax rate												
Effective tax rate												
NM = Not meaningful												

NM = Not meaningful

The decrease/increase in the effective tax rate for the three months ended March 31, 2024/June 30, 2024, was predominately driven by book-tax differences in the one-time tax benefit due to a change in expected realizability/treatment of deferred taxes/stock compensation awards. As described in Note 2 to the consolidated financial statements, the Company reflects its investor-level tax impact relating to equity method investments as a component of Equity method investment earnings (loss), net of tax in the consolidated statement of earnings (loss). Therefore, equity method investment earnings (loss) and the related investor-level tax are excluded from the calculation of FIS' estimated annual effective tax rate.

Equity Method Investment Earnings (Loss)

	Two months ended											
	March 31,											
	Two months ended											
	March 31,											
	Two months ended											
	March 31,											
							Five months					
	Three months ended June 30,											
	Three months ended June 30,											
	Three months ended June 30,											
	\$											
	\$											
	2024	2024	2023	Change	Change	Change	June 30,	2024	2023	Change	Change	%
	2024											
	2024											
	(In millions)											
	(In millions)											

[illegible]

As discussed in Note 1 to the consolidated financial statements, the Company completed the Worldpay Sale on January 31, 2024, retaining a non-controlling ownership interest in Worldpay. We account for our remaining minority ownership in Worldpay using the equity method of accounting. As of **March 31, 2024** **June 30, 2024**, we own 45% of Worldpay. During the **two-month**

Discontinued Operations

[illegible][illegible]

[illegible]

As discussed in Note 1 to the consolidated financial statements, the Company completed the Worldpay Sale on January 31, 2024. The results of the Worldpay Merchant Solutions business prior to the completion of the Worldpay Sale have been presented as discontinued operations.

Revenue As discussed in Note 3 to the consolidated financial statements, certain businesses included in the Worldpay Sale have yet to be conveyed to Worldpay due to pending regulatory approvals; these businesses continue to generate an immaterial amount of revenue and earnings from discontinued operations for operations. For the one-month period three- and six-month periods ended January 31, 2024 June 30, 2024, decreased compared to changes in each of the three months ended March 31, 2023, as captions above are a result of the Worldpay Sale.

For the one-month period three and six months ended January 31, 2024 June 30, 2023, the earnings Earnings (loss) from discontinued operations related to major classes of pretax earnings (loss) increased compared to, as well as Earnings (loss) from discontinued operations, net of tax, included a \$6.8 billion impairment of goodwill. Additionally, beginning on July 5, 2023, the three months ended March 31, 2023, primarily as a result of stopping Company ceased amortization of long-lived assets held for sale beginning on July 5, 2023, partially offset as a result of the Worldpay Sale on January 31, 2024. sale.

For the one-month six-month period ended January 31, 2024 June 30, 2024, pretax loss gain (loss) on the disposal of discontinued operations of \$466 million was \$466 million, which recorded upon the closing of the Worldpay Sale and reflects the impact of the excess of the carrying value of the disposal group to the estimated fair value less cost to sell as of the closing of the sale. sell.

The For the six-month period ended June 30, 2024, the Company recorded a tax benefit of \$991 million, primarily from the write-off of U.S. deferred tax liabilities that were not transferred in the Worldpay Sale, net of the estimated current U.S. tax cost that the Company expects to incur as a result of the Worldpay Sale and which was recorded based on available data and management determinations as of March 31, 2024. Sale.

For the one-month period ended January 31, 2024, earnings (loss) from discontinued operations, net of tax decreased due to the items noted above.

Post-closing selling price adjustments and completion of other purchase agreement provisions in connection with the Worldpay Sale could result in further adjustments to the loss on sale amount and the estimated U.S. tax impact cost.

Segment Results of Operations - Comparisons of three-month three- and six-month periods ended March 31, 2024 June 30, 2024 and 2023

FIS reports its financial performance based on the following segments: Banking Solutions, Capital Market Solutions, and Corporate and Other.

Adjusted EBITDA is defined as net earnings (loss) before net interest expense, net other income (expense), income tax provision (benefit), equity method investment earnings (loss), and depreciation and amortization, and excludes certain costs and other transactions that management deems non-operational in nature or that otherwise improve the comparability of operating results across reporting periods by their exclusion. This measure is reported to the our chief operating decision maker, the Company's Chief Executive Officer and President, for purposes of making decisions about allocating resources to the segments and assessing their performance. For this reason, Adjusted EBITDA, as it relates to our segments, is presented in conformity with FASB ASC Topic 280, *Segment Reporting*. Reporting. Adjusted EBITDA is defined as net earnings (loss) before net interest expense, net other income (expense), income tax provision (benefit), equity method investment earnings (loss), and depreciation and amortization, and excludes certain costs that do not constitute normal, recurring, cash operating expenses necessary to operate our business. The items affecting the segment profit measure generally include purchase price amortization of acquired intangible assets, as well as

acquisition, integration and certain other costs and asset impairments. These costs and adjustments are recorded in the Corporate and Other segment for the periods discussed below. Adjusted EBITDA for the respective segments excludes the foregoing costs and adjustments. Financial information, including details of Adjusted EBITDA, for each of our segments is set forth in Note 13 to the consolidated financial statements.

Banking Solutions

	Three months ended March 31,
	Three months ended March 31,
	Three months ended March 31,

	Three months ended June 30,						Six months ended June 30,					
	\$						\$ %					
	\$						\$ %					
	\$						\$ %					
	\$						\$ %					
	2024	2023	Change	Change	2024	2023	Change	Change				
Revenue												
Revenue												
Revenue	\$ 1,710	\$ 1,666	\$ 44	3	3	%	\$ 3,394	\$ 3,312	\$ 82	2	2	%
Adjusted EBITDA												
Adjusted EBITDA												
Adjusted EBITDA												
Adjusted EBITDA margin												
Adjusted EBITDA margin												
Adjusted EBITDA margin												
Adjusted EBITDA margin basis points change												
Adjusted EBITDA margin basis points change												
Adjusted EBITDA margin basis points change												

Three months ended **March 31: June 30:**

Revenue in our Banking segment increased 3% for the three months ended June 30, 2024. Recurring revenue contributed 2% to total segment growth, driven by higher transaction processing revenue. Non-recurring revenue contributed 2% to growth, as strong license sales and termination fee growth offset a decline in revenue from servicing federally funded pandemic relief programs. Professional services revenue contributed (1%) to segment growth.

Adjusted EBITDA increased year over year due to the revenue impacts noted above and the results of the Company's cost savings initiatives. Adjusted EBITDA margin expanded year over year, driven by the Company's cost savings initiatives and a favorable revenue mix compared to the prior year, including an increase in high-margin license revenue.

Six months ended June 30:

Revenue in our Banking segment increased 2% for the **three** six months ended **March 31, 2024 June 30, 2024**. Recurring revenue contributed **3% 2%** to total segment growth, **as payments volumes increased year over year, including in our value-added driven by higher transaction processing businesses. revenue.** Non-recurring **and professional services** revenue contributed **a combined (1%) 1%** to **total segment** growth, as strong license sales and termination fee growth **was offset by** a decline in revenue from servicing federally funded pandemic relief programs. **Professional services revenue contributed (1%) to segment growth.**

Adjusted EBITDA increased year over year due to the revenue impacts noted above and the results of the Company's cost savings initiatives. Adjusted EBITDA margin expanded significantly year over year, driven by the Company's cost savings initiatives and **a** favorable revenue mix compared to the prior year, including an increase in high-margin license revenue.

Capital Market Solutions

	Three months ended March 31,												Three months ended March 31,												Three months ended March 31,																																																																																																																																															
	Three months ended June 30,												Six months ended June 30,																																																																																																																																																											
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Revenue																																																																																																																																																																								
Revenue	\$ 722												\$ 672												\$ 50												7												7												%												\$ 1,428												\$ 1,335												\$ 93												7												7												%																																			
Adjusted EBITDA																																																																																																																																																																								
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Adjusted EBITDA																																																																																																																																																																								

Adjusted EBITDA margin

Adjusted EBITDA margin basis points change

Adjusted EBITDA margin basis points change

Revenue in our Capital Markets segment increased 7% for the three months ended **March 31, 2024** **June 30, 2024**. Recurring revenue contributed **7%** **5%** to total segment growth due to strong new sales momentum and continued movement to a SaaS-based recurring revenue model. **Non-recurring revenue contributed 2% to total segment growth due primarily to strong license sales growth.**

Adjusted EBITDA increased year over year due to the revenue impacts noted above. Adjusted EBITDA margin declined expanded year over year, due primarily to the Company's operating leverage.

Revenue in our Capital Markets segment increased 7% for the six months ended June 30, 2024. Recurring revenue contributed 6% to total segment growth due to strong new sales momentum and continued movement to a SaaS-based recurring revenue model. Non-recurring revenue contributed 1% to total segment growth due primarily to strong license sales growth.

Adjusted EBITDA increased year over year due to the revenue mix, impacts noted above. Adjusted EBITDA margin remained approximately flat year over year.

	Three months ended March 31,				Three months ended March 31,				Three months ended March 31,				Three months ended June 30,				Six months ended June 30,			

Three months ended **March 31:** **June 30:**

Revenue in our Corporate and Other segment decreased **12%** **33%** for the three months ended **March 31, 2024** **June 30, 2024**, due to the ramp down of non-strategic businesses, as well as prior-year divestitures, businesses.

Adjusted EBITDA decreased primarily due to the revenue impacts noted above. Corporate costs were slightly higher year over year due to dis-synergies associated with the Worldpay Sale, which were mostly offset by other cost saving initiatives.

Six months ended June 30:

Revenue in our Corporate and Other segment decreased 22% for the six months ended June 30, 2024, due to the ramp down of non-strategic businesses.

Adjusted EBITDA decreased primarily due to the revenue impacts noted above. Corporate costs were slightly higher year over year due to dis-synergies associated with the Worldpay Sale, which were mostly offset by other cost saving initiatives.

Liquidity and Capital Resources

Cash Requirements

Our principal ongoing cash requirements include operating expenses, income taxes, mandatory debt service payments, capital expenditures, stockholder dividends, working capital and timing differences in settlement-related assets and liabilities and may include discretionary debt repayments, share repurchases and business acquisitions. Our principal sources of funds are cash generated by operations and borrowings, including the capacity under our Revolving Credit Facility, the U.S. commercial paper program and the Euro-commercial paper program discussed in Note 9 to the consolidated financial statements, in addition to the net proceeds from the Worldpay Sale, which closed on January 31, 2024.

As of March 31, 2024 June 30, 2024, the Company had \$7.8 billion \$6.6 billion of available liquidity, including \$3.3 billion \$2.1 billion of cash and cash equivalents and \$4.5 billion of capacity available under its Revolving Credit Facility. Approximately \$1.1 billion of cash and cash equivalents is held by our foreign entities. The majority of our cash and cash equivalents relates to unused proceeds from the Worldpay Sale, in addition to settlement payables and net deposits-in-transit, which are typically settled within a few business days. Debt outstanding totaled \$11.2 billion, with an effective weighted average interest rate of 2.9% 2.8%. The Company repaid an aggregate principal amount of €500 million in 1.100% Senior Euro Notes at maturity on July 15, 2024.

Although we continue to evaluate the optimal capital structure for our business following the completion of the Worldpay Sale, we intend to maintain investment grade debt ratings for FIS.

We believe that our current level of cash and cash equivalents plus cash flows from operations will be sufficient to fund our operating cash requirements, capital expenditures and mandatory debt service payments for the next 12 months and the foreseeable future.

A regular quarterly dividend of \$0.36 per common share is payable on June 24, 2024 September 24, 2024, to shareholders of record as of the close of business on June 10, 2024 September 10, 2024. We currently expect to continue to pay quarterly dividends at a target payout ratio consistent with our capital allocation strategy, without regard to our equity method investment earnings (loss) attributable to our interest retained in Worldpay post-separation. However, the amount, declaration and payment of future dividends is at the discretion of the Board of Directors and depends on, among other things, our investment opportunities (including potential mergers and acquisitions), results of operations, financial condition, cash requirements, future prospects, and other factors, including legal and contractual restrictions, that may be considered relevant by our Board of Directors. Additionally, the payment of cash dividends may be limited by covenants in certain debt agreements.

In January 2021, our Board of Directors approved a share repurchase program under which it authorized the Company to repurchase up to 100 million shares of our common stock. In August 2024, our Board of Directors approved a separate, incremental share repurchase program authorizing the repurchase of up to \$3.0 billion in aggregate value of shares of our common stock. Repurchases under these programs will be made at management's discretion from time to time on the open market or in privately negotiated transactions and through Rule 10b5-1 plans. The share Neither of these repurchase program programs has no an expiration date, and either program may be suspended for periods, amended or discontinued at any time. Approximately \$4 million 20 million shares remained available for repurchase under the January 2021 program as of March 31, 2024. June 30, 2024, and the Company will exhaust its authorization under this program prior to repurchasing shares under the new program. We plan to continue to prioritize share repurchases under the current these share repurchase authorization. authorizations. We now intend to repurchase approximately \$4.0 billion of our shares during 2024, inclusive of \$1.4 billion \$2.5 billion in shares repurchased during the first quarter half of 2024.

Cash Flows from Operations

Our net cash provided by operating activities consists primarily of net earnings, adjusted to add back depreciation and amortization and other non-cash items, including asset impairments, loss on extinguishment of debt, and loss from equity method investment. Cash flows from operations were \$206 million \$752 million and \$291 million \$767 million for the three six month periods ended March 31, 2024 June 30, 2024 and 2023, respectively. Cash flows from operations decreased \$85 million \$15 million during the three six months ended

March 31, 2024, June 30, 2024, primarily due to timing of working capital, partially offset by an increase in earnings adjusted for non-cash items.

Cash Flows from Investing

Our principal investing activity relates to capital expenditures for software (purchased and internally developed) and property and equipment. We invested approximately \$202 million \$385 million and \$193 million \$371 million in capital expenditures (excluding other financing obligations for certain hardware and software) during the three-month six-month periods ended March 31, 2024 June 30, 2024 and 2023, respectively. We expect to continue investing in software and in property and equipment to support our business.

We also invest in acquisitions that complement and extend our existing solutions and capabilities and provide additional solutions to our portfolio, and we dispose of assets that are no longer considered strategic. In the first quarter half of 2024, we used approximately \$56 million of cash (net of cash acquired) related to new acquisitions. In 2024, in

connection with the Worldpay Sale, we received approximately \$12.8 billion in cash proceeds and divested \$3.1 billion in cash, cash equivalents and restricted cash included in current assets held for sale at the date of sale. We expect to continue to invest in acquisitions as part of our strategy to add solutions to help win new clients and cross-sell to existing clients.

During the three months ended June 30, 2024, we received distributions of \$29 million from Worldpay recorded as investing cash flows. We expect to continue to receive regular cash distributions from Worldpay pursuant to the terms of the LLCA.

Cash flows from investing also occasionally include cash received or paid relative to other activities that are not regularly recurring in nature.

Cash Flows from Financing

Cash flows from financing principally involve borrowing funds, repaying debt, repurchasing shares and paying dividends. In 2023, we paid \$173 million related to the 2020 Virtus acquisition to redeem a put option exercised by the founders as described in Note 5 to the consolidated financial statements.

Financing

For more information regarding the Company's debt and financing activity, see "Risk Factors—Risks Related to Our Indebtedness" in Item 1A of our Annual Report on Form 10-K filed on February 26, 2024, and "Quantitative and Qualitative Disclosures About Market Risk—Interest Rate Risk" in Item 3 below as well as Notes 9 and 10 to the consolidated financial statements.

Contractual Obligations

There were no material changes in our contractual obligations through the three months ended March 31, 2024 June 30, 2024, in comparison to the table included in our Annual Report on Form 10-K for the year ended December 31, 2023, except as disclosed in Note 9 to the consolidated financial statements.

Recent Accounting Pronouncements

No new accounting pronouncement issued or effective during the fiscal year had or is expected to have a material impact on our consolidated financial statements or disclosures.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

Market Risk

We are exposed to market risks primarily from changes in interest rates and foreign currency exchange rates. We periodically use certain derivative financial instruments, including interest rate swaps, cross-currency interest rate swaps and foreign currency forward contracts, to manage interest rate and foreign currency risk. We do not use derivatives for trading purposes, to generate income or to engage in speculative activity.

Interest Rate Risk

In addition to existing cash balances and cash provided by operating activities, we use fixed-rate and variable-rate debt to finance our operations. We are exposed to interest rate risk on these debt obligations.

Our fixed rate senior notes (as included in Note 9 to the consolidated financial statements) represent the majority of our fixed-rate long-term debt obligations as of March 31, 2024 June 30, 2024. The carrying value, excluding the fair value basis adjustments due to interest rate swaps described below and unamortized discounts, of our senior notes was \$11.5 billion \$11.4 billion as of March 31, 2024 June 30, 2024. The fair value of our senior notes was approximately \$10.5 billion \$10.4 billion as of March 31, 2024 June 30, 2024. The potential reduction in fair value of the senior notes from a hypothetical 10% increase in market interest rates would not be material to the overall fair value of the debt.

Our variable-rate risk principally relates to borrowings under our U.S. commercial paper program, Euro-commercial paper program, and Revolving Credit Facility (as included in Note 9 to the consolidated financial statements) (collectively, "variable-rate debt"). As of March 31, 2024 June 30, 2024, we had no variable-rate borrowings. At March 31, 2024 June 30, 2024, our weighted-average cost of debt was 2.9% 2.8%, with a weighted-average maturity of 7.0 year, 6.8 years, and 100% of our debt was fixed rate.

Foreign Currency Risk

We are exposed to foreign currency risks that arise from normal business operations. These risks include the translation of local currency balances of foreign subsidiaries, transaction gains and losses associated with intercompany loans with foreign subsidiaries and transactions denominated in currencies other than a location's functional currency. We may manage the exposure to these risks through a combination of normal operating activities and the use of foreign currency forward contracts and non-derivative and derivative investment hedges, instruments.

Our exposure to foreign currency exchange risks generally arises from our non-U.S. operations, to the extent they are conducted in local currency. Changes in foreign currency exchange rates affect translations of revenue denominated in currencies other than the U.S. Dollar. We generated approximately \$297 million \$302 million and \$297 million \$308 million during the three months, and \$599 million and \$605 million during the six months, ended March 31, 2024 June 30, 2024 and 2023, respectively, in revenue denominated in currencies other than the U.S. Dollar. The major currencies to which our revenue is exposed are the British Pound Sterling, Euro, Brazilian Real, Australian Dollar, Swedish Krona and Indian Rupee. A 10% movement in average exchange rates for these currencies (assuming a simultaneous and immediate 10% change in all of such rates for the relevant period) would have resulted in the following increase or decrease in our reported revenue for the three and six months ended March 31, 2024 June 30, 2024 and 2023 (in millions):

Currency	Currency	Three months ended		Six months ended	
		June 30,		June 30,	
		2024	2023	2024	2023
Currency					
Currency					
Currency					
Pound Sterling					
Pound Sterling					
Pound Sterling					
Euro					
Euro					
Euro					
Real					
Real					
Real					
Australian Dollar					
Australian Dollar					
Australian Dollar					
Swedish Krona					
Swedish Krona					
Swedish Krona					
Rupee					
Rupee					
Rupee					
Total increase or decrease					
Total increase or decrease					
Total increase or decrease					

While our results of operations have been impacted by the effects of currency fluctuations, our international operations' revenue and expenses are generally denominated in local currency, which reduces our economic exposure to foreign exchange risk in those jurisdictions.

Our foreign exchange risk management policy permits the use of derivative instruments, such as forward contracts and options, to reduce volatility in our results of operations and/or cash flows resulting from foreign exchange rate fluctuations. We do not enter into foreign currency derivative instruments for trading purposes or to engage in speculative activity. We do periodically enter into foreign currency forward contracts to hedge foreign currency exposure to intercompany loans, other balance sheet items or expected foreign currency cash flows resulting from forecasted transactions. The Company also utilizes foreign currency-denominated debt and cross-currency interest rate swaps designated as net investment hedges in order to reduce the volatility of the net investment value of certain of its Euro and Pound Sterling functional subsidiaries and utilizes cross-currency interest rate swaps designated as fair value hedges in order to mitigate the impact of foreign currency risk associated with our foreign currency-denominated debt (see Note 10 to the consolidated financial statements).

Item 4. Controls and Procedures

As of the end of the period covered by this report, we carried out an evaluation, under the supervision and with the participation of our principal executive officer and principal financial officer, of the effectiveness of the design and operation of

our disclosure controls and procedures, as such term is defined in Rule 13a-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Based on this evaluation, our principal executive officer and principal financial officer concluded that our disclosure controls and procedures were effective to ensure that information required to be disclosed by us in the reports that we file or submit under the Exchange Act is (a) recorded, processed, summarized and reported within the time periods specified in the

During the period covered by this report, none of the Company's directors or executive officers adopted or terminated a Rule 10b5-1 trading arrangement or a non-Rule 10b5-1 trading arrangement (each as defined in Item 408 of Regulation S-K under the Exchange Act).

Item 6. Exhibits

Exhibit No.	Exhibit Description	Incorporated by Reference				Filed/ Furnished Herewith
		Form	SEC File Number	Exhibit	Filing Date	
10.1	<u>Amended Form of Performance Stock Unit Award Agreement for the Chief Executive Officer and Restated Chief Financial Officer (including total shareholder return modifier) under the Fidelity National Information Services, Inc. Qualified Retirement Equity Program effective January 30, 2024 2022 Omnibus Incentive Plan for grants made in fiscal 2024. (1)</u>					*
10.2	<u>Form of Performance Stock Unit Award Agreement for executive officers (other than the Chief Executive Officer and Chief Financial Officer) under the Fidelity National Information Services, Inc. 2022 Omnibus Incentive Plan for grants made in fiscal 2024. (1)</u>					*
10.3	<u>Form of Restricted Stock Unit Award Agreement for executive officers under the Fidelity National Information Services, Inc. 2022 Omnibus Incentive Plan for grants made in fiscal 2024. (1)</u>					*
10.4	<u>Form of Restricted Stock Unit Award Agreement for executive officers under the Fidelity National Information Services, Inc. 2022 Omnibus Incentive Plan for grants made in fiscal 2024 (including amendment to fiscal 2022 PSU Award Agreement). (1)</u>					*
10.5	<u>Form of Restricted Stock Unit Award Agreement for executive officers under the Fidelity National Information Services, Inc. 2022 Omnibus Incentive Plan for grants made in fiscal 2024 (including amendments to fiscal 2022 PSU Award Agreements). (1)</u>					*
31.1	<u>Certification of Stephanie Ferris, Chief Executive Officer of Fidelity National Information Services, Inc., pursuant to rule 13a-14(a) or 15d-14(a) of the Exchange Act, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</u>					*
31.2	<u>Certification of James Kehoe, Chief Financial Officer of Fidelity National Information Services, Inc., pursuant to rule 13a-14(a) or 15d-14(a) of the Exchange Act, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</u>					*

Exhibit No.	Exhibit Description	Incorporated by Reference				Filed/ Furnished Herewith
		Form	SEC File Number	Exhibit	Filing Date	
32.1	<u>Certification of Stephanie Ferris, Chief Executive Officer of Fidelity National Information Services, Inc., pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</u>					*
32.2	<u>Certification of James Kehoe, Chief Financial Officer of Fidelity National Information Services, Inc., pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</u>					*
101.INS	XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.					*
101.SCH	Inline XBRL Taxonomy Extension Schema Document.					*
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document.					*
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document.					*
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document.					*
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document.					*

(1) Management contract or compensatory arrangement.

* Filed or furnished herewith

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

FIDELITY NATIONAL INFORMATION SERVICES, INC.

Date: May 7, 2024 August 6, 2024

By: /s/ James Kehoe

James Kehoe

Chief Financial Officer

FIDELITY NATIONAL INFORMATION SERVICES, INC.

Date: May 7, 2024 August 6, 2024

By: /s/ Christopher Thompson

Christopher Thompson

Chief Accounting Officer (Principal Accounting Officer)

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Exhibit EXHIBIT 10.1

FIDELITY NATIONAL INFORMATION SERVICES, INC.
AMENDED AND RESTATED QUALIFIED RETIREMENT EQUITY PROGRAM
(effective January 30, 2024) Fidelity National Information Services, Inc.

Notice of Performance Stock Unit Grant

You (the "Grantee") have been granted the following award of performance stock units (the "Performance Stock Units") denominated in shares of common stock of Fidelity National Information Services, Inc. (the "**Company**") established the Qualified Retirement Equity Program (as may be amended or restated from time to time, the "**Program**") effective January 1, 2021, as approved by the Compensation Committee (the "**Compensation Committee**") of the Company's Board of Directors. The Program was amended and restated in its present form, as approved by the Compensation Committee, effective as of January 30, 2024 (the "**Restatement Date**" "**Company**"), which shall apply to the holders of Company equity awards granted by the Company on or after the Restatement Date and participants in the ESPP. The Program shall remain in effect, subject to the right of the Compensation Committee to amend or terminate the Program at any time **par** value \$0.01 per share ("**Shares**"), pursuant to Section 7.1 hereof.

ARTICLE I
PURPOSE OF THE PROGRAM

1.1 PURPOSE. The Program is a benefit available to holders of Company equity awards and participants in the ESPP, who in each case, satisfy the requirements described herein, which generally provides for (i) continued vesting of certain unvested equity awards following a Qualified Full Retirement, (ii) pro-rata vesting of certain unvested equity awards following a Qualified Early Retirement, and (iii) continued receipt of the Company ESPP match under the ESPP following a Qualified Retirement for ESPP contributions made by the participant prior to the retirement date, in each case, subject to the terms and conditions specified herein (as applicable, the "**Retirement Benefit**").

ARTICLE II
DEFINITIONS

- 2.1 EMPLOYEE.** "Employee" means each person currently employed by an Employer.
- 2.2 EMPLOYER.** "Employer" means the Company, a Subsidiary or a predecessor entity of the Company or its Subsidiary.
- 2.3 ESPP.** "ESPP" means the Fidelity National Information Services, Inc. Employee Stock Purchase Plan.
- 2.4 PLAN.** "Plan" means the Fidelity National Information Services, Inc. 2022 Omnibus Incentive Plan. **Plan**(the "**Plan**"):

Grantee:	«Name»
Number of Performance Stock Units Granted:	«Shares»
Grant Date:	«Date»
Vesting and Period of Restriction:	See Exhibit A
Measurement Periods:	See Exhibit A

See the Performance Stock Unit Award Agreement and Plan Prospectus for the specific provisions related to this Notice of Performance Stock Unit Grant and other important information concerning this award.

Fidelity National Information Services, Inc.

2022 Omnibus Incentive Plan
Performance Stock Unit Award Agreement

2.5 QUALIFIED RETIREMENT. Section 1. 1 GRANT OF PERFORMANCE STOCK UNITS

(a) "Qualified Retirement" means Performance Stock Unit. On the terms and conditions set forth in the Notice of Performance Stock Unit Grant (the "Grant") and this Performance Stock Unit Award Agreement (this "Agreement"), the Company grants to the Grantee on the Grant Date the Performance Stock Units set forth

in the Grant and the Grantee, by acceptance hereof, agrees to the terms and conditions of this Agreement.

(b) Plan and Defined Terms. The Performance Stock Units are granted pursuant to the Fidelity National Information Services, Inc. 2022 Omnibus Incentive Plan (the "Plan"). All terms, provisions, and conditions applicable to the Performance Stock Units set forth in the Plan and not set forth herein are hereby incorporated by reference herein. To the extent any provision hereof or the Grant is inconsistent with a provision of the Plan, the provisions of the Plan shall govern. All capitalized terms that are used in the Grant or this Agreement and not otherwise defined therein or herein shall have the meanings ascribed to them in the Plan.

Section 2. FORFEITURE; TRANSFER RESTRICTIONS; AND CHANGE IN CONTROL

(a) Forfeiture. The Performance Stock Units shall be subject to forfeiture until the Performance Stock Units vest in accordance with [Exhibit A](#), except (i) in the case of death, Disability (as defined below), Qualified Full Retirement (as defined below), Qualified Early Retirement (as defined below), Qualified Involuntary Termination (as defined below), or Termination Without Cause (as defined below) of the Grantee or (ii) to the extent otherwise provided by this Agreement or the provisions of an employment agreement between the Company or its Subsidiary and the Grantee. All unvested Performance Stock Units shall be forfeited for no consideration upon the termination of the Grantee's employment with the Company or its Subsidiary for any reason, provided that:

(i) In the event of the Grantee's death or Disability, the number of unvested Performance Stock Units determined in accordance with this Section 2(a)(i) shall vest as of the date of the Grantee's death or Disability and become free of any forfeiture and transfer restrictions described in this Agreement, and as soon as practicable (and in no case more than 75 days) after the Grantee's death or Disability, the Company will make payment to the Grantee in respect of the vested Performance Stock Units by delivering to the Grantee a number of Shares equal to the number of Performance Stock Units that vested in accordance with this Section 2(a)(i) or, in the sole discretion of the Company, in cash, in U.S. dollars or other currency (or a combination of cash and Shares thereof) less any required tax withholding pursuant to Section 7(b) of this Agreement. If the date of the Grantee's death or Disability occurs on or after the final Measurement Period End Date (as set forth in [Exhibit A](#)), the number of Performance Stock Units that vest shall be determined based on actual performance results in respect of all of the performance goals in accordance with [Exhibit A](#) (including the TSR Modifier described in [Exhibit A](#)) (the "Performance Goals") for the Measurement Periods (the "Actual Performance Achievement"). If the date of the Grantee's death or Disability occurs prior to the final Measurement Period End Date, the number of Performance Stock Units that vest shall be (A) the number of the Banked Performance Stock Units (as defined in [Exhibit A](#)) in respect of any Measurement Period that has been completed as of the date of the Grantee's death or Disability (without application of the TSR Modifier), and (B) the target number of outstanding Portion of Performance Stock Units Eligible to be Earned (as set forth in [Exhibit A](#)) in

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respect of any Measurement Period that has not been completed as of the date of the Grantee's death or Disability (assuming the target level achievement of Performance Goals (the "Target Performance Achievement")), shall vest and become free of any forfeiture restrictions described in this Agreement.

(ii) If the Grantee's employment with the Company or its Subsidiary terminates due to a Qualified Full Retirement prior to the vesting of the Performance Stock Units and if the unvested Performance Stock Units have been outstanding for a period of at least nine (9) months as applicable.

2.6 QUALIFIED EARLY RETIREMENT. "Qualified Early Retirement" means retirement by an Employee who has accumulated a minimum of 65 points based upon age plus years of service (1 point per year, measured in whole years) as determined upon the date of an Employee's the Grantee's eligible retirement date specified in the Notice of Retirement (as defined below); provided, then all such unvested Performance Stock Units shall continue to be earned and eligible to vest in accordance with [Exhibit A](#) (disregarding the continuous employment condition through the third anniversary of the Grant Date) and the terms of this Agreement. Any unvested Performance Stock Units that have been outstanding for a period of less than nine (9) months as of the minimum age Grantee's eligible retirement date specified in the Notice of Retirement shall be immediately forfeited for no consideration upon the termination of the Grantee's employment with the Company or its Subsidiary. If the Grantee gives Notice of Retirement meeting all of the requirements under the Qualified Retirement Equity Program (as defined below) and the Company specifies an approved retirement date that is prior to the date on which the Performance Stock Units have been outstanding for at least nine (9) months, such affected Performance Stock Units shall continue to be treated as an Eligible Equity Award (as defined in the Qualified Retirement Equity Program). Performance Stock Units that are earned and become vested pursuant to this Section 2(a)(ii) shall be paid on the Payment Date (as defined in Section 3 hereof) in accordance with Section 3 hereof. The continued vesting due to a Qualified Full Retirement described herein is contingent upon the Grantee's compliance with the provisions of Section 6 of this Agreement (including, upon request by the Company, the Grantee's execution of a compliance certificate confirming the Grantee's compliance with Section 6 of this Agreement) and the execution of a release of all claims against the Company and its affiliates and related parties in such form as is reasonably required by the Company. To be eligible for a Qualified Full Retirement, the Grantee must provide Notice of Retirement in accordance with the terms of the Qualified Retirement Equity Program.

(iii) If the Grantee's employment with the Company or its Subsidiary terminates due to a Qualified Early Retirement prior to the vesting of the Performance Stock Units (such date of termination, the "Early Retirement Date"), then such unvested Performance Stock Units shall be eligible to vest in accordance with Exhibit A (disregarding the continuous employment condition through the third anniversary of the Grant Date) and the terms of this Agreement with respect to (A) the aggregate number of the Banked Performance Stock Units (if any) in respect of any Measurement Period(s) completed prior to the Early Retirement Date and (B) the Portion of Performance Stock Units Eligible to be Earned in respect of the Measurement Period in which the Early Retirement Date occurs (x) that is first prorated (using the target number of shares underlying such portion) based on the ratio of the number of days that lapsed from the start date of the applicable Measurement Period through the Early Retirement Date, divided by the total number of days between the start date and the end date of the applicable Measurement Period, and (y) that is actually earned (for this purpose, using the prorated target number of shares determined pursuant to clause (x) as the target number of shares subject to the Portion of Performance Stock Units Eligible to be Earned in respect of such Measurement Period) based on the achievement of the applicable performance goals in respect of such Measurement Period (such earned Performance Stock Units, as determined pursuant to clauses (A) and (B), "Early Retirement Pro-Rata PSUs"). Such Early Retirement Pro-Rata PSUs shall remain subject to the adjustment based on a TSR Modifier set forth in Exhibit A at the end of the final Measurement Period but shall not be subject to the Time-Based Restriction set forth in Exhibit A. For the avoidance of doubt, all other unvested Performance Stock Units as of the Early Retirement Date (including any Portion of Performance Stock Units Eligible to be Earned in excess of the prorated amount described in clause (x) above) shall be immediately forfeited for no

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consideration upon the termination of the Grantee's employment with the Company or its Subsidiary. All Performance Stock Units that become vested pursuant to this Section 2(a)(iii) shall be paid on the Payment Date in accordance with Section 3 hereof. The vesting of any Performance Stock Units pursuant to a Qualified Early Retirement described herein is contingent upon the Grantee's compliance with the provisions of Section 6 of this Agreement (including, upon request by the Company, the Grantee's execution of a compliance certificate confirming the Grantee's compliance with Section 6 of this Agreement) and the execution of a release of all claims against the Company and its affiliates and related parties in such form as is reasonably required by the Company. To be eligible for a Qualified Early Retirement, is 55 years old and the minimum years Grantee must provide Notice of service for Retirement in accordance with the terms of the Qualified Retirement Equity Program.

(iv) If the Grantee's employment with the Company or its Subsidiary terminates due to a Qualified Early Retirement is 5 years. Examples Involuntary Termination prior to the vesting of eligible and ineligible scenarios for a Qualified Early Retirement are provided, for illustrative purposes only, in Exhibit A attached hereto.

2.7 QUALIFIED FULL RETIREMENT. "Qualified Full Retirement" means retirement by an Employee who has accumulated a minimum the Performance Stock Units, then all such unvested Performance Stock Units as of 75 points based upon age plus years of service (1 point per year, measured in whole years) as determined upon the date of an Employee's Notice Grantee's Qualified Involuntary Termination shall continue to be earned and eligible to vest with respect to the Performance Restriction in accordance with the terms of Retirement; provided, this Agreement for twelve (12) months immediately following the date of Grantee's Qualified Involuntary Termination, at which point any unvested Performance Stock Units that have not become Banked Performance Stock Units as of the minimum age end of such twelve (12) month period shall be immediately forfeited for no consideration, and any unvested Performance Stock Units that have become Banked Performance Stock Units shall remain subject to the adjustment based on a TSR Modifier set forth in Exhibit A at the end of the final Measurement Period but shall not be subject to the Time-Based Restriction set forth in Exhibit A. All Performance Stock Units that become vested pursuant to this Section 2(a)(iv) shall be paid on the Payment Date in accordance with Section 3 hereof. The continued vesting due to a Qualified Full Retirement Involuntary Termination described herein is 60 years old contingent upon the Grantee's compliance with the provisions of Section 6 of this Agreement.

(v) If the Grantee's employment with the Company or its Subsidiary terminates due to a Termination Without Cause prior to the vesting of the Performance Stock Units (other than if the Grantee is discharged by the Company for reasons related to the Grantee's work performance, as determined by the Company in its sole discretion, including, without limitation, termination for poor job performance, misconduct or violation of Company policies or rules, in which case all unvested Performance Stock Units shall be forfeited for no consideration) and such termination is not a Qualified Involuntary Termination (such date of termination, the "Termination Date"), then such unvested Performance Stock Units shall be eligible to vest in accordance with Exhibit A (disregarding the continuous employment condition through the third anniversary of the Grant Date) and the minimum years terms of service for a Qualified Full Retirement this Agreement with respect to (A) the aggregate number of the Banked Performance Stock Units (if any) in respect of any Measurement Period(s) completed prior to the Termination Date and (B) the Portion of Performance Stock Units Eligible to be Earned in respect of the Measurement Period in which the Termination Date occurs (x) that is 15 years. Examples first prorated (using the target number of eligible and ineligible scenarios for a Qualified Full Retirement are provided, for illustrative purposes only, in Exhibit A attached hereto.

2.8 RESTRICTIVE COVENANTS. "Restrictive Covenants" means any confidentiality, non-competition, non-solicitation or similar covenants to which an Employee is subject under shares underlying such portion) based on the ratio of the number of days that lapsed from the start date of the applicable grant

agreement. Measurement Period through the Termination Date, divided by the total number of days between the start date and the end date of the applicable Measurement Period, and (y) that is actually earned (for this purpose, using the prorated target number of shares determined pursuant to clause (x) as the target number of shares subject to the Portion of Performance Stock Units Eligible to be Earned in respect of such Measurement Period) based on the achievement of the applicable performance goals in respect of such Measurement Period (such earned Performance Stock Units, as determined pursuant to clauses (A) and (B), "Pro-Rata PSUs"). Such Pro-Rata PSUs shall remain subject to the adjustment based on a TSR Modifier set forth in Exhibit A at the end of the final Measurement Period but shall not be subject to the Time-Based Restriction set forth in Exhibit A. For the avoidance of doubt, all other unvested Performance Stock Units as of the Termination

2.9 SUBSIDIARY. "Subsidiary" has

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Date (including any Portion of Performance Stock Units Eligible to be Earned in excess of the prorated amount described in clause (x) above) shall be immediately forfeited for no consideration upon the termination of the Grantee's employment with the Company or its Subsidiary. All Performance Stock Units that become vested pursuant to this Section 2(a)(v) shall be paid on the Payment Date in accordance with Section 3 hereof. The vesting of any Performance Stock Units pursuant to a Termination Without Cause described herein is contingent upon the Grantee's compliance with the provisions of Section 6 of this Agreement.

(vi) For purposes hereof:

(1) "Cause" shall have the meaning ascribed to such term in the Plan. Grantee's employment agreement with the Company or its Subsidiary. If the Grantee's employment agreement does not define the term "Cause," or if the Grantee has not entered into an employment agreement with the Company or its Subsidiary, "Cause" shall mean (A) persistent failure to perform duties consistent with a commercially reasonable standard of care, (B) willful neglect of duties, (C) conviction of, or pleading guilty or nolo contendere to, criminal or other illegal activities involving dishonesty or moral turpitude, (D) commission of an act of fraud or an omission constituting fraud, (E) material breach of this Agreement, including without limitation, any breach of Section 6 of this Agreement, (F) material breach of the Company's business policies, accounting practices, codes of conduct or standards of ethics, or (G) failure to materially cooperate with or impeding an investigation authorized by the Board.

ARTICLE III

ELIGIBILITY, NOTICE AND RELEASE REQUIREMENT

3.1 ELIGIBILITY. To (2) "Disabled" or "Disability" shall mean (i) the Grantee is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be eligible expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, or (ii) the Retirement Benefit described herein Grantee is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, receiving income replacement benefits for a period of not less than three months under an Employee must satisfy accident and health plan covering the Grantee.

(3) "Good Reason" shall apply in this Agreement only if the Grantee has an employment agreement with the Company or its Subsidiary with an applicable eligibility requirements Good Reason provision and shall have the meaning ascribed to that term in such employment agreement.

(4) "Qualified Early Retirement" shall mean the Grantee's voluntary retirement from employment with the Company or its Subsidiary, upon six (6) months' prior written notice to the Company (the "Notice of Retirement") that is provided upon or after the Grantee's attaining a Qualified Retirement at minimum of sixty-five (65) "points" as determined upon the time date of Employee's Notice of Retirement, (defined below) and comply comprised of the Grantee's age upon the date of Notice of Retirement with a minimum age of fifty-five (55) years, plus the notice and release requirements described below. Grantee's Years of Service upon the date of Notice of Retirement with a minimum of five (5) Years of Service.

3.2 NOTICE REQUIREMENT.

(a) Employees satisfying (5) "Qualified Full Retirement" shall mean the eligibility requirements for a Qualified Retirement will be required to provide advance written notice of their intent to retire (i) via submission on such formal notification form prescribed by Grantee's voluntary retirement from employment with the Company as amended from time to time, in compliance with the instructions reflected on such form and (ii) by entering their intent to retire into the Company's Human Resource Information System. A task will become available to the Employee shortly after their submission of the notification form ("Notice of Retirement"). The or its Subsidiary, upon six (6) months' Notice of Retirement must include that is provided upon or after the Employee's preferred retirement date. Employees must provide 6 months' prior written Notice Grantee's attaining a minimum of Retirement before their proposed retirement date. Employees must satisfy the applicable eligibility requirements for a Qualified Retirement before providing a Notice of Retirement. seventy-five (75) "points" as determined

¹ Reflects the definition of a Qualified Retirement (whether a Qualified Early Retirement or Qualified Full Retirement) Retirement for Employee participants located in the United States. Eligibility definitions for a Qualified Early Retirement or Qualified Full Retirement may vary for Employee participants located outside of the United States to comply with applicable law. Please consult The People Office for the applicable definition of a Qualified Early Retirement or Qualified Full Retirement for Employee participants located outside of the United States, States and for the current notification process in place at the time you wish to provide Notice of Retirement.

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upon the date of Notice of Retirement, comprised of the Grantee's age upon the date of Notice of Retirement with a minimum age of sixty (60) years, plus the Grantee's Years of Service upon the date of Notice of Retirement with a minimum of fifteen (15) Years of Service.

(6) "Qualified Involuntary Termination" shall mean the Grantee's Termination Without Cause at a time when the Grantee would have satisfied the age and service requirements for a Qualified Full Retirement on the date of termination.

(7) "Qualified Retirement Equity Program" shall mean the Company's Amended and Restated Qualified Retirement Equity Program approved by the Company's Compensation Committee effective as of January 30, 2024, as may be amended or restated from time to time.

(8) "Termination Without Cause" shall mean the involuntary termination of the Grantee's employment by the Company or its Subsidiaries without Cause (and other than due to death or Disability).

(9) "Years of Service" shall mean the total consecutive and continuous service with the Company, a Subsidiary or a predecessor entity of the Company or its Subsidiary, as an Employee.

(vii) If any provision of this Section 2 conflicts with any provision of an employment agreement by and between the Grantee and the Company or its affiliate or Subsidiary, which is currently or then in effect, such conflicting provisions of the Grantee's employment agreement shall supersede any such conflicting provisions in Section 2 of this Agreement to the extent they are more favorable to the Grantee.

(b) **Transfer Restrictions.** During the Period of Restriction, and until payment of Shares is made by the Company with respect to any vested Performance Stock Units pursuant to Section 3 of this Agreement, the Performance Stock Units may not be sold, assigned, pledged, exchanged, hypothecated or otherwise transferred, encumbered or disposed of.

(c) **Lapse of Restrictions.** The Period of Restriction shall lapse as to the Performance Stock Units in accordance with the Grant. For the avoidance of doubt, once Performance Stock Units vest, the Period of Restriction lapses as to those Performance Stock Units. Subject to the terms of the Plan and Sections 4(d) and 6(b) hereof, upon lapse of the Period of Restriction, the Grantee shall be entitled to payment in accordance with Section 3 hereof.

(d) Change in Control.

(i) Subject to Section 2(d)(ii) below, in the event of a Change in Control (including, for the avoidance of doubt, a Change in Control that occurs within three (3) months following an Involuntary Termination of the Grantee), (A) if the Measurement Periods have been completed prior to the Change in Control, any outstanding Performance Stock Units eligible to vest in respect of the Measurement Periods, but in respect to which payment has not been made, shall immediately vest in an amount equal to the number of Performance Stock Units eligible to vest based on the Actual Performance Achievement for the Measurement Periods, as determined by the Committee in its sole discretion prior to the Change in Control, and (B) if the Measurement Periods have not been completed prior to the Change in Control, all outstanding Performance Stock Units eligible to vest in respect of the Measurement Periods shall vest in an amount equal to the number of Performance Stock Units eligible to vest based on the greater of (1) the Target Performance Achievement for the Measurement Periods or (2) the projected actual performance

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results in respect of the Performance Goals for the Measurement Periods based on the level of projected achievement of the Performance Goals and TSR goals for the Measurement Periods that are reasonably determinable, as determined by the Committee in its sole discretion prior to the Change in Control, but, in each case, payment of such vested Performance Stock Units shall not be made in respect of any such vested Performance Stock Units until such time that the Performance Stock Units would have otherwise become payable in accordance with Section 3 of this Agreement (absent the occurrence of such Change in Control). Notwithstanding the preceding sentence, in the event of an Involuntary Termination of the Grantee within twenty-four (24) months following the Change in Control, payment shall be made in respect of any such vested Performance Stock Units (unless required to be made earlier pursuant to Section 3 hereof) as soon as practicable (and in no case more than thirty (30) days) after the date of such Involuntary Termination, subject to any delay in payment required by Section 7(j) of this Agreement.

(ii) If the outstanding Performance Stock Units that would otherwise vest pursuant to Section 2(d)(i) above are assumed (or a substantially equivalent award is substituted therefor) or otherwise remain outstanding following the Change in Control other than any Performance Stock Units in respect of which an Involuntary Termination of the Grantee occurred prior to a Change in Control, then all such Performance Stock Units shall, immediately prior to or upon such Change in Control, be converted into restricted stock units in respect of an equivalent number of Shares (or common securities of the acquirer or a parent thereof) subject only to the Time-Based Restriction (the "Converted RSUs"). Such Converted RSUs shall vest on the same terms as specified herein (absent the occurrence of such Change in Control); provided, that in the event of the Involuntary Termination of the Grantee within twenty-four (24) months following the Change in Control, such Converted RSUs shall immediately vest in full upon the date of such Involuntary Termination and payment shall be made in respect of any such vested Converted RSUs (unless required to be made earlier pursuant to Section 3 hereof) as soon as practicable (and in no case more than thirty (30) days) upon the date of such vesting date, subject to any delay in payment required by Section 7(j) of this Agreement.

Section 3. PAYMENT IN RESPECT OF PERFORMANCE STOCK UNITS

Except as specifically provided herein, as soon as practicable (and in no case more than thirty (30) days) after the third anniversary of the Grant Date (the "Payment Date"), the Company shall make payment to the Grantee in respect of the vested Performance Stock Units by delivering to the Grantee a number of Shares equal to the number of Performance Stock Units that vested or, in the sole discretion of the Company, in cash, in U.S. dollars or other currency, equal to the Fair Market Value on the Payment Date of the number of Performance Stock Units that vested (or a combination of cash and Shares thereof) less any required tax withholding pursuant to Section 7(b) of this Agreement.

Section 4. TRADING STOCK AND SHAREHOLDER RIGHTS; TRANSFER RESTRICTIONS; HOLDING REQUIREMENT FOLLOWING PERIOD OF RESTRICTION

(a) The Grantee is subject to insider trading liability if the Grantee is aware of material, nonpublic information when making a purchase or sale of Company stock. In addition, if the Grantee is an Officer (as defined in Rule 16a-1(f) of the Exchange Act or appointed by the Board), or someone designated as an "insider" by the Company, the Grantee is subject to blackout restrictions that prevent the sale of Company stock during certain time periods referred to as "blackout periods." A recurring "blackout period" begins at the close of the market on the 15th day of the third month of each calendar quarter and ends two (2) trading days following the Company's earnings release.

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(b) Prior to the Payment Date, the Grantee shall not have any rights as a shareholder of the Company in connection with these Performance Stock Units and the Grantee's interest in the Performance Stock Units shall make the Grantee only a general, unsecured creditor of the Company, unless and until the Shares are distributed to the Grantee. Following delivery of Shares upon the Payment Date, the Grantee shall have all rights as a shareholder with respect to such Shares.

(c) The Grantee may also be subject to the Company's hedging and pledging policy. For designated executive officers, the policy prohibits (i) directly or indirectly engaging in hedging or monetization transactions with the Performance Stock Units and Company stock; (ii) engaging in short sale transactions with the Performance Stock Units and Company stock; and (iii) pledging the Performance Stock Units and Company stock as collateral for a loan, including through the use of traditional margin accounts with a broker. For the Grantee who is not such designated executive officer, the policy prohibits (i) directly or indirectly engaging in hedging or monetization transactions with the Performance Stock Units and Company stock and (ii) engaging in short sale transactions with the Performance Stock Units and Company stock.

(d) If and when the Grantee is an Officer (as defined in Rule 16a-1(f) of the Exchange Act or appointed by the Board), the Grantee may not sell, assign, pledge, exchange, hypothecate or otherwise transfer, encumber or dispose of fifty percent (50%) of any Shares paid to the Grantee as of the Payment Date pursuant to Section 3 (net of any shares required to be sold, withheld or otherwise to satisfy tax withholding pursuant to Section 7(b)), until such time as the officer's total equity holdings satisfy the equity ownership guidelines adopted by the Compensation Committee of the Board; provided, however, that this Section 4(d) shall not prohibit the Grantee from exchanging or otherwise disposing of Shares in connection with a Change in Control or other transaction in which Shares held by other Company shareholders are required to be exchanged or otherwise disposed.

SECTION 5. DIVIDEND EQUIVALENTS

(a) Any dividend equivalents earned with respect to Performance Stock Units that remain subject to a Period of Restriction shall not be paid to the Grantee but shall be held by the Company.

(b) Such held dividend equivalents shall be subject to the same Period of Restriction as the Performance Stock Units to which they relate.

(c) Any dividend equivalents held pursuant to this Section 5 which are attributable to Performance Stock Units that vest pursuant to this Agreement shall be paid to the Grantee at the same time payment is made hereunder with respect to such Performance Stock Units.

(d) Dividend equivalents attributable to Performance Stock Units forfeited pursuant to Section 2 of this Agreement shall be forfeited to the Company for no consideration on the date such Performance Stock Units are forfeited.

Section 6. GRANTEE OBLIGATIONS; RESTRICTIVE COVENANTS

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In consideration for the benefits provided herein, the Grantee agrees to abide by the following terms:

(a) **Confidential Information.** The Grantee has occupied a position of trust and confidence and has had access to substantial information about the Company and its affiliates and Subsidiaries, and their operations, that is confidential or not generally known in the industry including, without limitation, information that relates to purchasing, sales, customers, marketing, and the financial positions and financing arrangements of the Company and its affiliates and Subsidiaries. The Grantee agrees that all such information is proprietary or confidential or constitutes trade secrets and is the sole property of the Company and/or its affiliates and Subsidiaries, as the case may be. The Grantee shall keep confidential and, outside the scope of the Grantee's duties and responsibilities with the Company and its affiliates and Subsidiaries, shall not reproduce, copy or disclose to any other person or firm, any such information or any documents or information relating to the Company's or its affiliates' methods, processes, customers, accounts, analyses, systems, charts, programs, procedures, correspondence or records, or any other documents used or owned by the Company or any of its affiliates or Subsidiaries, nor shall the Grantee advise, discuss with or in any way assist any other person, firm or entity in obtaining or learning about any of the items described in this section. Accordingly, at all times before and after the termination of the Grantee's employment, for any reason, the Grantee shall not disclose, or permit or encourage anyone else to disclose, any such information, nor shall the Grantee use any such information, either alone or with others, outside the scope of the Grantee's duties and responsibilities with the Company and its affiliates and Subsidiaries, except that this Agreement does not prohibit the Grantee from (i) making any disclosure of information required by law; (ii) providing information to, or testifying or otherwise assisting in any investigation or proceeding brought by any federal regulatory or law enforcement agency or legislative body, any self-regulatory organization, or the Company's designated legal compliance officer; or (iii) filing, testifying, participating in or otherwise assisting in a proceeding relating to an alleged violation of any federal, state or municipal law relating to fraud or any rule or regulation of the Securities and Exchange Commission or any self-regulatory organization.

(b) **Noncompetition, Nonsolicitation and Non-Hire.** THE POST-EMPLOYMENT RESTRICTIVE COVENANTS IN THIS SECTION 6(B) DO NOT APPLY TO ANY GRANTEE WHO IS A RESIDENT IN THE STATE OF CALIFORNIA FOR SO LONG AS THE GRANTEE REMAINS A CALIFORNIA RESIDENT. THE ONLY RESTRICTIVE COVENANTS IN THIS SECTION 6(B) THAT APPLY TO THE GRANTEE WHILE A CALIFORNIA RESIDENT ARE THOSE PERTAINING TO THE PERIOD OF TIME WHILE THE GRANTEE REMAINS AN EMPLOYEE OF THE COMPANY OR ONE OF ITS SUBSIDIARIES. The Grantee acknowledges that he or she has acquired substantial knowledge and confidential information concerning the business of the Company and its affiliates and Subsidiaries as a result of his or her employment. The Grantee further acknowledges that the scope of business in which the Company and its affiliates and Subsidiaries are engaged as of the Grant Date is international and very competitive. Competition by the Grantee in that business after the termination of the Grantee's employment, for any reason, could severely injure the Company and its affiliates and Subsidiaries.

In this Section:

(i) "Competitive Business" shall mean any firm or business that directly competes with any business unit of the Company or any of its affiliates or Subsidiaries in which the Grantee has worked during the two-year period prior to termination of his or her employment;

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(ii) "Customer" shall mean any business or person for which the Company or its affiliates or Subsidiaries provided products or services during the twelve (12) months prior to the termination of the Grantee's employment;

(iii) "Prospective Customer" shall mean any business or person from which the Company or any of its affiliates or Subsidiaries actively solicited business within the twelve (12) months prior to the termination of the Grantee's employment; and

(iv) "Restricted Territory" shall mean any country or other geographic scope in which the Company or its affiliates or Subsidiaries conducted business in the twelve (12) months prior to the termination of the Grantee's employment in relation to which the Grantee had material responsibilities.

During the Grantee's employment and for a period ending on the later of (A) one year after the termination of the Grantee's employment, for any reason (other than a Qualified Full Retirement or Qualified Early Retirement), or (B) in the case of a termination of the Grantee's employment due to a Qualified Full Retirement or Qualified Early Retirement for purposes of post-termination vesting, the later of one year after the termination of the Grantee's employment or the date on which the Performance Stock Units become fully vested in accordance with Section 2(a)(ii) or 2(a)(iii) herein, the Grantee agrees:

- (1) that, in the Restricted Territory, the Grantee shall not, directly or indirectly: (i) become an employee, consultant, director, advisor, principal, partner or substantial shareholder of any Competitive Business; (ii) become an employee, consultant, director, advisor, principal, partner or substantial shareholder of any Customer or Prospective Customer; or (iii) solicit or accept any business that directly competes with the Company or any of its affiliates or Subsidiaries in their principal products and services from any Customer or Prospective Customer; and
- (2) not to, directly or indirectly, on behalf of the Grantee or any Competitive Business, hire or solicit for employment, partnership or engagement as an independent contractor any person who was an employee of the Company or any of its affiliates or Subsidiaries during the period of twelve (12) months prior to any such improper solicitation, hire or engagement.

(c) The Grantee expressly acknowledges and agrees with the reasonableness of the terms in this Section 6 and agrees not to contest these terms in a court of competent jurisdiction on such grounds. The Grantee agrees that the Company's remedy at law for a breach of these covenants may be inadequate and that for a breach of these covenants the Company, in addition to other remedies provided for by law, may be entitled to an injunction, restraining order or other equitable relief prohibiting the Grantee from committing or continuing to commit any such breach. If a court of competent jurisdiction determines that any of these restrictions are overbroad, the Grantee and the Company agree to modification of the affected restriction(s) to permit enforcement to the maximum extent allowed by law.

(d) No provision of this Section 6 shall apply to restrict the Grantee's conduct, or trigger any reimbursement or recoupment obligations under this Agreement, in any jurisdiction where such provision is, on its face, unenforceable and/or void as against public policy, unless the provision may be construed, amended, reformed or equitably modified to be enforceable and compliant with public policy, in which case, the provision shall apply as construed, amended, reformed or equitably modified.

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(e) The Grantee also recognizes and acknowledges that the value of the Performance Stock Units he or she is receiving under this Agreement represents a portion of the Grantee's value to the Company such that if the Grantee breaches the restrictive covenant by working for or with a competitor, thereby transferring such value to the competitor, the value of the Performance Stock Units represents a reasonable measure of a portion of the monetary damages for such breach. Thus, in the event of a breach by the Grantee of any applicable restriction contained in this Section 6, such breach shall be considered a material breach of the terms of the Plan, and any other program, plan or arrangement by which the Grantee receives equity in the Company. Therefore, besides prospective injunctive relief, if the Grantee breaches any restrictive covenant contained in this Section 6 as applicable to the Grantee, the Company shall also be entitled to revoke any unvested Performance Stock Units and recover any shares (or the gross value of any shares) deliverable to the Grantee pursuant to this Agreement and, pursuant to Florida law, shall be entitled to recover its costs and attorney's fees incurred in securing relief under this Section 6. Additionally, if the Company is investigating an alleged breach or threat of breach of any applicable restrictive covenant in this Section 6 by the Grantee, the Company may restrict any shares hereunder from being sold or transferred until it has completed its investigation without any resulting liability to the Grantee, and shall remove such restriction placed on such shares only upon its determination in good faith that the Grantee is not in violation of such restrictive covenant(s) or has agreed otherwise in writing with the Grantee.

SECTION 7. MISCELLANEOUS PROVISIONS

(a) **Acknowledgements.** The Grantee hereby acknowledges that he or she has read and understands the terms of the Plan and this Agreement, and agrees to be bound by their respective terms and conditions. The Grantee acknowledges that there may be tax consequences upon the vesting of the Performance Stock Units or the transfer of Shares paid to the Grantee under this Agreement and that the Grantee should consult an independent tax advisor.

(b) **Tax Withholding.** Pursuant to Article 21 of the Plan, the Company shall have the power and right to deduct or withhold an amount sufficient to satisfy any federal, state and local taxes (including the Grantee's FICA taxes) required by law to be withheld with respect to the Performance Stock Units. The Company may condition the delivery of Shares (or the vesting of the Performance Stock Units, if applicable) upon the Grantee's satisfaction of such withholding obligations. The Grantee may elect to satisfy all or part of such withholding requirement by tendering previously-owned Shares or by having the Company withhold Shares having a Fair Market Value equal to the minimum statutory withholding (based on minimum statutory withholding rates for federal, state and local tax purposes, as applicable, including the Grantee's FICA taxes) that could be imposed on the transaction, and, to the extent the Company so permits, amounts in excess of the minimum statutory withholding to the extent it would not result in additional accounting expense. Such election shall be irrevocable, made in writing and signed by the Grantee, and shall be subject to any restrictions or limitations that the Company, in its sole discretion, deems appropriate.

(c) **Ratification of Actions.** By accepting this Agreement, the Grantee and each person claiming under or through the Grantee shall be conclusively deemed to have indicated the Grantee's acceptance and ratification of, and consent to, any action taken under the Plan or this Agreement and the Grant by the Company, the Board or the Committee.

(d) **Notice.** Any notice required by the terms of this Agreement shall be given in writing and shall be deemed effective upon personal delivery or upon deposit with the United States Postal Service, by registered or certified mail, with postage and fees prepaid. Notice shall be addressed to the General

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Counsel of the Company at its principal executive office and to the Grantee at the address that he or she most recently provided in writing to the Company.

(e) **Choice of Law.** This Agreement and the Grant shall be governed by, and construed in accordance with, the laws of Florida, without regard to any conflicts of law or choice of law rule or principle that might otherwise cause the Plan, this Agreement or the Grant to be governed by or construed in accordance with the substantive law of another jurisdiction.

(f) **Arbitration.** Subject to Article 3 of the Plan, any dispute or claim arising out of or relating to the Plan, this Agreement or the Grant shall be settled by binding arbitration before a single arbitrator in Jacksonville, Florida and in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator shall decide any issues submitted in accordance with the provisions and commercial purposes of the Plan, this Agreement and the Grant, provided that all substantive questions of law shall be determined in accordance with the state and Federal laws applicable in Florida, without regard to internal principles relating to conflict of laws.

(g) **Modification or Amendment.** This Agreement may only be modified or amended by written agreement executed by the parties hereto; provided, however, that the adjustments permitted pursuant to Section 4.3 of the Plan may be made without such written agreement.

(h) Severability. In the event any provision of this Agreement shall be held illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining provisions of this Agreement, and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been included.

(i) References to Plan. All references to the Plan (or to a Section or Article of the Plan) shall be deemed references to the Plan (or the Section or Article) as may be amended from time to time.

(j) Section 409A Compliance. To the extent applicable, it is intended that the Plan and this Agreement comply with the requirements of Section 409A and the Plan and this Agreement shall be interpreted accordingly. All payments hereunder shall be deemed separate payments for purposes of Section 409A. For purposes of any payment hereunder in respect of Performance Stock Units subject to Section 409A, references to the Grantee's termination of employment (or words of like import) shall mean the Grantee's "separation from service" (within the meaning of Treasury Regulation Section 1.409A-1(h)). Notwithstanding anything in the Plan, this Agreement or any employment agreement by and between the Grantee and the Company or its affiliate or Subsidiary to the contrary, if the Grantee is a "specified employee" under Section 409A, no payment hereunder that is subject to Section 409A shall be made as a result of a "separation from service" of the Grantee until the earlier of (i) the first business day following the six (6) month anniversary of the Grantee's separation from service or (ii) the date of the Grantee's death. Notwithstanding anything herein to the contrary, to the extent permitted by Treasury Regulation Section 1.409A-3(j)(4)(ix), payment in respect of the Performance Stock Units subject to Section 409A may be accelerated in connection with a "change in control event" within the meaning of Treasury Regulation Section 1.409A-3(i)(5) without the consent of the Grantee.

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SECTION 8. NATURE OF GRANT; NO ENTITLEMENT; NO CLAIM FOR COMPENSATION

The Grantee, in accepting the grant of Performance Stock Units, represents and acknowledges the following:

(a) The Plan is established voluntarily by the Company, it is discretionary in nature and may be modified, amended, suspended or terminated by the Company at any time.

(b) The grant of the Performance Stock Units is voluntary and occasional and does not create any contractual or other right to receive future grants of awards, or benefits in lieu of awards, even if awards have been granted repeatedly in the past.

(c) All decisions with respect to future grants, if any, shall be at the sole discretion of the Committee.

(d) Any Shares acquired under the Plan are extraordinary items that are outside the scope of the Grantee's employment agreement (if any) and are not part of the Grantee's normal or expected compensation or salary for any purpose, including, but not limited to, calculating any severance, resignation, termination, redundancy, end of service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments.

(e) Any Shares subject to the Performance Stock Units are not intended to replace any pension rights or compensation.

(f) The Grantee has not been induced to participate in the Plan by any expectation of employment or continued employment with the Company or any of its affiliates or Subsidiaries.

(g) In the event that the Grantee's employer is not the Company, the grant of the Performance Stock Units shall not be interpreted to form an employment contract or relationship with the Company and, furthermore, the grant of the Performance Stock Units shall not be interpreted to form an employment contract with the Grantee's employer or any affiliate or subsidiary thereof.

(h) The future value of the underlying Shares is unknown and cannot be predicted with certainty. If the Grantee vests in the Performance Stock Units, the value of any acquired Shares may increase or decrease. The Grantee understands that the Company is not responsible for any foreign exchange fluctuation between the United States dollar and the Grantee's local currency that may affect the value of the underlying Shares.

(i) In consideration of the grant of the Performance Stock Units, no claim or entitlement to compensation or damages shall arise from forfeiture of the Performance Stock Units or diminution in value of the Performance Stock Units or any of the Shares issuable under the Performance Stock Units from termination of the Grantee's employment by the Company or his or her employer, as applicable (and for any reason whatsoever and whether or not in breach of contract or local labor laws) or notice to terminate employment having been given by the Grantee or the Grantee's employer, and the Grantee irrevocably releases his or her

employer, the Company and its affiliates and Subsidiaries, as applicable, from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court

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of competent jurisdiction to have arisen, then, by accepting this Agreement, the Grantee shall be deemed to have irrevocably waived the Grantee's entitlement to pursue such claim.

SECTION 9. DATA PRIVACY

(a) The Grantee hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Grantee's personal data as described in this Agreement by and among, as applicable, the Grantee's employer, the Company or any of its Subsidiaries and affiliates for the exclusive purpose of implementing, administering and managing the Grantee's participation in the Plan.

(b) The Grantee understands that the Grantee's employer, the Company and its Subsidiaries and affiliates, as applicable, hold certain personal information about the Grantee regarding the Grantee's employment, the nature and amount of the Grantee's compensation and the fact and conditions of the Grantee's participation in the Plan, including, but not limited to, the Grantee's name, home address, telephone number and e-mail address, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company and its affiliates, details of all options, restricted stock awards or units, performance units or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in the Grantee's favor, for the purpose of implementing, administering and managing the Plan (the "Data").

(c) The Grantee understands that the Data may be transferred to the Company, any Subsidiary, an affiliate and any third parties assisting in the implementation, administration and management of the Plan, including without limitation a stock plan administrator for on-line administration of the Plan, that these recipients may be located in the Grantee's country, or elsewhere, and that the recipient's country may have different data privacy laws and protections than the Grantee's country. The Grantee understands that the Grantee may request a list with the names and addresses of any potential recipients of the Data by contacting the Grantee's local human resources representative. The Grantee authorizes the recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing the Grantee's participation in the Plan, including any requisite transfer of such Data as may be required to a broker or other third party. The Grantee understands that the Data shall be held only as long as is necessary to implement, administer and manage the Grantee's participation in the Plan. The Grantee understands that the Grantee may, at any time, view the Data, request additional information about the storage and processing of the Data, require any necessary amendments to the Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing the Grantee's local human resources representative. The Grantee understands, however, that refusing or withdrawing the Grantee's consent may affect the Grantee's ability to participate in the Plan. For more information on the consequences of refusal to consent or withdrawal of consent, the Grantee understands that the Grantee may contact the Grantee's local human resources representative.

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EXHIBIT A

Vesting and Restrictions

The Performance Stock Units are subject to both a Performance Restriction and a Time-Based Restriction, as described below (collectively, the "Period of Restriction").

Performance Restriction

1. MEASUREMENT PERIODS

Subject to the terms and conditions hereof and of the Plan, the Portion of Performance Stock Units Eligible to be Earned each Measurement Period are subject to the performance restrictions as set forth more fully below (the "Performance Restrictions"), which are measured on three separate periods that each begin on January 1 and end on December 31 of calendar years 2024, 2025 and 2026, respectively (each individually, a "Measurement Period" and collectively the "Measurement Periods").

Measurement Periods	Measurement Period Start Date	Measurement Period End Date	Portion of Performance Stock Units Eligible to be Earned
Period 1	January 1, 2024	December 31, 2024	One-third of the Performance Stock Units granted
Period 2	January 1, 2025	December 31, 2025	One-third of the Performance Stock Units granted
Period 3	January 1, 2026	December 31, 2026	One-third of the Performance Stock Units granted

2. PERFORMANCE GOALS

(a) The Performance Restrictions have been established by the Compensation Committee of the Board of Directors of the Company (the "Committee"). The Committee may equitably adjust the Performance Restrictions in the event a pandemic, force majeure event or similar event over which the Company has no control renders the Performance Goals ineffective.

(b) [REDACTED]

(c) After reviewing an Employee's Notice the end of Retirement, each Measurement Period, the Company will confirm determine (and the Committee will certify) the total Performance Stock Units earned for such Measurement Period (based on the Portion of Performance Stock Units Eligible to be Earned for such Measurement Period) (the "Banked Performance Stock Units"); provided, however, the Banked Performance Stock Units shall remain subject to the Total Shareholder Return modifier ("TSR Modifier") described in Section 3 below and shall remain subject to the Time-Based Restriction described in Section 4 below.

(d) The term "Revenue Growth" means the year over year percentage increase for the Measurement Period of GAAP revenue as reported in the Company's Annual Report on Form 10-K, excluding the impact of fluctuations in foreign currency exchange rates for the current period compared to an adjusted revenue base for the immediately preceding calendar year period, and excluding revenues from the

Company's non-strategic businesses in the Company's corporate and other segment. If Revenue Growth for a completed Measurement Period exceeded the Maximum level (i.e., [REDACTED]%), the Revenue Growth for the next Measurement Period immediately following such completed Measurement Period in which the Revenue Growth greater than the Maximum level was achieved shall be measured relative to the revenue that would have attained the specified Maximum level (i.e., [REDACTED]%) for such completed Measurement Period (and not on the actual revenue achievement at the end of such completed Measurement Period).

(e) The term "EPS Growth" means the year over year percentage increase for each Measurement Period in percentage of adjusted earnings per share growth as reported in the Company's year-end earnings schedules. If EPS Growth for a completed Measurement Period exceeded the Maximum level (i.e., [REDACTED]%), the EPS Growth for the next Measurement Period immediately following such completed Measurement Period in which the EPS Growth greater than the Maximum level was achieved shall be measured relative to the adjusted earnings per share that would have attained the specified Maximum level (i.e., [REDACTED]%) for such completed Measurement Period (and not on the actual adjusted earnings per share achievement at the end of such completed Measurement Period). The normalized earnings per share base for measuring EPS Growth for Period 1 shall be \$4.44.

3. TSR MODIFIER

(a) After the end of the final Measurement Period, the total Banked Performance Stock Units in aggregate for all Measurement Periods in accordance with Section 2 above, if any, shall be adjusted by applying a TSR Modifier to the aggregate Banked Performance Stock Units for the Measurement Periods. The TSR Modifier is based on the Company's relative TSR percentile rank for the time from the Period 1 Measurement Period Start Date to the Period 3 Measurement Period End Date compared to the TSR of the S&P 500 companies, as described below. For the avoidance of doubt, the maximum amount of the Portion of Performance Stock Units Eligible to be Earned in aggregate for all Measurement Periods after application of the TSR Modifier may not exceed 250% of the Performance Stock

Units Granted. Following the application of the TSR Modifier to the Banked Performance Stock Units for all Measurement Periods in accordance with Section 2 above, then such Banked Performance Stock Units, as modified by the TSR Modifier, shall be deemed to have satisfied the Performance Restrictions described above; provided, however, such Banked Performance Stock Units shall remain subject to the Time-Based Restriction described below.

TSR Modifier Structure	
Percentile Performance	Modifier
>=75 th percentile	+25%*
26 th to 74 th percentile	No adjustment
<25 th percentile	-25%*

*multiplied by the total Banked Performance Stock Units for each Measurement Period

(b) For all Measurement Periods subject to this Grant, the peer group (the “Peer Group”) consists of the shares of the companies that are included in the S&P 500 index (the “Index”) at the Measurement Period Start Date of the Period 1 Measurement Period. If the shares of a company are removed from the Index due to bankruptcy or deny insolvency during the Qualified Early Retirement Measurement Periods, the shares of that company will

not be removed from the Peer Group. If the shares of a company in the Peer Group are removed from the Index due to merger, acquisition or other corporate action during the Measurement Periods, the shares of the company removed from the Index will be removed from the Peer Group only where the date of removal from the Index occurs prior to the Period 3 Measurement Period End Date.

(c) The calculation of the TSR for purposes of determining the TSR Modifier for the Measurement Periods is the average daily closing price per share for the last twenty (20) trading days of the Period 3 Measurement Period (the “Ending Stock Price”) minus the average daily closing price per share for the last twenty (20) trading days immediately preceding the Period 1 Measurement Period Start Date (the “Beginning Stock Price”), plus Reinvested Dividends, with the resulting amount divided by the Beginning Stock Price. “Reinvested Dividends” will be calculated by multiplying (i) the aggregate number of shares (including fractional shares) that could have been purchased during the Measurement Periods had each cash dividend paid on a single share during that period been immediately reinvested in additional shares (or fractional shares) at the closing selling price per share on the applicable dividend payment date by (ii) the average daily closing price per share calculated for the entire duration of the Measurement Periods. Each of the foregoing amounts will be equitably adjusted for stock splits, stock dividends, recapitalizations and other similar events affecting Shares of the Company and the shares of the companies in the Peer Group. For companies in the Peer Group that are not on a calendar fiscal year, the TSR modifier will be measured consistent with the Company’s calendar fiscal year. For the avoidance of doubt, the TSR Modifier formula is:

$$\text{TSR} = \frac{(\text{Ending Stock Price} - \text{Beginning Stock Price}) + \text{Reinvested Dividends}}{\text{Beginning Stock Price}}$$

Any Performance Stock Units that fail to be earned in a Measurement Period based on the satisfaction of the Performance Restriction for a Measurement Period shall be immediately forfeited to the Company.

Time-Based Restriction

4. TIME-BASED RESTRICTION

Except as otherwise provided by this Agreement, for any Banked Performance Stock Units to vest, the Grantee must remain continuously employed by the Company from the Grant Date through February 28, 2027 (the “Time-Based Restriction”).

Fidelity National Information Services, Inc.

Notice of Performance Stock Unit Grant

You (the "Grantee") have been granted the following award of performance stock units (the "Performance Stock Units") denominated in shares of common stock of Fidelity National Information Services, Inc. (the "Company"), par value \$0.01 per share ("Shares"), pursuant to the Fidelity National Information Services, Inc. 2022 Omnibus Incentive Plan (the "Plan"):

Grantee:	«Name»
Number of Performance Stock Units Granted:	«Shares»
Grant Date:	«Date»
Vesting and Period of Restriction:	See Exhibit A
Measurement Periods:	See Exhibit A

See the Performance Stock Unit Award Agreement and Plan Prospectus for the specific provisions related to this Notice of Performance Stock Unit Grant and other important information concerning this award.

Fidelity National Information Services, Inc.

2022 Omnibus Incentive Plan
Performance Stock Unit Award Agreement

Section 1. GRANT OF PERFORMANCE STOCK UNITS

(a) Performance Stock Unit. On the terms and conditions set forth in the Notice of Performance Stock Unit Grant (the "Grant") and this Performance Stock Unit Award Agreement (this "Agreement"), the Company grants to the Grantee on the Grant Date the Performance Stock Units set forth in the Grant and the Grantee, by acceptance hereof, agrees to the terms and conditions of this Agreement.

(b) Plan and Defined Terms. The Performance Stock Units are granted pursuant to the Fidelity National Information Services, Inc. 2022 Omnibus Incentive Plan (the "Plan"). All terms, provisions, and conditions applicable to the Performance Stock Units set forth in the Plan and not set forth herein are hereby incorporated by reference herein. To the extent any provision hereof or the Grant is inconsistent with a provision of the Plan, the provisions of the Plan shall govern. All capitalized terms that are used in the Grant or this Agreement and not otherwise defined therein or herein shall have the meanings ascribed to them in the Plan.

Section 2. FORFEITURE; TRANSFER RESTRICTIONS; AND CHANGE IN CONTROL

(a) Forfeiture. The Performance Stock Units shall be subject to forfeiture until the Performance Stock Units vest in accordance with Exhibit A, except (i) in the case of death, Disability (as defined below), Qualified Full Retirement (as applicable) based defined below), Qualified Early Retirement (as defined below), Qualified Involuntary Termination (as defined below), or Termination Without Cause (as defined below) of the Grantee or (ii) to the extent otherwise provided by this Agreement or the provisions of an employment agreement between the Company or its Subsidiary and the Grantee. All unvested Performance Stock Units shall be forfeited for no consideration upon the eligibility requirements termination of the Grantee's employment with the Company or its Subsidiary for any reason, provided that:

(i) In the event of the Grantee's death or Disability, the number of unvested Performance Stock Units determined in accordance with this Section 2(a)(i) shall vest as of the date of the Grantee's death or Disability and become free of any forfeiture and transfer restrictions described in this Program Agreement, and provide as soon as practicable (and in no case more than 75 days) after the Employee Grantee's death or Disability, the Company will make payment to the Grantee in respect of the vested Performance Stock Units by delivering to the Grantee a number of Shares equal to the number of Performance Stock Units that vested in

accordance with an approved retirement this Section 2(a)(i) or, in the sole discretion of the Company, in cash, in U.S. dollars or other currency (or a combination of cash and Shares thereof) less any required tax withholding pursuant to Section 7(b) of this Agreement. If the date such of the Grantee's death or Disability occurs on or after the final Measurement Period End Date (as set forth in Exhibit A), the number of Performance Stock Units that vest shall be determined based on actual performance results in respect of all of the performance goals in accordance with Exhibit A (the "Performance Goals") for the Measurement Periods (the "Actual Performance Achievement"). If the date of the Grantee's death or Disability occurs prior to the final Measurement Period End Date, the number of Performance Stock Units that vest shall be (A) the number of the Banked Performance Stock Units (as defined in Exhibit A) in respect of any Measurement Period that has been completed as of the date of the Grantee's death or Disability, and (B) the target number of outstanding Portion of Performance Stock Units Eligible to be Earned (as set forth in Exhibit A) in respect of any Measurement Period that has not been completed as of the date of the Grantee's death or

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Disability (assuming the target level achievement of Performance Goals (the "Target Performance Achievement")), shall vest and become free of any forfeiture restrictions described in this Agreement.

(ii) If the Grantee's employment with the Company or its Subsidiary terminates due to a date Qualified Full Retirement prior to or at the end vesting of the relevant notice Performance Stock Units and if the unvested Performance Stock Units have been outstanding for a period of at least nine (9) months as of the date of the Grantee's eligible retirement date specified in the Notice of Retirement taking into account any contractual or statutory notice requirement but otherwise as determined at (as defined below), then all such unvested Performance Stock Units shall continue to be earned and eligible to vest in accordance with Exhibit A (disregarding the absolute discretion continuous employment condition through the third anniversary of the Company To Grant Date) and the extent terms of this Agreement. Any unvested Performance Stock Units that have been outstanding for a period of less than nine (9) months as of the approved Grantee's eligible retirement date is prior to Employee's preferred retirement date, Employee specified in the Notice of Retirement shall have be immediately forfeited for no claim or right to salary or other compensation. During consideration upon the notice period, termination of the Grantee's employment with the Company may implement changes to or its Subsidiary. If the Employee's duties and responsibilities to facilitate transition Grantee gives Notice of Retirement meeting all of the Employee's responsibilities. If mutually agreed to by requirements under the Employee Qualified Retirement Equity Program (as defined below) and the Company specifies an approved retirement date may that is prior to the date on which the Performance Stock Units have been outstanding for at least nine (9) months, such affected Performance Stock Units shall continue to be extended treated as an Eligible Equity Award (as defined in the Qualified Retirement Equity Program). Performance Stock Units that are earned and become vested pursuant to this Section 2(a)(ii) shall be paid on the Payment Date (as defined in Section 3 hereof) in accordance with Section 3 hereof. The continued vesting due to a later date.

3.3 RELEASE. On or effective on Qualified Full Retirement described herein is contingent upon the final day Grantee's compliance with the provisions of Employee's employment with an Employer, Section 6 of this Agreement (including, upon request by the Company, may require that, as the Grantee's execution of a condition to receiving compliance certificate confirming the Retirement Benefit under Grantee's compliance with Section 6 of this Program (other than due to Employee's death), Employee shall have executed Agreement) and the execution of a release of all claims against the Company and its affiliates and related parties in such form as is reasonably required by the Company. The Company may also require a certificate of compliance with the Restricted Covenants before one or all post-employment vesting dates.

ARTICLE IV

ELIGIBILITY OF LONG-TERM EQUITY AWARDS, VESTING AND DIVIDENDS

4.1 ELIGIBILITY OF LONG-TERM EQUITY AWARDS. All long-term equity awards granted under the Plan are eligible for the Retirement Benefit, unless specifically excluded in a grant agreement; provided, however, to To be eligible for the Retirement Benefit under a Qualified Full Retirement, an equity award must be outstanding for a period of at least nine (9) months as of Employee's eligible Qualified Full Retirement date specified in the Notice of Retirement (regardless of whether the Company specifies an earlier approved retirement date) before it is eligible for the Retirement Benefit under a Qualified Full Retirement (such eligible equity awards pursuant to this Section 4.1, the "Eligible Equity Awards"). If Employee gives a proper Notice of Retirement for a Qualified Full Retirement, and the Company specifies an earlier approved retirement date inside Grantee must provide Notice of the required nine (9) month period, such affected equity award will not be cancelled and will continue to be treated as an Eligible Equity Award.

4.2 VESTING OF ELIGIBLE EQUITY AWARDS.

(a) QUALIFIED FULL RETIREMENT. Following a Qualified Full Retirement outstanding Eligible Equity Awards will continue to vest on the same terms as if the Employee had not retired, in accordance with the terms of the respective grant agreements (including the achievement of any stated performance metrics for a given performance measurement period) notwithstanding the Employee's termination of employment prior to the applicable vesting dates, subject to and

contingent upon Employee's continued compliance with the Restrictive Covenants in the respective grant agreements. All unvested equity awards held by the Employee will terminate and be forfeited for no consideration upon any failure by the Employee to comply with the Restrictive Covenants, as determined by the Compensation Committee.

(i) **RESTRICTED STOCK AND RESTRICTED STOCK UNIT AWARDS.** The Company shares underlying the restricted stock or restricted stock unit awards will be released from any transfer or other restrictions and/or distributed in accordance with the original vesting or payment dates (as applicable) reflected in the respective grant agreements, subject to applicable tax withholdings (satisfied through the deduction of vested shares).

(ii) **PERFORMANCE STOCK AND PERFORMANCE STOCK UNIT AWARDS.** The Company shares underlying the performance stock or performance stock unit awards will be released from any transfer or other restrictions and/or distributed in accordance with the original vesting or payment dates (as applicable) and in amounts meeting the performance metrics reflected in the respective grant agreements, subject to applicable tax withholdings (satisfied through the deduction of vested shares).

(iii) **STOCK OPTIONS.** Unvested stock options will vest upon the dates set forth in the respective grant agreements. Upon vesting, stock options will remain exercisable until the expiration date set forth in the respective grant agreements. **Qualified Retirement Equity Program.**

(b) (iii) **QUALIFIED EARLY RETIREMENT.** Following a Qualified Early Retirement, a "pro rata portion" of If the Employee's outstanding Eligible Equity Awards (as determined pursuant to Sections 4.2(b)(i) through 4.2(b)(iii) below) will vest in accordance **Grantee's employment** with the terms of the respective grant agreements (including the achievement of any stated performance metrics for a given performance measurement period) notwithstanding the Employee's termination of employment prior to the applicable vesting date, subject to and contingent upon Employee's continued compliance with the Restrictive Covenants in the respective grant agreements. Any portion of the Eligible Equity Awards that is not "pro rata portion" eligible for vesting hereunder will terminate and be forfeited for no consideration immediately upon the Employee's termination of employment due to a Qualified Early Retirement. Further, all unvested equity awards held by the Employee will terminate and be forfeited for no consideration upon any failure by the Employee to comply with the Restrictive Covenants, as determined by the Compensation Committee.

(i) **RESTRICTED STOCK AND RESTRICTED STOCK UNIT AWARDS.** Unless specifically provided otherwise in the applicable grant agreement, with respect to a restricted stock **Company** or restricted stock unit award, the "pro rata portion" eligible for vesting will be the portion of the award that is scheduled to vest on the next vesting date immediately following the date of the Employee's termination of employment **its Subsidiary terminates** due to a Qualified Early Retirement (the "Early Retirement Date"), prorated based on the ratio of (x) the number of days that lapsed after the vesting date immediately prior to the Early Retirement Date (or, if vesting of the Early Retirement Date occurs prior to the first vesting date, after the grant **Performance Stock Units** (such date of termination, the award) through the Early "Early Retirement Date, divided by (y) the total number of days in the applicable vesting period in which the Early Retirement Date occurs (e.g. Date"), the total number of days between the vesting date immediately prior then such unvested Performance Stock Units shall be eligible to the Early Retirement Date (or, if none, the grant date of the award) and the next vesting date immediately following the Early Retirement Date). The Company shares underlying such "pro rata portion" of the restricted stock and restricted stock units will be released from any transfer or other restrictions and/or distributed **vest** in accordance with **Exhibit A** (disregarding the original vesting or payment dates (as applicable)

reflected in the respective grant agreements, subject to applicable tax withholdings (satisfied **continuous employment condition** through the deduction **third anniversary** of vested shares).

(ii) **PERFORMANCE STOCK AND PERFORMANCE STOCK UNIT AWARDS.** Unless specifically provided otherwise in the applicable grant agreement, Grant Date) and the terms of this Agreement with respect to a performance stock or performance stock unit award, (A) the "pro rata portion" eligible for vesting will be (i) the portion **aggregate number** of the award **Banked Performance Stock Units** (if any) earned based on the achievement of the applicable performance goals in respect of any performance measurement period(s) **Measurement Period(s)** completed prior to the Early Retirement Date and (ii) (B) the portion **Portion** of the award eligible **Performance Stock Units Eligible** to be **earned Earned** in respect of the performance measurement period **Measurement Period** in which the Early Retirement Date occurs (x) that is first prorated (using the target number of shares underlying such **portion of the award** **portion**) based on the ratio of (1) the number of days that lapsed from the start date of the applicable performance measurement period in which the Early Retirement Date occurs **Measurement Period** through the Early Retirement Date, **divided by** (2) the total number of days **in between** the start date and the end date of the applicable performance measurement period in which the Early Retirement Date occurs (e.g., the total number of days in the relevant fiscal year if the relevant performance goals are measured for such one-year period, or the relevant fiscal years if the relevant performance goals are measured cumulatively over a period of multiple years), **Measurement Period**, and (y) that is actually earned (for this purpose, using the prorated target number of shares determined pursuant to clause (x) as the target number of shares subject to the **portion Portion** of Performance Stock Units Eligible to be Earned in respect of such Measurement Period) based on the achievement of the **award** applicable Performance Goals in respect of such Measurement Period (such earned Performance Stock Units, as determined pursuant to clauses (A) and (B), "Early Retirement Pro-Rata PSUs"). Such Early Retirement Pro-Rata PSUs shall not be subject to the Time-Based Restriction set forth in **Exhibit A**. For the avoidance of doubt, all other unvested Performance Stock Units as of the Early Retirement Date (including any Portion of Performance Stock Units Eligible to be Earned in excess of the prorated amount described in clause (x) above) shall be immediately forfeited for no consideration upon the termination of the Grantee's employment with the Company or its Subsidiary. All Performance Stock Units that become vested pursuant to this Section 2(a)(iii) shall be paid on the Payment Date in accordance with Section 3

hereof. The vesting of any Performance Stock Units pursuant to a Qualified Early Retirement described herein is contingent upon the Grantee's compliance with the provisions of Section 6 of this Agreement (including, upon request by the Company, the Grantee's execution of a compliance certificate confirming the Grantee's compliance with Section 6 of this Agreement) and the execution of a release of all claims against the Company and its affiliates and related parties in such form as is reasonably required by the Company. To be eligible for a Qualified Early Retirement, the Grantee must provide Notice of Retirement in accordance with the terms of the Qualified Retirement Equity Program.

(iv) If the Grantee's employment with the Company or its Subsidiary terminates due to a Qualified Involuntary Termination prior to the vesting of the Performance Stock Units, then all such unvested Performance Stock Units as of the date of Grantee's Qualified Involuntary Termination shall continue to be earned and eligible to vest with respect to the Performance Restriction in accordance with the terms of this Agreement for twelve (12) months immediately following the date of Grantee's Qualified Involuntary Termination, at which point any unvested Performance Stock Units that have not become Banked Performance Stock Units as of the end of such twelve (12) month period shall be immediately forfeited for no consideration, and any unvested Performance Stock Units that have become Banked Performance Stock Units shall not be subject to the Time-Based Restriction set forth in Exhibit A. All Performance Stock Units that become vested pursuant to this Section 2(a)(iv) shall be paid on the Payment Date in accordance with Section 3 hereof. The continued vesting due to a Qualified Involuntary Termination described herein is contingent upon the Grantee's compliance with the provisions of Section 6 of this Agreement.

(v) If the Grantee's employment with the Company or its Subsidiary terminates due to a Termination Without Cause prior to the vesting of the Performance Stock Units (other than if the Grantee is discharged by the Company for reasons related to the Grantee's work performance, measurement period) as determined by the Company in its sole discretion, including, without limitation, termination for poor job performance, misconduct or violation of Company policies or rules, in which case all unvested Performance Stock Units shall be forfeited for no consideration) and such termination is not a Qualified Involuntary Termination (such date of termination, the "Termination Date"), then such unvested Performance Stock Units shall be eligible to vest in accordance with Exhibit A (disregarding the continuous employment condition through the third anniversary of the Grant Date) and the terms of this Agreement with respect to (A) the aggregate number of the Banked Performance Stock Units (if any) in respect of any Measurement Period(s) completed prior to the Termination Date and (B) the Portion of Performance Stock Units Eligible to be Earned in respect of the Measurement Period in which the Termination Date occurs (x) that is first prorated (using the target number of shares underlying such portion) based on the ratio of the number of days that lapsed from the start date of the applicable Measurement Period through the Termination Date, divided by the total number of days between the start date and the end date of the applicable Measurement Period, and (y) that is actually earned (for this purpose, using the prorated target number of shares determined pursuant to clause (x) as the target number of shares subject to the Portion of Performance Stock Units Eligible to be Earned in respect of such Measurement Period) based on the achievement of the applicable performance goals in respect of such performance measurement period; provided, that, in each case of Measurement Period (such earned Performance Stock Units, as determined pursuant to clauses (i) (A) and (ii) (B), the earned portion of award described therein will remain "Pro-Rata PSUs"). Such Pro-Rata PSUs shall not be subject to the Time-Based Restriction set forth in Exhibit A. For the avoidance of doubt, all other unvested Performance Stock Units as of the Termination Date (including any adjustments based Portion of Performance Stock Units Eligible to be Earned in excess of the prorated amount described in clause (x) above) shall be immediately forfeited for no consideration upon the termination of the Grantee's employment with the Company or its Subsidiary. All Performance Stock Units that become vested pursuant to this Section 2(a)(v) shall be paid on the performance goals, Payment Date in accordance with Section 3 hereof.

The vesting of any Performance Stock Units pursuant to a Termination Without Cause described herein is contingent upon the Grantee's compliance with the provisions of Section 6 of this Agreement.

(vi) For purposes hereof:

(1) "Cause" shall have the meaning ascribed to such term in the Grantee's employment agreement with the Company or its Subsidiary. If the Grantee's employment agreement does not define the term "Cause," or if the Grantee has not entered into an employment agreement with the Company or its

Subsidiary, "Cause" shall mean (A) persistent failure to perform duties consistent with a commercially reasonable standard of care, (B) willful neglect of duties, (C) conviction of, or pleading guilty or nolo contendere to, criminal or other illegal activities involving dishonesty or moral turpitude, (D) commission of an act of fraud or an omission constituting fraud, (E) material breach of this Agreement, including without limitation, any breach of Section 6 of this Agreement, (F) material breach of the Company's business policies, accounting practices, codes of conduct or standards of ethics, or (G) failure to materially cooperate with or impeding an investigation authorized by the Board.

(2) "Disabled" or "Disability" shall mean (i) the Grantee is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, or (ii) the Grantee is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, receiving income replacement benefits for a period of not less than three months under an accident and health plan covering the Grantee.

(3) "Good Reason" shall apply **on** in this Agreement only if the Grantee has an employment agreement with the Company or its Subsidiary with an applicable Good Reason provision and shall have the meaning ascribed to that term in such employment agreement.

(4) "Qualified Early Retirement"¹ shall mean the Grantee's voluntary retirement from employment with the Company or its Subsidiary, upon six (6) months' prior written notice to the Company (the "Notice of Retirement") that is provided upon or after the Grantee's attaining a **cumulative basis over** minimum of sixty-five (65) "points" as determined upon the date of Notice of Retirement, comprised of the Grantee's age upon the date of Notice of Retirement with a **multi-year performance measurement period under** minimum age of fifty-five (55) years, plus the Grantee's Years of Service upon the date of Notice of Retirement with a minimum of five (5) Years of Service.

(5) "Qualified Full Retirement"¹ shall mean the Grantee's voluntary retirement from employment with the Company or its Subsidiary, upon six (6) months' Notice of Retirement that is provided upon or after the Grantee's attaining a minimum of seventy-five (75) "points" as determined upon the date of Notice of Retirement, comprised of the Grantee's age upon the date of Notice of Retirement with a minimum age of sixty (60) years, plus the Grantee's Years of Service upon the date of Notice of Retirement with a minimum of fifteen (15) Years of Service.

¹ Reflects the definition of a Qualified Early Retirement or Qualified Full Retirement for participants located in the United States. Eligibility definitions for a Qualified Early Retirement or Qualified Full Retirement may vary for participants located outside of the United States to comply with applicable law. Please consult The People Office for the applicable **grant agreement**. The Company shares underlying such **"pro rata portion"** definition of a Qualified Early Retirement or Qualified Full Retirement for participants located outside of the **performance stock** United States and **performance stock units**, for the current notification process in place at the time you wish to provide Notice of Retirement.

(6) "Qualified Involuntary Termination" shall mean the Grantee's Termination Without Cause at a time when the Grantee would have satisfied the age and service requirements for a Qualified Full Retirement on the date of termination.

(7) "Qualified Retirement Equity Program" shall mean the Company's Amended and Restated Qualified Retirement Equity Program approved by the Company's Compensation Committee effective as of January 30, 2024, as may be amended or restated from time to time.

(8) "Termination Without Cause" shall mean the involuntary termination of the Grantee's employment by the Company or its Subsidiaries without Cause (and other than due to death or Disability).

(9) "Years of Service" shall mean the total consecutive and continuous service with the Company, a Subsidiary or a predecessor entity of the Company or its Subsidiary, as an Employee.

(vii) If any provision of this Section 2 conflicts with any provision of an employment agreement by and between the Grantee and the Company or its affiliate or Subsidiary, which is currently or then in effect, such conflicting provisions of the Grantee's employment agreement shall supersede any such conflicting provisions in Section 2 of this Agreement to the extent **earned** they are more favorable to the Grantee.

(b) **Transfer Restrictions.** During the Period of Restriction, and deemed until payment of Shares is made by the Company with respect to have satisfied any vested Performance Stock Units pursuant to Section 3 of this Agreement, the performance-based restrictions, will Performance Stock Units may not be released from any transfer sold, assigned, pledged, exchanged, hypothecated or other restrictions and/ otherwise transferred, encumbered or distributed disposed of.

(c) **Lapse of Restrictions.** The Period of Restriction shall lapse as to the Performance Stock Units in accordance with the original vesting or Grant. For the avoidance of doubt, once Performance Stock Units vest, the Period of Restriction lapses as to those Performance Stock Units. Subject to the terms of the Plan and Sections 4(d) and 6(b) hereof, upon lapse of the Period of Restriction, the Grantee shall be entitled to payment dates (as applicable) and in amounts determined accordance with Section 3 hereof.

(d) **Change in Control.**

(i) Subject to Section 2(d)(ii) below, in the event of a Change in Control (including, for the avoidance of doubt, a Change in Control that occurs within three (3) months following an Involuntary Termination of the Grantee), (A) if the Measurement Periods have been completed prior to the Change in Control, any outstanding Performance Stock Units eligible to vest in respect of the Measurement Periods, but in respect to which payment has not been made, shall immediately vest in an amount equal to the number of Performance Stock Units eligible to vest based on the performance metrics reflected Actual Performance Achievement for the Measurement Periods, as determined by the Committee in its sole discretion prior to the respective grant agreements, subject Change in Control, and (B) if the Measurement Periods have not been completed prior to applicable tax withholdings (satisfied through the deduction of vested shares).

(iii) **STOCK OPTIONS.** Unless specifically provided otherwise Change in the applicable grant agreement, with Control, all outstanding Performance Stock Units eligible to vest in respect to a stock option award, the "pro rata portion" eligible for vesting will be the portion of the award that is scheduled Measurement Periods shall vest in an amount equal to vest on the next vesting date immediately following the Early Retirement Date, prorated number of Performance Stock Units eligible to vest based on the ratio greater of (x) (1) the number Target Performance Achievement for the Measurement Periods or (2) the projected actual performance results in respect of days the Performance Goals for the Measurement Periods based on the level of projected achievement of the Performance Goals for the Measurement Periods that lapsed after are reasonably determinable, as determined by the vesting date immediately Committee in its sole discretion prior to the Early Retirement Date (or, if the Early Retirement Date occurs prior to the first vesting date, after the grant date Change in Control, but, in each case, payment of the award) through the Early Retirement Date, divided by (y) the total numbersuch vested Performance Stock Units shall not be made in respect of days in the applicable vesting period during which the Early Retirement Date occurs (e.g., the total number of days between the vesting date immediately prior to the Early Retirement Date (or, if none, the grant date of the award) and the next vesting date immediately following the Early Retirement Date). Upon vesting, stock options will remain exercisable until the expiration date set forth in the respective grant agreements, any such vested

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4.3 DEATH OR DISABILITY. In

Performance Stock Units until such time that the Performance Stock Units would have otherwise become payable in accordance with Section 3 of this Agreement (absent the occurrence of such Change in Control). Notwithstanding the preceding sentence, in the event of an Employee's death Involuntary Termination of the Grantee within twenty-four (24) months following the Change in Control, payment shall be made in respect of any such vested Performance Stock Units (unless required to be made earlier pursuant to Section 3 hereof) as soon as practicable (and in no case more than thirty (30) days) after the date of such Involuntary Termination, subject to any delay in payment required by Section 7(j) of this Agreement.

(ii) If the outstanding Performance Stock Units that would otherwise vest pursuant to Section 2(d)(i) above are assumed (or a substantially equivalent award is substituted therefor) or disability at otherwise remain outstanding following the Change in Control other than any time Performance Stock Units in respect of which an Involuntary Termination of the Grantee occurred prior to a Change in Control, then all such Performance Stock Units shall, immediately prior to or upon such Change in Control, be converted into restricted stock units in respect of an equivalent number of Shares (or common securities of the acquirer or a parent thereof) subject only to the Time-Based Restriction (the "Converted RSUs"). Such Converted RSUs shall vest on the same terms as specified herein (absent the occurrence of such Change in Control); provided, that in the event of the Involuntary Termination of the Grantee within twenty-four (24) months following the Change in Control, such Converted RSUs shall immediately vest in full upon the date of such Involuntary Termination and payment shall be made in respect of any such vested Converted RSUs (unless required to be made earlier pursuant to Section 3 hereof) as soon as practicable (and in no case more than thirty (30) days) upon the date of such vesting date, subject to any delay in payment required by Section 7(j) of this Agreement.

Section 3. PAYMENT IN RESPECT OF PERFORMANCE STOCK UNITS

Except as specifically provided herein, as soon as practicable (and in no case more than thirty (30) days) after the third anniversary of the Grant Date (the "Payment Date"), the Company shall make payment to the Grantee in respect of the vested Performance Stock Units by delivering to the Grantee a number of

Shares equal to the number of Performance Stock Units that vested or, in the sole discretion of the Company, in cash, in U.S. dollars or other currency, equal to the Fair Market Value on the Payment Date of the number of Performance Stock Units that vested (or a combination of cash and Shares thereof) less any required tax withholding pursuant to Section 7(b) of this Agreement.

Section 4. TRADING STOCK AND SHAREHOLDER RIGHTS; TRANSFER RESTRICTIONS; HOLDING REQUIREMENT FOLLOWING PERIOD OF RESTRICTION

(a) The Grantee is subject to insider trading liability if the Grantee is aware of material, nonpublic information when making a purchase or sale of Company stock. In addition, if the Grantee is an **Employee's notice** Officer (as defined in Rule 16a-1(f) of **intent to retire and confirmation** the Exchange Act or appointed by the Board), or someone designated as an "insider" by the Company, the Grantee is subject to blackout restrictions that prevent the sale of Company stock during certain time periods referred to as "blackout periods." A recurring "blackout period" begins at the close of the market on the 15th day of the third month of each calendar quarter and ends two (2) trading days following the Company's earnings release.

(b) Prior to the Payment Date, the Grantee shall not have any rights as a shareholder of the Company in connection with these Performance Stock Units and the Grantee's interest in the Performance Stock Units shall make the Grantee only a general, unsecured creditor of the Company, unless and until the

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Shares are distributed to the Grantee. Following delivery of Shares upon the Payment Date, the Grantee shall have all rights as a shareholder with respect to such **retirement** Shares.

(c) The Grantee may also be subject to the Company's hedging and pledging policy. For designated executive officers, the policy prohibits (i) directly or indirectly engaging in hedging or monetization transactions with the Performance Stock Units and Company stock; (ii) engaging in short sale transactions with the Performance Stock Units and Company stock; and (iii) pledging the Performance Stock Units and Company stock as collateral for a loan, including through the use of traditional margin accounts with a broker. For the Grantee who is not such designated executive officer, the policy prohibits (i) directly or indirectly engaging in hedging or monetization transactions with the Performance Stock Units and Company stock and (ii) engaging in short sale transactions with the Performance Stock Units and Company stock.

(d) If and when the Grantee is an Officer (as defined in Rule 16a-1(f) of the Exchange Act or appointed by the Board), the Grantee may not sell, assign, pledge, exchange, hypothecate or otherwise transfer, encumber or dispose of fifty percent (50%) of any Shares paid to the Grantee as of the Payment Date pursuant to Section 3 (net of any shares required to be sold, withheld or otherwise to satisfy tax withholding pursuant to Section 7(b)), until such time as the officer's total equity holdings satisfy the equity ownership guidelines adopted by the Compensation Committee of the Board; provided, however, that this Section 4(d) shall not prohibit the Grantee from exchanging or otherwise disposing of Shares in connection with a Change in Control or other transaction in which Shares held by other Company shareholders are required to be exchanged or otherwise disposed.

SECTION 5. DIVIDEND EQUIVALENTS

(a) Any dividend equivalents earned with respect to Performance Stock Units that remain subject to a Period of Restriction shall not be paid to the Grantee but shall be held by the Company.

(b) Such held dividend equivalents shall be subject to the same Period of Restriction as the Performance Stock Units to which they relate.

(c) Any dividend equivalents held pursuant to this Section 5 which are attributable to Performance Stock Units that vest pursuant to this Agreement shall be paid to the Grantee at the same time payment is made hereunder with respect to such Performance Stock Units.

(d) Dividend equivalents attributable to Performance Stock Units forfeited pursuant to Section 2 of this Agreement shall be forfeited to the Company for no consideration on the date such Performance Stock Units are forfeited.

Section 6. GRANTEE OBLIGATIONS; RESTRICTIVE COVENANTS

In consideration for the benefits provided herein, the Grantee agrees to abide by the following terms:

(a) Confidential Information. The Grantee has occupied a position of trust and confidence and has had access to substantial information about the Company and its affiliates and Subsidiaries, and their

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operations, that is confidential or not generally known in the industry including, without limitation, information that relates to purchasing, sales, customers, marketing, and the financial positions and financing arrangements of the Company and its affiliates and Subsidiaries. The Grantee agrees that all such information is proprietary or confidential or constitutes trade secrets and is the sole property of the Company and/or its affiliates and Subsidiaries, as the case may be. The Grantee shall keep confidential and, outside the scope of the Grantee's duties and responsibilities with the Company and its affiliates and Subsidiaries, shall not reproduce, copy or disclose to any other person or firm, any such information or any documents or information relating to the Company's or its affiliates' methods, processes, customers, accounts, analyses, systems, charts, programs, procedures, correspondence or records, or any other documents used or owned by the Company or any of its affiliates or Subsidiaries, nor shall the Grantee advise, discuss with or in any way assist any other person, firm or entity in obtaining or learning about any of the items described in this section. Accordingly, at all times before and after the termination of the Grantee's employment, for any reason, the Grantee shall not disclose, or permit or encourage anyone else to disclose, any such information, nor shall the Grantee use any such information, either alone or with others, outside the scope of the Grantee's duties and responsibilities with the Company and its affiliates and Subsidiaries, except that this Agreement does not prohibit the Grantee from (i) making any disclosure of information required by law; (ii) providing information to, or testifying or otherwise assisting in any investigation or proceeding brought by any federal regulatory or law enforcement agency or legislative body, any self-regulatory organization, or the Company's designated legal compliance officer; or (iii) filing, testifying, participating in or otherwise assisting in a proceeding relating to an alleged violation of any federal, state or municipal law relating to fraud or any rule or regulation of the Securities and Exchange Commission or any self-regulatory organization.

(b) Noncompetition, Nonsolicitation and Non-Hire. THE POST-EMPLOYMENT RESTRICTIVE COVENANTS IN THIS SECTION 6(B) DO NOT APPLY TO ANY GRANTEE WHO IS A RESIDENT IN THE STATE OF CALIFORNIA FOR SO LONG AS THE GRANTEE REMAINS A CALIFORNIA RESIDENT. THE ONLY RESTRICTIVE COVENANTS IN THIS SECTION 6(B) THAT APPLY TO THE GRANTEE WHILE A CALIFORNIA RESIDENT ARE THOSE PERTAINING TO THE PERIOD OF TIME WHILE THE GRANTEE REMAINS AN EMPLOYEE OF THE COMPANY OR ONE OF ITS SUBSIDIARIES. The Grantee acknowledges that he or she has acquired substantial knowledge and confidential information concerning the business of the Company and its affiliates and Subsidiaries as a result of his or her employment. The Grantee further acknowledges that the scope of business in which the Company and its affiliates and Subsidiaries are engaged as of the Grant Date is international and very competitive. Competition by the Grantee in that business after the termination of the Grantee's employment, for any reason, could severely injure the Company and its affiliates and Subsidiaries.

In this Section:

(i) "Competitive Business" shall mean any firm or business that directly competes with any business unit of the Company or any of its affiliates or Subsidiaries in which the Grantee has worked during the two-year period prior to termination of his or her employment;

(ii) "Customer" shall mean any business or person for which the Company or its affiliates or Subsidiaries provided products or services during the twelve (12) months prior to the termination of the Grantee's employment;

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(iii) "Prospective Customer" shall mean any business or person from which the Company or any of its affiliates or Subsidiaries actively solicited business within the twelve (12) months prior to the termination of the Grantee's employment; and

(iv) "Restricted Territory" shall mean any country or other geographic scope in which the Company or its affiliates or Subsidiaries conducted business in the twelve (12) months prior to the termination of the Grantee's employment in relation to which the Grantee had material responsibilities.

During the Grantee's employment and for a period ending on the later of (A) one year after the termination of the Grantee's employment, for any reason (other than a Qualified Full Retirement then all Eligible Equity Awards shall be treated or Qualified Early Retirement), or (B) in the case of a termination of the Grantee's employment due to a Qualified Full Retirement or Qualified Early Retirement for purposes of post-termination vesting, the later of one year after the termination of the Grantee's employment or the date on which the Performance Stock Units become fully vested in accordance with Section 2(a)(ii) or 2(a)(iii) herein, the Grantee agrees:

- (1) that, in the Restricted Territory, the Grantee shall not, directly or indirectly: (i) become an employee, consultant, director, advisor, principal, partner or substantial shareholder of any Competitive Business; (ii) become an employee, consultant, director, advisor, principal, partner or substantial shareholder of any Customer or Prospective Customer; or (iii) solicit or accept any business that directly competes with the Company or any of its affiliates or Subsidiaries in their principal products and services from any Customer or Prospective Customer; and
 - (2) not to, directly or indirectly, on behalf of the Grantee or any Competitive Business, hire or solicit for employment, partnership or engagement as an independent contractor any person who was an employee of the Company or any of its affiliates or Subsidiaries during the period of twelve (12) months prior to any such improper solicitation, hire or engagement.
- (c) The Grantee expressly acknowledges and agrees with the reasonableness of the terms set forth in this Section 6 and agrees not to contest these terms in a court of competent jurisdiction on such grounds. The Grantee agrees that the Company's remedy at law for a breach of these covenants may be inadequate and that for a breach of these covenants the Company, in addition to other remedies provided for by law, may be entitled to an injunction, restraining order or other equitable relief prohibiting the Grantee from committing or continuing to commit any such breach. If a court of competent jurisdiction determines that any of these restrictions are overbroad, the Grantee and the Company agree to modification of the affected restriction(s) to permit enforcement to the maximum extent allowed by law.
- (d) No provision of this Section 6 shall apply to restrict the Grantee's conduct, or trigger any reimbursement or recoupment obligations under this Agreement, in any jurisdiction where such provision is, on its face, unenforceable and/or void as against public policy, unless the provision may be construed, amended, reformed or equitably modified to be enforceable and compliant with public policy, in which case, the provision shall apply as construed, amended, reformed or equitably modified.
- (e) The Grantee also recognizes and acknowledges that the value of the Performance Stock Units he or she is receiving under this Agreement represents a portion of the Grantee's value to the Company such that if the Grantee breaches the restrictive covenant by working for or with a competitor, thereby transferring such value to the competitor, the value of the Performance Stock Units represents a reasonable measure of a portion of the monetary damages for such breach. Thus, in the respective grant agreements event of a breach

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by the Grantee of any applicable to the Employee's death or disability as defined restriction contained in the respective grant agreements.

4.4 DIVIDENDS. Dividend equivalents will continue to accrue (i) under Eligible Equity Awards in accordance with this Section 6, such breach shall be considered a material breach of the terms of the respective grant agreements, as Plan, and any other program, plan or arrangement by which the Grantee receives equity in the Company. Therefore, besides prospective injunctive relief, if the equity holder had Grantee breaches any restrictive covenant contained in this Section 6 as applicable to the Grantee, the Company shall also be entitled to revoke any unvested Performance Stock Units and recover any shares (or the gross value of any shares) deliverable to the Grantee pursuant to this Agreement and, pursuant to Florida law, shall be entitled to recover its costs and attorney's fees incurred in securing relief under this Section 6. Additionally, if the Company is investigating an alleged breach or threat of breach of any applicable restrictive covenant in this Section 6 by the Grantee, the Company may restrict any shares hereunder from being sold or transferred until it has completed its investigation without any resulting liability to the Grantee, and shall remove such restriction placed on such shares only upon its determination in good faith that the Grantee is not retired, in violation of such restrictive covenant(s) or has agreed otherwise in writing with the event Grantee.

SECTION 7. MISCELLANEOUS PROVISIONS

(a) **Acknowledgements.** The Grantee hereby acknowledges that he or she has read and understands the terms of Employee's Qualified Full Retirement the Plan and (ii) this Agreement, and agrees to be bound by their respective terms and conditions. The Grantee acknowledges that there may be tax consequences upon the vesting of the Performance Stock Units or the transfer of Shares paid to the Grantee under this Agreement and that the Grantee should consult an independent tax advisor.

(b) Tax Withholding. Pursuant to Article 21 of the Plan, the Company shall have the power and right to deduct or withhold an amount sufficient to satisfy any federal, state and local taxes (including the Grantee's FICA taxes) required by law to be withheld with respect to the pro rata portion Performance Stock Units. The Company may condition the delivery of Shares (or the vesting of the Eligible Equity Awards eligible for vesting in Performance Stock Units, if applicable) upon the event Grantee's satisfaction of Employee's Qualified Early Retirement.

ARTICLE V

EMPLOYEE STOCK PURCHASE PLAN TREATMENT

5.1 ESPP MATCHING CONTRIBUTIONS. Following a Qualified Retirement, such withholding obligations. The Grantee may elect to satisfy all or part of such withholding requirement by tendering previously-owned Shares or by having the Company will continue withhold Shares having a Fair Market Value equal to make matching contributions of Company stock in accordance with the terms of minimum statutory withholding (based on minimum statutory withholding rates for federal, state and local tax purposes, as applicable, including the ESPP until all Employee contributions made under the ESPP in the final twelve (12) month period of Employee's employment with an Employer have been matched by the Company in accordance with the terms of the ESPP.

5.2 SALE OF COMMON STOCK UNDER THE ESPP. Shares of Company common stock purchased under the ESPP may Grantee's FICA taxes) that could be sold at any time after the Employee terminates employment with an Employer.

5.3 DEATH OR DISABILITY. In the event of an Employee's death or disability at any time following an Employee's notice of intent to retire and confirmation by the Company that such retirement is a Qualified Retirement, then the Company will continue to make matching contributions of Company stock under the ESPP in accordance with the terms of this Program and the ESPP.

ARTICLE VI

PROGRAM ADMINISTRATION

6.1 PROGRAM ADMINISTRATION.

(a) Authority to control and manage the operation and administration of the Program shall be vested in the Compensation Committee. The Compensation Committee shall have all powers necessary to supervise the administration of the Program and control its operations.

(b) In addition to any powers and authority conferred imposed on the Compensation Committee elsewhere in the Program or by law, the Compensation Committee shall have the following powers transaction, and, authority:

(i) To delegate the day to day administration of the Program to the Group Plans Committee (as defined below) or such other agent as determined by the Compensation Committee;

(ii) To administer, interpret, construe and apply the Program and to answer all questions that may arise or that may be raised under the Program by an Employee, their beneficiary or any other person whatsoever;

(iii) To apply the terms and conditions of the Program by requiring any Employee to enter into an enrollment form or subscription agreement that sets forth the terms and conditions of the Employee's enrollment under the Program, the agreement, and any country-specific appendices thereto;

(iv) To establish rules and procedures from time to time for the conduct of its business and for the administration and effectuation of its responsibilities under the Program; and

(v) To perform or cause to be performed such further acts as it may deem to be necessary, appropriate or convenient for the operation of the Program.

(c) Any action taken in good faith by the Committee in the exercise of authority conferred upon it by the Program shall be conclusive and binding upon an Employee and their beneficiaries. All discretionary powers conferred upon the Committee shall be absolute.

(d) To the extent permitted by applicable law and the Program, the Committee may delegate its authority hereunder. To the extent any individual or group has been delegated duties or authority under the Program, such person or group shall be considered the Committee for purposes of the Program to the extent the individual or group is acting within the scope Company so permits, amounts in excess of the delegation.

6.2 LIMITATION ON LIABILITY. No member of minimum statutory withholding to the Board or Compensation Committee (or any other person or member of a group to which administrative authority or duties have been delegated, including members of extent it would not result in additional accounting expense. Such election shall be irrevocable, made in writing and signed by the Fidelity National Information Services, Inc. Group Plans Committee (the "Group Plans Committee") Grantee, and shall be subject to any liability with respect to his restrictions or her duties under this Program unless the person acts fraudulently or in bad faith. To the extent permitted by law, limitations that the Company, in its sole discretion, deems appropriate.

(c) Ratification of Actions. By accepting this Agreement, the Grantee and each person claiming under or through the Grantee shall indemnify each member be conclusively deemed to have indicated the Grantee's acceptance and ratification of, and consent to, any action taken under the Plan or this Agreement and the Grant by the Company, the Board or Compensation Committee (and each other person or member of a group to which administrative authority or duties have been

delegated, including members of the Group Plans Committee) who was or is a party, or is threatened to be made a party, to any threatened, pending or completed proceeding, whether civil, criminal, administrative or investigative, by reason of the person's conduct in the performance of his or her duties under this Program. For the avoidance of doubt, this Section 6.2 shall not be interpreted as limiting protections provided under the indemnification provisions in the Fidelity National Information Services, Inc. 2022 Omnibus Incentive Plan. Committee.

ARTICLE VII MISCELLANEOUS MATTERS

7.1 AMENDMENT AND TERMINATION. The Compensation Committee may amend, modify, or terminate (d) **Notice.** Any notice required by the Program at any time. Notwithstanding the foregoing, no such amendment or termination shall affect rights previously granted, nor may an amendment make any change in any right previously granted which adversely affects the rights of any Employee without the consent of such Employee. The terms of the Program as amended and restated effective as of the Restatement Date shall not impact (i) the eligibility or terms of the equity awards granted by the Company prior to the Restatement Date or (ii) the rights of the Employees who satisfied the eligibility requirements under Section 3.1 and the notice requirements under Section 3.2, in each case, of the Program as in effect prior to the Restatement Date.

7.2 BENEFITS NOT ALIENABLE. Benefits under the Program may not be assigned or alienated, whether voluntarily or involuntarily, except as expressly permitted in the Program. Any such attempt at assignment, transfer, pledge or other disposition this Agreement shall be without effect.

7.3 NO ENLARGEMENT OF EMPLOYEE RIGHTS. The Program is strictly a voluntary undertaking on the part of the Employer given in writing and shall not be deemed to constitute a contract between the Employer and any Employee or to be consideration for, or an inducement to, or a condition of, the employment of any Employee. Nothing contained in the Program shall be deemed effective upon personal delivery or upon deposit with the United States Postal Service, by registered or certified mail, with postage and fees prepaid. Notice shall be addressed to give the right to any Employee to be retained in the employ General Counsel of the Employer Company at its principal executive office and to the Grantee at the address that he or she most recently provided in writing to interfere with the right Company.

(e) **Choice of Law.** This Agreement and the Employer to discharge any Employee at any time.

7.4 GOVERNING LAW. The Program Grant shall be governed by, and construed in accordance with, and governed by the laws of the State Florida, without regard to any conflicts of Florida, excluding any conflicts law or choice of law rule or

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principle that might otherwise refer construction cause the Plan, this Agreement or interpretation of the Program Grant to be governed by or construed in accordance with the substantive law of another jurisdiction.

7.5 SECTION

(f) **Arbitration.** Subject to Article 3 of the Plan, any dispute or claim arising out of or relating to the Plan, this Agreement or the Grant shall be settled by binding arbitration before a single arbitrator in Jacksonville, Florida and in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator shall decide any issues submitted in accordance with the provisions and commercial purposes of the Plan, this Agreement and the Grant, provided that all substantive questions of law shall be determined in accordance with the state and Federal laws applicable in Florida, without regard to internal principles relating to conflict of laws.

(g) **Modification or Amendment.** This Agreement may only be modified or amended by written agreement executed by the parties hereto; provided, however, that the adjustments permitted pursuant to Section 4.3 of the Plan may be made without such written agreement.

(h) **Severability.** In the event any provision of this Agreement shall be held illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining provisions of this Agreement, and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been included.

(i) **References to Plan.** All references to the Plan (or to a Section or Article of the Plan) shall be deemed references to the Plan (or the Section or Article) as may be amended from time to time.

(j) **Section 409A COMPLIANCE, Compliance.** To the extent applicable, it is intended that the Plan and this Program and any applicable grant agreements (including any Eligible Equity Awards agreements) Agreement comply with the requirements of Section 409A and the Plan and this Program and any applicable grant agreements Agreement shall be interpreted accordingly. All payments made under this Program or an applicable grant agreement hereunder shall be deemed

separate payments for purposes of Section 409A. For purposes of any payment hereunder in respect of restricted stock units or performance stock units Performance Stock Units subject to Section 409A, references to the Employee's Grantee's termination of employment (or words of like import) shall mean the Employee's Grantee's "separation from service" (within the meaning of Treasury Regulation Section 1.409A-1(h)). Notwithstanding anything in the Plan, this Program, an applicable grant agreement Agreement or any employment agreement by and between the Employee Grantee and Employer the Company or its affiliate or Subsidiary to the contrary, if the Employee Grantee is a "specified employee" under Section 409A, no payment hereunder that is subject to Section 409A shall be made as a result of a "separation from service" of the Employee Grantee until the earlier of (i) the first business day following the six-month six (6) month anniversary of the Employee's Grantee's separation from service or (ii) the date of the Employee's Grantee's death. To Notwithstanding anything herein to the contrary, to the extent permitted by Treasury Regulation Section 1.409A-3(j)(4)(ix), payment in respect of the restricted stock units and performance stock units Performance Stock Units subject to Section 4009A 409A may be accelerated in connection with a "change in control event" within the meaning of Treasury Regulation Section 1.409A-3(i)(5) without the consent of the Employee. Grantee.

SECTION 8. NATURE OF GRANT; NO ENTITLEMENT; NO CLAIM FOR COMPENSATION

The Grantee, in accepting the grant of Performance Stock Units, represents and acknowledges the following:

(a) The Plan is established voluntarily by the Company, it is discretionary in nature and may be modified, amended, suspended or terminated by the Company at any time.

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(b) The grant of the Performance Stock Units is voluntary and occasional and does not create any contractual or other right to receive future grants of awards, or benefits in lieu of awards, even if awards have been granted repeatedly in the past.

(c) All decisions with respect to future grants, if any, shall be at the sole discretion of the Committee.

(d) Any Shares acquired under the Plan are extraordinary items that are outside the scope of the Grantee's employment agreement (if any) and are not part of the Grantee's normal or expected compensation or salary for any purpose, including, but not limited to, calculating any severance, resignation, termination, redundancy, end of service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments.

(e) Any Shares subject to the Performance Stock Units are not intended to replace any pension rights or compensation.

(f) The Grantee has not been induced to participate in the Plan by any expectation of employment or continued employment with the Company or any of its affiliates or Subsidiaries.

(g) In the event that the Grantee's employer is not the Company, the grant of the Performance Stock Units shall not be interpreted to form an employment contract or relationship with the Company and, furthermore, the grant of the Performance Stock Units shall not be interpreted to form an employment contract with the Grantee's employer or any affiliate or subsidiary thereof.

(h) The future value of the underlying Shares is unknown and cannot be predicted with certainty. If the Grantee vests in the Performance Stock Units, the value of any acquired Shares may increase or decrease. The Grantee understands that the Company is not responsible for any foreign exchange fluctuation between the United States dollar and the Grantee's local currency that may affect the value of the underlying Shares.

(i) In consideration of the grant of the Performance Stock Units, no claim or entitlement to compensation or damages shall arise from forfeiture of the Performance Stock Units or diminution in value of the Performance Stock Units or any of the Shares issuable under the Performance Stock Units from termination of the Grantee's employment by the Company or his or her employer, as applicable (and for any reason whatsoever and whether or not in breach of contract or local labor laws) or notice to terminate employment having been given by the Grantee or the Grantee's employer, and the Grantee irrevocably releases his or her employer, the Company and its affiliates and Subsidiaries, as applicable, from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, then, by accepting this Agreement, the Grantee shall be deemed to have irrevocably waived the Grantee's entitlement to pursue such claim.

SECTION 9. DATA PRIVACY

(a) The Grantee hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Grantee's personal data as described in this Agreement by and among, as applicable, the Grantee's employer, the Company or any of its Subsidiaries and affiliates for the exclusive purpose of implementing, administering and managing the Grantee's participation in the Plan.

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(b) The Grantee understands that the Grantee's employer, the Company and its Subsidiaries and affiliates, as applicable, hold certain personal information about the Grantee regarding the Grantee's employment, the nature and amount of the Grantee's compensation and the fact and conditions of the Grantee's participation in the Plan, including, but not limited to, the Grantee's name, home address, telephone number and e-mail address, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company and its affiliates, details of all options, restricted stock awards or units, performance units or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in the Grantee's favor, for the purpose of implementing, administering and managing the Plan (the "Data").

(c) The Grantee understands that the Data may be transferred to the Company, any Subsidiary, an affiliate and any third parties assisting in the implementation, administration and management of the Plan, including without limitation a stock plan administrator for on-line administration of the Plan, that these recipients may be located in the Grantee's country, or elsewhere, and that the recipient's country may have different data privacy laws and protections than the Grantee's country. The Grantee understands that the Grantee may request a list with the names and addresses of any potential recipients of the Data by contacting the Grantee's local human resources representative. The Grantee authorizes the recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing the Grantee's participation in the Plan, including any requisite transfer of such Data as may be required to a broker or other third party. The Grantee understands that the Data shall be held only as long as is necessary to implement, administer and manage the Grantee's participation in the Plan. The Grantee understands that the Grantee may, at any time, view the Data, request additional information about the storage and processing of the Data, require any necessary amendments to the Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing the Grantee's local human resources representative. The Grantee understands, however, that refusing or withdrawing the Grantee's consent may affect the Grantee's ability to participate in the Plan. For more information on the consequences of refusal to consent or withdrawal of consent, the Grantee understands that the Grantee may contact the Grantee's local human resources representative.

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EXHIBIT A

Vesting and Restrictions

The Performance Stock Units are subject to both a Performance Restriction and a Time-Based Restriction, as described below (collectively, the "Period of Restriction").

Performance Restriction

1. MEASUREMENT PERIODS

Subject to the terms and conditions hereof and of the Plan, the Portion of Performance Stock Units Eligible to be Earned each Measurement Period are subject to the performance restrictions as set forth more fully below (the "Performance Restrictions"), which are measured on three separate periods that each begin on January 1 and end on December 31 of calendar years 2024, 2025 and 2026, respectively (each individually, a "Measurement Period" and collectively the "Measurement Periods").

Measurement Periods	Measurement Period Start Date	Measurement Period End Date	Portion of Performance Stock Units Eligible to be Earned
Period 1	January 1, 2024	December 31, 2024	One-third of the Performance Stock Units granted
Period 2	January 1, 2025	December 31, 2025	One-third of the Performance Stock Units granted
Period 3	January 1, 2026	December 31, 2026	One-third of the Performance Stock Units granted

2. PERFORMANCE GOALS

- (a) The Performance Restrictions have been established by the Compensation Committee of the Board of Directors of the Company (the “Committee”). The Committee may equitably adjust the Performance Restrictions in the event a pandemic, force majeure event or similar event over which the Company has no control renders the Performance Goals ineffective.
- (b) [REDACTED]
- (c) After the end of each Measurement Period, the Company will determine (and the Committee will certify) the total Performance Stock Units earned for such Measurement Period (based on the Portion of Performance Stock Units Eligible to be Earned for such Measurement Period) (the “Banked Performance Stock Units”); provided, however, the Banked Performance Stock Units shall remain subject to the Time-Based Restriction described in Section 3 below.
- (d) The term “Revenue Growth” means the year over year percentage increase for the Measurement Period of GAAP revenue as reported in the Company’s Annual Report on Form 10-K, excluding the impact of fluctuations in foreign currency exchange rates for the current period compared to an adjusted revenue base for the immediately preceding calendar year period, and excluding revenues from the Company’s non-strategic businesses in the Company’s corporate and other segment. If Revenue Growth for a completed Measurement Period exceeded the Maximum level (i.e., [REDACTED]%), the Revenue

- Growth for the next Measurement Period immediately following such completed Measurement Period in which the Revenue Growth greater than the Maximum level was achieved shall be measured relative to the revenue that would have attained the specified Maximum level (i.e., [REDACTED]%) for such completed Measurement Period (and not on the actual revenue achievement at the end of such completed Measurement Period).
- (e) The term “EPS Growth” means the year over year percentage increase for each Measurement Period in percentage of adjusted earnings per share growth as reported in the Company’s year-end earnings schedules. If EPS Growth for a completed Measurement Period exceeded the Maximum level (i.e., [REDACTED]%), the EPS Growth for the next Measurement Period immediately following such completed Measurement Period in which the EPS Growth greater than the Maximum level was achieved shall be measured relative to the adjusted earnings per share that would have attained the specified Maximum level (i.e., [REDACTED]%) for such completed Measurement Period (and not on the actual adjusted earnings per share achievement at the end of such completed Measurement Period). The normalized earnings per share base for measuring EPS Growth for Period 1 shall be \$4.44.
- Any Performance Stock Units that fail to be earned in a Measurement Period based on the satisfaction of the Performance Restriction for a Measurement Period shall be immediately forfeited to the Company.

Time-Based Restriction

3. TIME-BASED RESTRICTION

Except as otherwise provided by this Agreement, for any Banked Performance Stock Units to vest, the Grantee must remain continuously employed by the Company from the Grant Date through February 28, 2027 (the “Time-Based Restriction”).

Fidelity National Information Services, Inc.

Notice of Restricted Stock Unit Grant

You (the "Grantee") have been granted the following award of restricted stock units (the "Restricted Stock Units") denominated in shares of common stock of Fidelity National Information Services, Inc. (the "Company"), par value \$0.01 per share ("Shares"), pursuant to the Fidelity National Information Services, Inc. 2022 Omnibus Incentive Plan (the "Plan"):

Grantee:	«Name»
Number of Restricted Stock Units Granted:	«Shares»
Grant Date:	«Date»
Vesting Schedule:	<p>One-third vests on February 28, 2025</p> <p>One-third vests on February 28, 2026</p> <p>One-third vests on February 28, 2027</p>

See the Restricted Stock Unit Award Agreement and Plan Prospectus for the specific provisions related to this Notice of Restricted Stock Unit Grant and other important information concerning this award.

Fidelity National Information Services, Inc.

2022 Omnibus Incentive Plan
Restricted Stock Unit Award Agreement

SECTION 1. GRANT OF RESTRICTED STOCK UNITS

(a) Restricted Stock Unit. On the terms and conditions set forth in the Notice of Restricted Stock Unit Grant (the "Grant") and this Restricted Stock Unit Award Agreement (this "Agreement"), the Company grants to the Grantee on the Grant Date the Restricted Stock Units set forth in the Grant and the Grantee, by acceptance hereof, agrees to the terms and conditions of this Agreement.

(b) Plan and Defined Terms. The Restricted Stock Units are granted pursuant to the Fidelity National Information Services, Inc. 2022 Omnibus Incentive Plan (the "Plan"). All terms, provisions, and conditions applicable to the Restricted Stock Units set forth in the Plan and not set forth herein are hereby incorporated by reference herein. To the extent any provision hereof or the Grant is inconsistent with a provision of the Plan, the provisions of the Plan shall govern. All capitalized terms that are used in the Grant or this Agreement and not otherwise defined therein or herein shall have the meanings ascribed to them in the Plan.

Section 1. FORFEITURE; TRANSFER RESTRICTIONS; AND CHANGE IN CONTROL

(a) Forfeiture. The Restricted Stock Units shall be subject to forfeiture until the Restricted Stock Units vest in accordance with Exhibit A, except (i) in the case of death, Disability (as defined below), Qualified Full Retirement (as defined below), Qualified Early Retirement (as defined below), Qualified Involuntary Termination (as defined below), or Termination Without Cause (as defined below) of the Grantee or (ii) to the extent otherwise provided by this Agreement or the provisions of an employment agreement between the Company or its Subsidiary and the Grantee. All unvested Restricted Stock Units shall be forfeited for no consideration upon the termination of the Grantee's employment with the Company or its Subsidiary for any reason, provided that:

Illustrative Examples

(i) In the event of the Grantee's death or Disability, all unvested Restricted Stock Units shall vest as of the date of the Grantee's death or Disability and become free of any forfeiture and transfer restrictions described in this Agreement and payment shall be made in respect of such Restricted Stock Units in accordance with Section 3 of this Agreement.

(ii) If the Grantee's employment with the Company or its Subsidiary terminates due to a Qualified Full Retirement prior to the vesting of the Restricted Stock Units and if the unvested Restricted Stock Units have been outstanding for a period of at least nine (9) months as of the date of the Grantee's eligible retirement date specified in the Notice of Retirement (as defined below), then all such unvested Restricted Stock Units shall continue to vest in accordance with the terms of this Agreement on the applicable Vesting Date specified in [Exhibit A](#). Any unvested Restricted Stock Units that have been outstanding for a period of less than nine (9) months as of the Grantee's eligible retirement date specified in the Notice of Retirement shall be immediately forfeited for no consideration upon the termination of the Grantee's employment with the Company or its Subsidiary. If the Grantee gives Notice of Retirement meeting all of the requirements under the Qualified Retirement Equity Program (as defined below) and the Company specifies an approved retirement date that is prior to the date on which the Restricted Stock Units have been outstanding for at least nine (9) months, such affected Restricted Stock Units shall continue to be treated as an Eligible Equity Award (as defined in the Qualified Retirement Equity

Below are examples

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Program). Restricted Stock Units that become vested pursuant to this Section 2(a)(ii) shall be paid upon the Vesting Date specified in [Exhibit A](#) in accordance with Section 3 hereof. The continued vesting due to a Qualified Full Retirement described herein is contingent upon the Grantee's compliance with the provisions of Section 6 of this Agreement (including, upon request by the Company, the Grantee's execution of a compliance certificate confirming the Grantee's compliance with Section 6 of this Agreement) and the execution of a release of all claims against the Company and its affiliates and related parties in such form as is reasonably required by the Company. To be eligible for a Qualified Full Retirement, the Grantee must provide Notice of Retirement in accordance with the terms of the Qualified Retirement Equity Program.

(iii) If the Grantee's employment with the Company or its Subsidiary terminates due to a Qualified Early Retirement (such date of termination, the "Early Retirement Date") prior to the vesting of the Restricted Stock Units, then (A) where such Early Retirement Date occurs after the Grant Date but on or prior to February 28, 2025, the Portion of Restricted Stock Units Granted (as set forth in [Exhibit A](#)) scheduled to vest on February 28, 2025 in accordance with [Exhibit A](#) shall vest on February 28, 2025 as to a *pro rata* Portion of Restricted Stock Units Granted, which shall be the amount of Portion of Restricted Stock Units Granted prorated based on the ratio of the number of days that lapsed after the Grant Date through such Early Retirement Date, divided by the total number of days between the Grant Date and [ineligible scenarios](#) February 28, 2025; (B) where such Early Retirement Date occurs after February 28, 2025 but on or prior to February 28, 2026, the Portion of Restricted Stock Units Granted scheduled to vest on February 28, 2026 in accordance with [Exhibit A](#) shall vest on February 28, 2026 as to a *pro rata* Portion of Restricted Stock Units Granted, which shall be the amount of Portion of Restricted Stock Units Granted prorated based on the ratio of the number of days that lapsed after February 28, 2025 through such Early Retirement Date, divided by the total number of days between February 28, 2025 and February 28, 2026; or (C) where such Early Retirement Date occurs after February 28, 2026 but on or prior to February 28, 2027, the Portion of Restricted Stock Units Granted scheduled to vest on February 28, 2027 in accordance with [Exhibit A](#) shall vest on February 28, 2027 as to a *pro rata* Portion of Restricted Stock Units Granted, which shall be the amount of Portion of Restricted Stock Units Granted prorated based on the ratio of the number of days that lapsed after February 28, 2026 through such Early Retirement Date, divided by the total number of days between February 28, 2026 and February 28, 2027; provided that in each case of the foregoing clauses (A), (B) and (C), all other unvested Restricted Stock Units as of the Early Retirement Date (including any Portion of Restricted Stock Units Granted in excess of the *pro rata* amount described above) shall be immediately forfeited for no consideration upon the termination of the Grantee's employment with the Company or its Subsidiary. All Restricted Stock Units that become vested pursuant to this Section 2(a)(iii) shall be paid on the Payment Date in accordance with Section 3 hereof. The vesting of any Restricted Stock Units pursuant to a Qualified Early Retirement described herein is contingent upon the Grantee's compliance with the provisions of Section 6 of this Agreement (including, upon request by the Company, the Grantee's execution of a compliance certificate confirming the Grantee's compliance with Section 6 of this Agreement) and the execution of a release of all claims against the Company and its affiliates and related parties in such form as is reasonably required by the Company. To be eligible for a Qualified Early Retirement, ~~(*)~~ the Grantee must provide Notice of Retirement in accordance with the terms of the Qualified Retirement Equity Program.

(iv) If the Grantee's employment with the Company or its Subsidiary terminates due to a Qualified Involuntary Termination prior to the vesting of the Restricted Stock Units, then all such unvested Restricted Stock Units as of the date of the Qualified Involuntary Termination shall continue to vest in accordance with the terms of this Agreement for the twelve (12) month period immediately following the date of the Qualified Involuntary Termination, after which any unvested Restricted Stock Units that have not vested as of the end of such twelve (12) month period shall be forfeited for no

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consideration. Restricted Stock Units that become vested pursuant to this Section 2(a)(iv) on the applicable Vesting Date specified in [Exhibit A](#) occurring during such twelve (12) month period shall be paid in accordance with Section 3 hereof. The continued vesting due to a Qualified Involuntary Termination described herein is contingent upon the Grantee's compliance with the provisions of Section 6 of this Agreement.

(v) If the Grantee's employment with the Company or its Subsidiary terminates due to a Termination Without Cause (other than if the Grantee is discharged by the Company for reasons related to the Grantee's work performance, as determined by the Company in its sole discretion, including, without limitation, termination for poor job performance, misconduct or violation of Company policies or rules, in which case all unvested Restricted Stock Units shall be forfeited for no consideration) and such termination is not a Qualified Involuntary Termination (such date of termination, the "Termination Date"), then (A) where such Termination Date occurs after the Grant Date but on or prior to February 28, 2025, the Portion of Restricted Stock Units Granted scheduled to vest on February 28, 2025 in accordance with [Exhibit A](#) shall vest as of such Termination Date as to a *pro rata* Portion of Restricted Stock Units Granted, which shall be the amount of Portion of Restricted Stock Units Granted prorated based on the ratio of the number of days that lapsed after the Grant Date through such Termination Date, divided by the total number of days between the Grant Date and February 28, 2025; (B) where such Termination Date occurs after February 28, 2025 but on or prior to February 28, 2026, the Portion of Restricted Stock Units Granted scheduled to vest on February 28, 2026 in accordance with [Exhibit A](#) shall vest as of such Termination Date as to a *pro rata* Portion of Restricted Stock Units Granted, which shall be the amount of Portion of Restricted Stock Units Granted prorated based on the ratio of the number of days that lapsed after February 28, 2025 through such Termination Date, divided by the total number of days between February 28, 2025 and February 28, 2026; or (C) where such Termination Date occurs after February 28, 2026 but on or prior to February 28, 2027, the Portion of Restricted Stock Units Granted scheduled to vest on February 28, 2027 in accordance with [Exhibit A](#) shall vest as of such Termination Date as to a *pro rata* Portion of Restricted Stock Units Granted, which shall be the amount of Portion of Restricted Stock Units Granted prorated based on the ratio of the number of days that lapsed after February 28, 2026 through such Termination Date, divided by the total number of days between February 28, 2026 and February 28, 2027; provided that in each case of the foregoing clauses (A), (B) and (C), all other unvested Restricted Stock Units as of the Termination Date (including any Portion of Restricted Stock Units Granted in excess of the *pro rata* amount described above) shall be immediately forfeited for no consideration upon the termination of the Grantee's employment with the Company or its Subsidiary. All Restricted Stock Units that become vested pursuant to this Section 2(a)(v) shall be paid on the Payment Date in accordance with Section 3 hereof.

(vi) For purposes hereof:

(1) "Cause" shall have the meaning ascribed to such term in the Grantee's employment agreement with the Company or its Subsidiary. If the Grantee's employment agreement does not define the term "Cause," or if the Grantee has not entered into an employment agreement with the Company or its Subsidiary, "Cause" shall mean (A) persistent failure to perform duties consistent with a commercially reasonable standard of care, (B) willful neglect of duties, (C) conviction of, or pleading guilty or nolo contendere to, criminal or other illegal activities involving dishonesty or moral turpitude, (D) commission of an act of fraud or an omission constituting fraud, (E) material breach of this Agreement, including without limitation, any breach of Section 6 of this Agreement, (F) material breach of the Company's business policies, accounting practices, codes of conduct or standards of ethics, or (G) failure to materially cooperate with or impeding an investigation authorized by the Board.

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(2) "Disabled" or "Disability" shall mean (i) the Grantee is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, or (ii) the Grantee is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, receiving income replacement benefits for a period of not less than three months under an accident and health plan covering the Grantee.

(3) "Good Reason" shall apply in this Agreement only if the Grantee has an employment agreement with the Company or its Subsidiary with an applicable Good Reason provision and shall have the meaning ascribed to that term in such employment agreement.

(4) "Qualified Early Retirement"¹ shall mean the Grantee's voluntary retirement from employment with the Company or its Subsidiary, upon six (6) months' prior written notice to the Company (the "Notice of Retirement") that is provided upon or after the Grantee's attaining a minimum of sixty-five (65) "points" as determined upon the date of Notice of Retirement, comprised of the Grantee's age upon the date of Notice of Retirement with a minimum age of 55, fifty-five (55) years, plus minimum years the Grantee's Years of Service Service upon the date of 5 years, must total Notice of Retirement with a minimum of 65 points) five (5) Years of Service.

(5) "Qualified Full Retirement"¹ shall mean the Grantee's voluntary retirement from employment with the Company or its Subsidiary, upon six (6) months' Notice of Retirement that is provided upon or after the Grantee's attaining a minimum of seventy-five (75) "points" as determined upon the date of Notice of Retirement, comprised of the Grantee's age upon the date of Notice of Retirement with a minimum age of sixty (60) years, plus the Grantee's Years of Service upon the date of Notice of Retirement with a minimum of fifteen (15) Years of Service.

(6) "Qualified Involuntary Termination" shall mean the Grantee's Termination Without Cause at a time when the Grantee would have satisfied the age and service requirements for a Qualified Full Retirement (*minimum age on the date of 60, plus minimum years termination).

(7) "Qualified Retirement Equity Program" shall mean the Company's Amended and Restated Qualified Retirement Equity Program approved by the Company's Compensation Committee effective as of January 30, 2024, as may be amended or restated from time to time.

(8) "Termination Without Cause" shall mean the involuntary termination of the Grantee's employment by the Company or its Subsidiaries without Cause (and other than due to death or Disability).

(9) "Years of Service" shall mean the total consecutive and continuous service with the Company, a Subsidiary or a predecessor entity of 15 years, must total the Company or its Subsidiary, as an Employee.

¹ Reflects the definition of a minimum of 75r points):

- 55 years old + 10 years of service: 65 points – Eligible for Qualified Early Retirement but ineligible for or Qualified Full Retirement until 60th birthday and 15 years of service.
- 60 years old + 5 years of service: 65 points – Eligible for participants located in the United States. Eligibility definitions for a Qualified Early Retirement but ineligible for or Qualified Full Retirement until 75 points are reached.
- 60 years old + 2 years may vary for participants located outside of service: 62 points – Ineligible the United States to comply with applicable law. Please consult The People Office for the applicable definition of a Qualified Early Retirement until 65 points reached and ineligible for or Qualified Full Retirement for participants located outside of the United States and for the current notification process in place at the time you wish to provide Notice of Retirement.

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(vii) If any provision of this Section 2 conflicts with any provision of an employment agreement by and between the Grantee and the Company or its affiliate or Subsidiary, which is currently or then in effect, such conflicting provisions of the Grantee's employment agreement shall supersede any such conflicting provisions in Section 2 of this Agreement to the extent they are more favorable to the Grantee.

(a) **Transfer Restrictions.** During the Period of Restriction, the Restricted Stock Units may not be sold, assigned, pledged, exchanged, hypothecated or otherwise transferred, encumbered or disposed of to the extent such Restricted Stock Units are subject to a Period of Restriction.

(b) **Lapse of Restrictions.** The Period of Restriction shall lapse as to the Restricted Stock Units in accordance with the Grant. For the avoidance of doubt, once Restricted Stock Units vest, the Period of Restriction lapses as to those Restricted Stock Units. Subject to the terms of the Plan and Sections 4(d) and 6(b) hereof, upon lapse of the Period of Restriction, the Grantee shall be entitled to payment in accordance with Section 3 hereof.

(c) **Change in Control.**

(i) Subject to Section 2(d)(ii) below, in the event of a Change in Control (including, for the avoidance of doubt, a Change in Control that occurs within three (3) months following an Involuntary Termination of the Grantee), all unvested Restricted Stock Units shall immediately vest in full but, notwithstanding Section

3 of this Agreement, payment shall not be made in respect of any such vested Restricted Stock Units until 75 points such time that the Restricted Stock Units would have otherwise become payable in accordance with the provisions of this Agreement (absent the occurrence of such Change in Control); provided, however, that, in the event of an Involuntary Termination of the Grantee within twenty-four (24) months following the Change in Control, payment shall be made in respect of any such vested Restricted Stock Units (unless required to be made earlier pursuant to Section 3 hereof) as soon as practicable (and in no case more than thirty (30) days) after the date of such Involuntary Termination, subject to any delay in payment required by Section 7(j) of this Agreement.

(ii) If the outstanding Restricted Stock Units are reached, assumed (or a substantially equivalent award is substituted therefor) or otherwise remain outstanding following the Change in Control other than any Restricted Stock Units in respect of which an Involuntary Termination of the Grantee occurred prior to a Change in Control (a "Continuing Award"), then such Continuing Award shall vest on the same terms as specified herein (absent the occurrence of such Change in Control); provided, that in the event of the Involuntary Termination of the Grantee within twenty-four (24) months following the Change in Control, such Continuing Award shall immediately vest in full upon the date of such Involuntary Termination and payment shall be made as soon as practicable (and in no case more than thirty (30) days) upon the date of such Involuntary Termination, subject to any delay in payment required by Section 7(j) of this Agreement.

• 65 years old +

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SECTION 3. PAYMENT IN RESPECT OF RESTRICTED STOCK UNITS

Except as specifically provided herein, as soon as practicable (and in no case more than thirty (30) days) after a Restricted Stock Unit becomes vested (the "Payment Date"), the Company shall make payment to the Grantee in respect of the vested Restricted Stock Units by delivering to the Grantee a number of Shares equal to the number of Restricted Stock Units that vested or, in the sole discretion of the Company, in cash, in U.S. dollars or other currency, equal to the Fair Market Value on the Payment Date of the number of Restricted Stock Units that vested (or a combination of cash and Shares thereof) less any required tax withholding pursuant to Section 7(b) of this Agreement.

SECTION 4. TRADING STOCK AND SHAREHOLDER RIGHTS; TRANSFER RESTRICTIONS; HOLDING REQUIREMENT FOLLOWING PERIOD OF RESTRICTION

(a) The Grantee is subject to insider trading liability if the Grantee is aware of material, nonpublic information when making a purchase or sale of Company stock. In addition, if the Grantee is an Officer (as defined in Rule 16a-1(f) of the Exchange Act or appointed by the Board), or someone designated as an "insider" by the Company, the Grantee is subject to blackout restrictions that prevent the sale of Company stock during certain time periods referred to as "blackout periods." A recurring "blackout period" begins at the close of the market on the 15th day of the third month of each calendar quarter and ends two (2) trading days following the Company's earnings release.

(b) Prior to the Payment Date, the Grantee shall not have any rights as a shareholder of the Company in connection with these Restricted Stock Units and the Grantee's interest in the Restricted Stock Units shall make the Grantee only a general, unsecured creditor of the Company, unless and until the Shares are distributed to the Grantee. Following delivery of Shares upon the Payment Date, the Grantee shall have all rights as a shareholder with respect to such Shares.

(c) The Grantee may also be subject to the Company's hedging and pledging policy. For designated executive officers, the policy prohibits (i) directly or indirectly engaging in hedging or monetization transactions with the Restricted Stock Units and Company stock; (ii) engaging in short sale transactions with the Restricted Stock Units and Company stock; and (iii) pledging the Restricted Stock Units and Company stock as collateral for a loan, including through the use of traditional margin accounts with a broker. For the Grantee who is not such designated executive officer, the policy prohibits (i) directly or indirectly engaging in hedging or monetization transactions with the Restricted Stock Units and Company stock and (ii) engaging in short sale transactions with the Restricted Stock Units and Company stock.

(d) If and when the Grantee is an Officer (as defined in Rule 16a-1(f) of the Exchange Act or appointed by the Board), the Grantee may not sell, assign, pledge, exchange, hypothecate or otherwise transfer, encumber or dispose of fifty percent (50%) of any Shares paid to the Grantee as of the Payment Date pursuant to Section 3 (net of any shares required to be sold, withheld or otherwise to satisfy tax withholding pursuant to Section 7(b)), until such time as the officer's total equity holdings satisfy the equity ownership guidelines adopted by the Compensation Committee of the Board; provided, however, that this Section 4(d) shall not prohibit the Grantee from exchanging or otherwise disposing of Shares in connection with a Change in Control or other transaction in which Shares held by other Company shareholders are required to be exchanged or otherwise disposed.

SECTION 5. DIVIDEND EQUIVALENTS

- (a) Any dividend equivalents earned with respect to Restricted Stock Units that remain subject to a Period of Restriction shall not be paid to the Grantee but shall be held by the Company.
- (b) Such held dividend equivalents shall be subject to the same Period of Restriction as the Restricted Stock Units to which they relate.
- (c) Any dividend equivalents held pursuant to this Section 5 which are attributable to Restricted Stock Units that vest pursuant to this Agreement shall be paid to the Grantee at the same time payment is made hereunder with respect to such Restricted Stock Units.
- (d) Dividend equivalents attributable to Restricted Stock Units forfeited pursuant to Section 2 years of service: 67 points – Ineligible this Agreement shall be forfeited to the Company for no consideration on the date such Restricted Stock Units are forfeited.

SECTION 6. GRANTEE OBLIGATIONS; RESTRICTIVE COVENANTS

In consideration for the benefits provided herein, the Grantee agrees to abide by the following terms:

(a) **Confidential Information.** The Grantee has occupied a position of trust and confidence and has had access to substantial information about the Company and its affiliates and Subsidiaries, and their operations, that is confidential or not generally known in the industry including, without limitation, information that relates to purchasing, sales, customers, marketing, and the financial positions and financing arrangements of the Company and its affiliates and Subsidiaries. The Grantee agrees that all such information is proprietary or confidential or constitutes trade secrets and is the sole property of the Company and/or its affiliates and Subsidiaries, as the case may be. The Grantee shall keep confidential and, outside the scope of the Grantee's duties and responsibilities with the Company and its affiliates and Subsidiaries, shall not reproduce, copy or disclose to any other person or firm, any such information or any documents or information relating to the Company's or its affiliates' methods, processes, customers, accounts, analyses, systems, charts, programs, procedures, correspondence or records, or any other documents used or owned by the Company or any of its affiliates or Subsidiaries, nor shall the Grantee advise, discuss with or in any way assist any other person, firm or entity in obtaining or learning about any of the items described in this section. Accordingly, at all times before and after the termination of the Grantee's employment, for any reason, the Grantee shall not disclose, or permit or encourage anyone else to disclose, any such information, nor shall the Grantee use any such information, either alone or with others, outside the scope of the Grantee's duties and responsibilities with the Company and its affiliates and Subsidiaries, except that this Agreement does not prohibit the Grantee from (i) making any disclosure of information required by law; (ii) providing information to, or testifying or otherwise assisting in any investigation or proceeding brought by any federal regulatory or law enforcement agency or legislative body, any self-regulatory organization, or the Company's designated legal compliance officer; or (iii) filing, testifying, participating in or otherwise assisting in a proceeding relating to an alleged violation of any federal, state or municipal law relating to fraud or any rule or regulation of the Securities and Exchange Commission or any self-regulatory organization.

(b) **Noncompetition, Nonsolicitation and Non-Hire. THE POST-EMPLOYMENT RESTRICTIVE COVENANTS IN THIS SECTION 6(B) DO NOT APPLY TO ANY GRANTEE WHO IS A RESIDENT IN THE STATE OF CALIFORNIA FOR SO LONG AS THE GRANTEE REMAINS A CALIFORNIA RESIDENT. THE ONLY RESTRICTIVE COVENANTS IN THIS**

SECTION 6(B) THAT APPLY TO THE GRANTEE WHILE A CALIFORNIA RESIDENT ARE THOSE PERTAINING TO THE PERIOD OF TIME WHILE THE GRANTEE REMAINS AN EMPLOYEE OF THE COMPANY OR ONE OF ITS SUBSIDIARIES. The Grantee acknowledges that he or she has acquired substantial knowledge and confidential information concerning the business of the Company and its affiliates and Subsidiaries as a result of his or her employment. The Grantee further acknowledges that the scope of business in which the Company and its affiliates and Subsidiaries are engaged as of the Grant Date is international

and very competitive. Competition by the Grantee in that business after the termination of the Grantee's employment, for any reason, could severely injure the Company and its affiliates and Subsidiaries.

In this Section:

(i) "Competitive Business" shall mean any firm or business that directly competes with any business unit of the Company or any of its affiliates or Subsidiaries in which the Grantee has worked during the two-year period prior to termination of his or her employment;

(ii) "Customer" shall mean any business or person for which the Company or its affiliates or Subsidiaries provided products or services during the twelve (12) months prior to the termination of the Grantee's employment;

(iii) "Prospective Customer" shall mean any business or person from which the Company or any of its affiliates or Subsidiaries actively solicited business within the twelve (12) months prior to the termination of the Grantee's employment; and

(iv) "Restricted Territory" shall mean any country or other geographic scope in which the Company or its affiliates or Subsidiaries conducted business in the twelve (12) months prior to the termination of the Grantee's employment in relation to which the Grantee had material responsibilities.

During the Grantee's employment and for a period ending on the later of (A) one year after the termination of the Grantee's employment, for any reason (other than a Qualified Full Retirement or Qualified Early Retirement), or (B) in the case of a termination of the Grantee's employment due to a Qualified Full Retirement or Qualified Early Retirement for purposes of post-termination vesting, the later of one year after the termination of the Grantee's employment or the date on which the Restricted Stock Units become fully vested in accordance with Section 2(a)(ii) or 2(a)(iii) herein, the Grantee agrees:

- (1) that, in the Restricted Territory, the Grantee shall not, directly or indirectly: (i) become an employee, consultant, director, advisor, principal, partner or substantial shareholder of any Competitive Business; (ii) become an employee, consultant, director, advisor, principal, partner or substantial shareholder of any Customer or Prospective Customer; or (iii) solicit or accept any business that directly competes with the Company or any of its affiliates or Subsidiaries in their principal products and services from any Customer or Prospective Customer; and
- (2) not to, directly or indirectly, on behalf of the Grantee or any Competitive Business, hire or solicit for employment, partnership or engagement as an independent contractor any person who was an employee of the Company or any of its affiliates or Subsidiaries during the period of twelve (12) months prior to any such improper solicitation, hire or engagement.

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(c) The Grantee expressly acknowledges and agrees with the reasonableness of the terms in this Section 6 and agrees not to contest these terms in a court of competent jurisdiction on such grounds. The Grantee agrees that the Company's remedy at law for a breach of these covenants may be inadequate and that for a breach of these covenants the Company, in addition to other remedies provided for by law, may be entitled to an injunction, restraining order or other equitable relief prohibiting the Grantee from committing or continuing to commit any such breach. If a court of competent jurisdiction determines that any of these restrictions are overbroad, the Grantee and the Company agree to modification of the affected restriction(s) to permit enforcement to the maximum extent allowed by law.

(d) No provision of this Section 6 shall apply to restrict the Grantee's conduct, or trigger any reimbursement or recoupment obligations under this Agreement, in any jurisdiction where such provision is, on its face, unenforceable and/or void as against public policy, unless the provision may be construed, amended, reformed or equitably modified to be enforceable and compliant with public policy, in which case, the provision shall apply as construed, amended, reformed or equitably modified.

(e) The Grantee also recognizes and acknowledges that the value of the Restricted Stock Units he or she is receiving under this Agreement represents a portion of the Grantee's value to the Company such that if the Grantee breaches the restrictive covenant by working for or with a competitor, thereby transferring such value to the competitor, the value of the Restricted Stock Units represents a reasonable measure of a portion of the monetary damages for such breach. Thus, in the event of a breach by the Grantee of any applicable restriction contained in this Section 6, such breach shall be considered a material breach of the terms of the Plan, and any other program, plan or arrangement by which the Grantee receives equity in the Company. Therefore, besides prospective injunctive relief, if the Grantee breaches any restrictive covenant contained in this Section 6 as applicable to the Grantee, the Company shall also be entitled to revoke any unvested Restricted Stock Units and recover any shares (or the gross value of any shares) deliverable to the Grantee pursuant to this Agreement and, pursuant to Florida law, shall be entitled to recover its costs and attorney's fees incurred in securing relief under this Section 6. Additionally, if the Company is investigating an alleged breach or threat of breach of any applicable restrictive covenant in this Section 6 by the Grantee, the Company may restrict any shares hereunder from being sold

or transferred until 5 years it has completed its investigation without any resulting liability to the Grantee, and shall remove such restriction placed on such shares only upon its determination in good faith that the Grantee is not in violation of such restrictive covenant(s) or has agreed otherwise in writing with the Grantee.

SECTION 7. MISCELLANEOUS PROVISIONS

(a) Acknowledgements. The Grantee hereby acknowledges that he or she has read and understands the terms of the Plan and this Agreement, and agrees to be bound by their respective terms and conditions. The Grantee acknowledges that there may be tax consequences upon the vesting of the Restricted Stock Units or the transfer of Shares paid to the Grantee under this Agreement and that the Grantee should consult an independent tax advisor.

(b) Tax Withholding. Pursuant to Article 21 of the Plan, the Company shall have the power and right to deduct or withhold an amount sufficient to satisfy any federal, state and local taxes (including the Grantee's FICA taxes) required by law to be withheld with respect to the Restricted Stock Units. The Company may condition the delivery of Shares (or the vesting of the Restricted Stock Units, if applicable) upon the Grantee's satisfaction of such withholding obligations. The Grantee may elect to satisfy all or part of such withholding requirement by tendering previously-owned Shares or by having the Company

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withhold Shares having a Fair Market Value equal to the minimum statutory withholding (based on minimum statutory withholding rates for federal, state and local tax purposes, as applicable, including the Grantee's FICA taxes) that could be imposed on the transaction, and, to the extent the Company so permits, amounts in excess of the minimum statutory withholding to the extent it would not result in additional accounting expense. Such election shall be irrevocable, made in writing and signed by the Grantee, and shall be subject to any restrictions or limitations that the Company, in its sole discretion, deems appropriate.

(c) Ratification of Actions. By accepting this Agreement, the Grantee and each person claiming under or through the Grantee shall be conclusively deemed to have indicated the Grantee's acceptance and ratification of, and consent to, any action taken under the Plan or this Agreement and the Grant by the Company, the Board or the Committee.

(d) Notice. Any notice required by the terms of this Agreement shall be given in writing and shall be deemed effective upon personal delivery or upon deposit with the United States Postal Service, by registered or certified mail, with postage and fees prepaid. Notice shall be addressed to the General Counsel of the Company at its principal executive office and to the Grantee at the address that he or she most recently provided in writing to the Company.

(e) Choice of Law. This Agreement and the Grant shall be governed by, and construed in accordance with, the laws of Florida, without regard to any conflicts of law or choice of law rule or principle that might otherwise cause the Plan, this Agreement or the Grant to be governed by or construed in accordance with the substantive law of another jurisdiction.

(f) Arbitration. Subject to Article 3 of the Plan, any dispute or claim arising out of or relating to the Plan, this Agreement or the Grant shall be settled by binding arbitration before a single arbitrator in Jacksonville, Florida and in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator shall decide any issues submitted in accordance with the provisions and commercial purposes of the Plan, this Agreement and the Grant, provided that all substantive questions of law shall be determined in accordance with the state and Federal laws applicable in Florida, without regard to internal principles relating to conflict of laws.

(g) Modification or Amendment. This Agreement may only be modified or amended by written agreement executed by the parties hereto; provided, however, that the adjustments permitted pursuant to Section 4.3 of the Plan may be made without such written agreement.

(h) Severability. In the event any provision of this Agreement shall be held illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining provisions of this Agreement, and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been included.

(i) References to Plan. All references to the Plan (or to a Section or Article of the Plan) shall be deemed references to the Plan (or the Section or Article) as may be amended from time to time.

(j) Section 409A Compliance. To the extent applicable, it is intended that the Plan and this Agreement comply with the requirements of Section 409A and the Plan and this Agreement shall be

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interpreted accordingly. All payments hereunder shall be deemed separate payments for purposes of Section 409A. For purposes of any payment hereunder in respect of Restricted Stock Units subject to Section 409A, references to the Grantee's termination of employment (or words of like import) shall mean the Grantee's "separation from service" (within the meaning of Treasury Regulation Section 1.409A-1(h)). Notwithstanding anything in the Plan, this Agreement or any employment agreement by and between the Grantee and the Company or its affiliate or Subsidiary to the contrary, if the Grantee is a "specified employee" under Section 409A, no payment hereunder that is subject to Section 409A shall be made as a result of a "separation from service" of the Grantee until the earlier of (i) the first business day following the six (6) month anniversary of the Grantee's separation from service or (ii) the date of the Grantee's death. Notwithstanding anything herein to the contrary, to the extent permitted by Treasury Regulation Section 1.409A-3(j)(4)(ix), payment in respect of the Restricted Stock Units subject to Section 409A may be accelerated in connection with a "change in control event" within the meaning of Treasury Regulation Section 1.409A-3(i)(5) without the consent of the Grantee.

SECTION 8. NATURE OF GRANT; NO ENTITLEMENT; NO CLAIM FOR COMPENSATION

The Grantee, in accepting the grant of Restricted Stock Units, represents and acknowledges the following:

- (a) The Plan is established voluntarily by the Company, it is discretionary in nature and may be modified, amended, suspended or terminated by the Company at any time.
- (b) The grant of the Restricted Stock Units is voluntary and occasional and does not create any contractual or other right to receive future grants of awards, or benefits in lieu of awards, even if awards have been granted repeatedly in the past.
- (c) All decisions with respect to future grants, if any, shall be at the sole discretion of the Committee.
- (d) Any Shares acquired under the Plan are extraordinary items that are outside the scope of the Grantee's employment agreement (if any) and are not part of the Grantee's normal or expected compensation or salary for any purpose, including, but not limited to, calculating any severance, resignation, termination, redundancy, end of service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments.
- (e) Any Shares subject to the Restricted Stock Units are not intended to replace any pension rights or compensation.
- (f) The Grantee has not been induced to participate in the Plan by any expectation of employment or continued employment with the Company or any of its affiliates or Subsidiaries.
- (g) In the event that the Grantee's employer is not the Company, the grant of the Restricted Stock Units shall not be interpreted to form an employment contract or relationship with the Company and, **ineligible** furthermore, the grant of the Restricted Stock Units shall not be interpreted to form an employment contract with the Grantee's employer or any affiliate or subsidiary thereof.

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- (h) The future value of the underlying Shares is unknown and cannot be predicted with certainty. If the Grantee vests in the Restricted Stock Units, the value of any acquired Shares may increase or decrease. The Grantee understands that the Company is not responsible for **Qualified Full Retirement until 15 years** any foreign exchange fluctuation between the United States dollar and the Grantee's local currency that may affect the value of **service**, the underlying Shares.
• **53 years old + 20 years**
 - (i) In consideration of **service: 73 points – Ineligible** the grant of the Restricted Stock Units, no claim or entitlement to compensation or damages shall arise from forfeiture of the Restricted Stock Units or diminution in value of the Restricted Stock Units or any of the Shares issuable under the Restricted Stock Units from termination of the Grantee's employment by the Company or his or her employer, as applicable (and for **Qualified Early Retirement until 55th birthday** any reason

whatsoever and ineligible whether or not in breach of contract or local labor laws) or notice to terminate employment having been given by the Grantee or the Grantee's employer, and the Grantee irrevocably releases his or her employer, the Company and its affiliates and Subsidiaries, as applicable, from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, then, by accepting this Agreement, the Grantee shall be deemed to have irrevocably waived the Grantee's entitlement to pursue such claim.

SECTION 9. DATA PRIVACY

(a) The Grantee hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Grantee's personal data as described in this Agreement by and among, as applicable, the Grantee's employer, the Company or any of its Subsidiaries and affiliates for Qualified Full Retirement until 60th birthday, the exclusive purpose of implementing, administering and managing the Grantee's participation in the Plan.

• 60 years old + 15 years

(b) The Grantee understands that the Grantee's employer, the Company and its Subsidiaries and affiliates, as applicable, hold certain personal information about the Grantee regarding the Grantee's employment, the nature and amount of service: 75 points – Eligible the Grantee's compensation and the fact and conditions of the Grantee's participation in the Plan, including, but not limited to, the Grantee's name, home address, telephone number and e-mail address, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company and its affiliates, details of all options, restricted stock awards or units, performance units or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in the Grantee's favor, for Qualified Full Retirement, the purpose of implementing, administering and managing the Plan (the "Data").

• 55 years old + 25 years

(c) The Grantee understands that the Data may be transferred to the Company, any Subsidiary, an affiliate and any third parties assisting in the implementation, administration and management of service: 80 points – Eligible the Plan, including without limitation a stock plan administrator for Qualified Early Retirement, but ineligible on-line administration of the Plan, that these recipients may be located in the Grantee's country, or elsewhere, and that the recipient's country may have different data privacy laws and protections than the Grantee's country. The Grantee understands that the Grantee may request a list with the names and addresses of any potential recipients of the Data by contacting the Grantee's local human resources representative. The Grantee authorizes the recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for Qualified Full Retirement until 60th birthday, the purposes of implementing, administering and managing the Grantee's participation in the Plan, including any requisite transfer of such Data as may be required to a broker or other third party. The Grantee understands that the Data shall be held only as long as is necessary to implement, administer and manage the Grantee's participation in the Plan. The Grantee understands that the Grantee may, at any time, view the Data, request additional information about the storage and processing of the Data, require any necessary

• 65 years old + 10 years

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amendments to the Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing the Grantee's local human resources representative. The Grantee understands, however, that refusing or withdrawing the Grantee's consent may affect the Grantee's ability to participate in the Plan. For more information on the consequences of service: 75 points – Eligible refusal to consent or withdrawal of consent, the Grantee understands that the Grantee may contact the Grantee's local human resources representative.

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EXHIBIT A

Vesting and Restrictions

This grant is subject to Time-Based Restrictions, as described below (the "Period of Restriction").

Time-Based Restrictions

Except as otherwise provided by this Agreement, in order for **Qualified Early Retirement, but ineligible** any Restricted Stock Units to vest, the Grantee must remain continuously employed by the Company or its Subsidiary from the Grant Date through each corresponding Vesting Date, as indicated in the chart below.

Vesting Date	Portion of Restricted Stock Units Granted
February 28, 2025	One-third
February 28, 2026	One-third
February 28, 2027	One-third

The portion of the Number of Restricted Stock Units Granted indicated next to each Vesting Date shall vest on such indicated Vesting Date (such vesting schedule referred to as the "Time-Based Restrictions").

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EXHIBIT 10.4

Fidelity National Information Services, Inc.

Notice of Restricted Stock Unit Grant

You (the "Grantee") have been granted the following award of restricted stock units (the "Restricted Stock Units") denominated in shares of common stock of Fidelity National Information Services, Inc. (the "Company"), par value \$0.01 per share ("Shares"), pursuant to the Fidelity National Information Services, Inc. 2022 Omnibus Incentive Plan (the "Plan"):

Grantee:	«Name»
Number of Restricted Stock Units Granted:	«Shares»
Grant Date:	«Date»
Vesting Schedule:	<p>One-third vests on February 28, 2025</p> <p>One-third vests on February 28, 2026</p> <p>One-third vests on February 28, 2027</p>

See the Restricted Stock Unit Award Agreement and Plan Prospectus for **Qualified Full Retirement until 15 years** the specific provisions related to this Notice of **service**, Restricted Stock Unit Grant and other important information concerning this award.

Amended 2024 Performance Goals for 2022 Performance Stock Unit Award

Reference is hereby made to that certain Notice of Performance Stock Unit Grant with a grant date in 2022 and the Performance Stock Unit Award Agreement attached thereto (collectively, the "2022 PSU Agreement") between the Grantee and the Company. By accepting the Restricted Stock Units hereunder, the Grantee hereby acknowledges and agrees that, for the measurement period starting on January 1, 2024 and ending on December 31, 2024 ("Period 3 Measurement Period"), the performance goals set forth in **Exhibit B** attached hereto (the "2024 Performance Goals") and the time-based restrictions set forth therein will apply to the performance stock units eligible to be earned in respect of the Period 3 Measurement Period pursuant to the 2022 PSU Agreement.

Accordingly, Exhibit A of the 2022 PSU Agreement shall be deemed replaced with Exhibit B attached hereto (and the references to "Exhibit A" in the 2022 PSU Agreement shall be deemed to refer to Exhibit B attached hereto) as necessary and appropriate with respect to the performance stock units eligible to be earned in respect of the Period 3 Measurement Period pursuant to the 2022 PSU Agreement.

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Fidelity National Information Services, Inc.

2022 Omnibus Incentive Plan
Restricted Stock Unit Award Agreement

SECTION 1. GRANT OF RESTRICTED STOCK UNITS

(a) Restricted Stock Unit. On the terms and conditions set forth in the Notice of Restricted Stock Unit Grant (the "Grant") and this Restricted Stock Unit Award Agreement (this "Agreement"), the Company grants to the Grantee on the Grant Date the Restricted Stock Units set forth in the Grant and the Grantee, by acceptance hereof, agrees to the terms and conditions of this Agreement.

(b) Plan and Defined Terms. The Restricted Stock Units are granted pursuant to the Fidelity National Information Services, Inc. 2022 Omnibus Incentive Plan (the "Plan"). All terms, provisions, and conditions applicable to the Restricted Stock Units set forth in the Plan and not set forth herein are hereby incorporated by reference herein. To the extent any provision hereof or the Grant is inconsistent with a provision of the Plan, the provisions of the Plan shall govern. All capitalized terms that are used in the Grant or this Agreement and not otherwise defined therein or herein shall have the meanings ascribed to them in the Plan.

Section 2. FORFEITURE; TRANSFER RESTRICTIONS; AND CHANGE IN CONTROL

(a) Forfeiture. The Restricted Stock Units shall be subject to forfeiture until the Restricted Stock Units vest in accordance with Exhibit A, except (i) in the case of death, Disability (as defined below), Qualified Full Retirement (as defined below), Qualified Early Retirement (as defined below), Qualified Involuntary Termination (as defined below), or Termination Without Cause (as defined below) of the Grantee or (ii) to the extent otherwise provided by this Agreement or the provisions of an employment agreement between the Company or its Subsidiary and the Grantee. All unvested Restricted Stock Units shall be forfeited for no consideration upon the termination of the Grantee's employment with the Company or its Subsidiary for any reason, provided that:

(i) In the event of the Grantee's death or Disability, all unvested Restricted Stock Units shall vest as of the date of the Grantee's death or Disability and become free of any forfeiture and transfer restrictions described in this Agreement and payment shall be made in respect of such Restricted Stock Units in accordance with Section 3 of this Agreement.

(ii) If the Grantee's employment with the Company or its Subsidiary terminates due to a Qualified Full Retirement prior to the vesting of the Restricted Stock Units and if the unvested Restricted Stock Units have been outstanding for a period of at least nine (9) months as of the date of the Grantee's eligible retirement date specified in the Notice of Retirement (as defined below), then all such unvested Restricted Stock Units shall continue to vest in accordance with the terms of this Agreement on the applicable Vesting Dates specified in Exhibit A. Any unvested Restricted Stock Units that have been outstanding for a period of less than nine (9) months as of the Grantee's eligible retirement date specified in the Notice of Retirement shall be immediately forfeited for no consideration upon the

termination of the Grantee's employment with the Company or its Subsidiary. If the Grantee gives Notice of Retirement meeting all of the requirements under the Qualified Retirement Equity Program (as defined below) and the Company specifies an approved retirement date that is prior to the date on which the Restricted Stock Units have been outstanding for at least nine (9) months, such affected Restricted Stock Units shall continue to be treated as an Eligible Equity Award (as defined in the Qualified Retirement Equity

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Program). Restricted Stock Units that become vested pursuant to this Section 2(a)(ii) shall be paid upon the Vesting Date specified in [Exhibit A](#) in accordance with Section 3 hereof. The continued vesting due to a Qualified Full Retirement described herein is contingent upon the Grantee's compliance with the provisions of Section 6 of this Agreement (including, upon request by the Company, the Grantee's execution of a compliance certificate confirming the Grantee's compliance with Section 6 of this Agreement) and the execution of a release of all claims against the Company and its affiliates and related parties in such form as is reasonably required by the Company. To be eligible for a Qualified Full Retirement, the Grantee must provide Notice of Retirement in accordance with the terms of the Qualified Retirement Equity Program.

(iii) If the Grantee's employment with the Company or its Subsidiary terminates due to a Qualified Early Retirement (such date of termination, the "Early Retirement Date") prior to the vesting of the Restricted Stock Units, then (A) where such Early Retirement Date occurs after the Grant Date but on or prior to February 28, 2025, the Portion of Restricted Stock Units Granted (as set forth in [Exhibit A](#)) scheduled to vest on February 28, 2025 in accordance with [Exhibit A](#) shall vest on February 28, 2025 as to a *pro rata* Portion of Restricted Stock Units Granted, which shall be the amount of Portion of Restricted Stock Units Granted prorated based on the ratio of the number of days that lapsed after the Grant Date through such Early Retirement Date, divided by the total number of days between the Grant Date and February 28, 2025; (B) where such Early Retirement Date occurs after February 28, 2025 but on or prior to February 28, 2026, the Portion of Restricted Stock Units Granted scheduled to vest on February 28, 2026 in accordance with [Exhibit A](#) shall vest on February 28, 2026 as to a *pro rata* Portion of Restricted Stock Units Granted, which shall be the amount of Portion of Restricted Stock Units Granted prorated based on the ratio of the number of days that lapsed after February 28, 2025 through such Early Retirement Date, divided by the total number of days between February 28, 2025 and February 28, 2026; or (C) where such Early Retirement Date occurs after February 28, 2026 but on or prior to February 28, 2027, the Portion of Restricted Stock Units Granted scheduled to vest on February 28, 2027 in accordance with [Exhibit A](#) shall vest on February 28, 2027 as to a *pro rata* Portion of Restricted Stock Units Granted, which shall be the amount of Portion of Restricted Stock Units Granted prorated based on the ratio of the number of days that lapsed after February 28, 2026 through such Early Retirement Date, divided by the total number of days between February 28, 2026 and February 28, 2027; provided that in each case of the foregoing clauses (A), (B) and (C), all other unvested Restricted Stock Units as of the Early Retirement Date (including any Portion of Restricted Stock Units Granted in excess of the *pro rata* amount described above) shall be immediately forfeited for no consideration upon the termination of the Grantee's employment with the Company or its Subsidiary. All Restricted Stock Units that become vested pursuant to this Section 2(a)(iii) shall be paid on the Payment Date in accordance with Section 3 hereof. The vesting of any Restricted Stock Units pursuant to a Qualified Early Retirement described herein is contingent upon the Grantee's compliance with the provisions of Section 6 of this Agreement (including, upon request by the Company, the Grantee's execution of a compliance certificate confirming the Grantee's compliance with Section 6 of this Agreement) and the execution of a release of all claims against the Company and its affiliates and related parties in such form as is reasonably required by the Company. To be eligible for a Qualified Early Retirement, the Grantee must provide Notice of Retirement in accordance with the terms of the Qualified Retirement Equity Program.

(iv) If the Grantee's employment with the Company or its Subsidiary terminates due to a Qualified Involuntary Termination prior to the vesting of the Restricted Stock Units, then all such unvested Restricted Stock Units as of the date of the Qualified Involuntary Termination shall continue to vest in accordance with the terms of this Agreement for the twelve (12) month period immediately following the date of the Qualified Involuntary Termination, after which any unvested Restricted Stock Units that have not vested as of the end of such twelve (12) month period shall be forfeited for no

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consideration. Restricted Stock Units that become vested pursuant to this Section 2(a)(iv) on the applicable Vesting Date specified in [Exhibit A](#) occurring during such twelve (12) month period shall be paid in accordance with Section 3 hereof. The continued vesting due to a Qualified Involuntary Termination described herein is contingent upon the Grantee's compliance with the provisions of Section 6 of this Agreement.

(v) If the Grantee's employment with the Company or its Subsidiary terminates due to a Termination Without Cause (other than if the Grantee is discharged by the Company for reasons related to the Grantee's work performance, as determined by the Company in its sole discretion, including, without limitation, termination for poor job performance, misconduct or violation of Company policies or rules, in which case all unvested Restricted Stock Units shall be forfeited for no consideration) and such termination is not a Qualified Involuntary Termination (such date of termination, the "Termination Date"), then (A) where such Termination Date occurs after the Grant Date but on or prior to February 28, 2025, the Portion of Restricted Stock Units Granted scheduled to vest on February 28, 2025 in accordance with [Exhibit A](#) shall vest as of such Termination Date as to a *pro rata* Portion of Restricted Stock Units Granted, which shall be the amount of Portion of Restricted Stock Units Granted prorated based on the ratio of the number of days that lapsed after the Grant Date through such Termination Date, divided by the total number of days between the Grant Date and February 28, 2025; (B) where such Termination Date occurs after February 28, 2025 but on or prior to February 28, 2026, the Portion of Restricted Stock Units Granted scheduled to vest on February 28, 2026 in accordance with [Exhibit A](#) shall vest as of such Termination Date as to a *pro rata* Portion of Restricted Stock Units Granted, which shall be the amount of Portion of Restricted Stock Units Granted prorated based on the ratio of the number of days that lapsed after February 28, 2025 through such Termination Date, divided by the total number of days between February 28, 2025 and February 28, 2026; or (C) where such Termination Date occurs after February 28, 2026 but on or prior to February 28, 2027, the Portion of Restricted Stock Units Granted scheduled to vest on February 28, 2027 in accordance with [Exhibit A](#) shall vest as of such Termination Date as to a *pro rata* Portion of Restricted Stock Units Granted, which shall be the amount of Portion of Restricted Stock Units Granted prorated based on the ratio of the number of days that lapsed after February 28, 2026 through such Termination Date, divided by the total number of days between February 28, 2026 and February 28, 2027; provided that in each case of the foregoing clauses (A), (B) and (C), all other unvested Restricted Stock Units as of the Termination Date (including any Portion of Restricted Stock Units Granted in excess of the *pro rata* amount described above) shall be immediately forfeited for no consideration upon the termination of the Grantee's employment with the Company or its Subsidiary. All Restricted Stock Units that become vested pursuant to this Section 2(a)(v) shall be paid on the Payment Date in accordance with Section 3 hereof.

(vi) For purposes hereof:

(1) "Cause" shall have the meaning ascribed to such term in the Grantee's employment agreement with the Company or its Subsidiary. If the Grantee's employment agreement does not define the term "Cause," or if the Grantee has not entered into an employment agreement with the Company or its Subsidiary, "Cause" shall mean (A) persistent failure to perform duties consistent with a commercially reasonable standard of care, (B) willful neglect of duties, (C) conviction of, or pleading guilty or nolo contendere to, criminal or other illegal activities involving dishonesty or moral turpitude, (D) commission of an act of fraud or an omission constituting fraud, (E) material breach of this Agreement, including without limitation, any breach of Section 6 of this Agreement, (F) material breach of the Company's business policies, accounting practices, codes of conduct or standards of ethics, or (G) failure to materially cooperate with or impeding an investigation authorized by the Board.

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(2) "Disabled" or "Disability" shall mean (i) the Grantee is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, or (ii) the Grantee is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, receiving income replacement benefits for a period of not less than three months under an accident and health plan covering the Grantee.

(3) "Good Reason" shall apply in this Agreement only if the Grantee has an employment agreement with the Company or its Subsidiary with an applicable Good Reason provision and shall have the meaning ascribed to that term in such employment agreement.

(4) "Qualified Early Retirement" shall mean the Grantee's voluntary retirement from employment with the Company or its Subsidiary, upon six (6) months' prior written notice to the Company (the "Notice of Retirement") that is provided upon or after the Grantee's attaining a minimum of sixty-five (65) "points" as determined upon the date of Notice of Retirement, comprised of the Grantee's age upon the date of Notice of Retirement with a minimum age of fifty-five (55) years, plus the Grantee's Years of Service upon the date of Notice of Retirement with a minimum of five (5) Years of Service.

(5) "Qualified Full Retirement"¹ shall mean the Grantee's voluntary retirement from employment with the Company or its Subsidiary, upon six (6) months' Notice of Retirement that is provided upon or after the Grantee's attaining a minimum of seventy-five (75) "points" as determined upon the date of Notice of Retirement, comprised of the Grantee's age upon the date of Notice of Retirement with a minimum age of sixty (60) years, plus the Grantee's Years of Service upon the date of Notice of Retirement with a minimum of fifteen (15) Years of Service.

(6) "Qualified Involuntary Termination" shall mean the Grantee's Termination Without Cause at a time when the Grantee would have satisfied the age and service requirements for a Qualified Full Retirement on the date of termination.

(7) "Qualified Retirement Equity Program" shall mean the Company's Amended and Restated Qualified Retirement Equity Program approved by the Company's Compensation Committee effective as of January 30, 2024, as may be amended or restated from time to time.

(8) "Termination Without Cause" shall mean the involuntary termination of the Grantee's employment by the Company or its Subsidiaries without Cause (and other than due to death or Disability).

(9) "Years of Service" shall mean the total consecutive and continuous service with the Company, a Subsidiary or a predecessor entity of the Company or its Subsidiary, as an Employee.

¹ Reflects the definition of a Qualified Early Retirement or Qualified Full Retirement for participants located in the United States. Eligibility definitions for a Qualified Early Retirement or Qualified Full Retirement may vary for participants located outside of the United States to comply with applicable law. Please consult The People Office for the applicable definition of a Qualified Early Retirement or Qualified Full Retirement for participants located outside of the United States and for the current notification process in place at the time you wish to provide Notice of Retirement.

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(vii) If any provision of this Section 2 conflicts with any provision of an employment agreement by and between the Grantee and the Company or its affiliate or Subsidiary, which is currently or then in effect, such conflicting provisions of the Grantee's employment agreement shall supersede any such conflicting provisions in Section 2 of this Agreement to the extent they are more favorable to the Grantee.

(b) Transfer Restrictions. During the Period of Restriction, the Restricted Stock Units may not be sold, assigned, pledged, exchanged, hypothecated or otherwise transferred, encumbered or disposed of to the extent such Restricted Stock Units are subject to a Period of Restriction.

(c) Lapse of Restrictions. The Period of Restriction shall lapse as to the Restricted Stock Units in accordance with the Grant. For the avoidance of doubt, once Restricted Stock Units vest, the Period of Restriction lapses as to those Restricted Stock Units. Subject to the terms of the Plan and Sections 4(d) and 6(b) hereof, upon lapse of the Period of Restriction, the Grantee shall be entitled to payment in accordance with Section 3 hereof.

(d) Change in Control.

(i) Subject to Section 2(d)(ii) below, in the event of a Change in Control (including, for the avoidance of doubt, a Change in Control that occurs within three (3) months following an Involuntary Termination of the Grantee), all unvested Restricted Stock Units shall immediately vest in full but, notwithstanding Section 3 of this Agreement, payment shall not be made in respect of any such vested Restricted Stock Units until such time that the Restricted Stock Units would have otherwise become payable in accordance with the provisions of this Agreement (absent the occurrence of such Change in Control); provided, however, that, in the event of an Involuntary Termination of the Grantee within twenty-four (24) months following the Change in Control, payment shall be made in respect of any such vested Restricted Stock Units (unless required to be made earlier pursuant to Section 3 hereof) as soon as practicable (and in no case more than thirty (30) days) after the date of such Involuntary Termination, subject to any delay in payment required by Section 7(j) of this Agreement.

(ii) If the outstanding Restricted Stock Units are assumed (or a substantially equivalent award is substituted therefor) or otherwise remain outstanding following the Change in Control other than any Restricted Stock Units in respect of which an Involuntary Termination of the Grantee occurred prior to a Change in Control (a "Continuing Award"), then such Continuing Award shall vest on the same terms as specified herein (absent the occurrence of such Change in Control);

provided, that in the event of the Involuntary Termination of the Grantee within twenty-four (24) months following the Change in Control, such Continuing Award shall immediately vest in full upon the date of such Involuntary Termination and payment shall be made as soon as practicable (and in no case more than thirty (30) days) upon the date of such Involuntary Termination, subject to any delay in payment required by Section 7(j) of this Agreement.

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SECTION 3. PAYMENT IN RESPECT OF RESTRICTED STOCK UNITS

Except as specifically provided herein, as soon as practicable (and in no case more than thirty (30) days) after a Restricted Stock Unit becomes vested (the "Payment Date"), the Company shall make payment to the Grantee in respect of the vested Restricted Stock Units by delivering to the Grantee a number of Shares equal to the number of Restricted Stock Units that vested or, in the sole discretion of the Company, in cash, in U.S. dollars or other currency, equal to the Fair Market Value on the Payment Date of the number of Restricted Stock Units that vested (or a combination of cash and Shares thereof) less any required tax withholding pursuant to Section 7(b) of this Agreement.

SECTION 4. TRADING STOCK AND SHAREHOLDER RIGHTS; TRANSFER RESTRICTIONS; HOLDING REQUIREMENT FOLLOWING PERIOD OF RESTRICTION

(a) The Grantee is subject to insider trading liability if the Grantee is aware of material, nonpublic information when making a purchase or sale of Company stock. In addition, if the Grantee is an Officer (as defined in Rule 16a-1(f) of the Exchange Act or appointed by the Board), or someone designated as an "insider" by the Company, the Grantee is subject to blackout restrictions that prevent the sale of Company stock during certain time periods referred to as "blackout periods." A recurring "blackout period" begins at the close of the market on the 15th day of the third month of each calendar quarter and ends two (2) trading days following the Company's earnings release.

(b) Prior to the Payment Date, the Grantee shall not have any rights as a shareholder of the Company in connection with these Restricted Stock Units and the Grantee's interest in the Restricted Stock Units shall make the Grantee only a general, unsecured creditor of the Company, unless and until the Shares are distributed to the Grantee. Following delivery of Shares upon the Payment Date, the Grantee shall have all rights as a shareholder with respect to such Shares.

(c) The Grantee may also be subject to the Company's hedging and pledging policy. For designated executive officers, the policy prohibits (i) directly or indirectly engaging in hedging or monetization transactions with the Restricted Stock Units and Company stock; (ii) engaging in short sale transactions with the Restricted Stock Units and Company stock; and (iii) pledging the Restricted Stock Units and Company stock as collateral for a loan, including through the use of traditional margin accounts with a broker. For the Grantee who is not such designated executive officer, the policy prohibits (i) directly or indirectly engaging in hedging or monetization transactions with the Restricted Stock Units and Company stock and (ii) engaging in short sale transactions with the Restricted Stock Units and Company stock.

(d) If and when the Grantee is an Officer (as defined in Rule 16a-1(f) of the Exchange Act or appointed by the Board), the Grantee may not sell, assign, pledge, exchange, hypothecate or otherwise transfer, encumber or dispose of fifty percent (50%) of any Shares paid to the Grantee as of the Payment Date pursuant to Section 3 (net of any shares required to be sold, withheld or otherwise to satisfy tax withholding pursuant to Section 7(b)), until such time as the officer's total equity holdings satisfy the equity ownership guidelines adopted by the Compensation Committee of the Board; provided, however, that this Section 4(d) shall not prohibit the Grantee from exchanging or otherwise disposing of Shares in connection with a Change in Control or other transaction in which Shares held by other Company shareholders are required to be exchanged or otherwise disposed.

SECTION 5. DIVIDEND EQUIVALENTS

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- (a) Any dividend equivalents earned with respect to Restricted Stock Units that remain subject to a Period of Restriction shall not be paid to the Grantee but shall be held by the Company.
- (b) Such held dividend equivalents shall be subject to the same Period of Restriction as the Restricted Stock Units to which they relate.
- (c) Any dividend equivalents held pursuant to this Section 5 which are attributable to Restricted Stock Units that vest pursuant to this Agreement shall be paid to the Grantee at the same time payment is made hereunder with respect to such Restricted Stock Units.
- (d) Dividend equivalents attributable to Restricted Stock Units forfeited pursuant to Section 2 of this Agreement shall be forfeited to the Company for no consideration on the date such Restricted Stock Units are forfeited.

SECTION 6. GRANTEE OBLIGATIONS; RESTRICTIVE COVENANTS

In consideration for the benefits provided herein, the Grantee agrees to abide by the following terms:

(a) **Confidential Information.** The Grantee has occupied a position of trust and confidence and has had access to substantial information about the Company and its affiliates and Subsidiaries, and their operations, that is confidential or not generally known in the industry including, without limitation, information that relates to purchasing, sales, customers, marketing, and the financial positions and financing arrangements of the Company and its affiliates and Subsidiaries. The Grantee agrees that all such information is proprietary or confidential or constitutes trade secrets and is the sole property of the Company and/or its affiliates and Subsidiaries, as the case may be. The Grantee shall keep confidential and, outside the scope of the Grantee's duties and responsibilities with the Company and its affiliates and Subsidiaries, shall not reproduce, copy or disclose to any other person or firm, any such information or any documents or information relating to the Company's or its affiliates' methods, processes, customers, accounts, analyses, systems, charts, programs, procedures, correspondence or records, or any other documents used or owned by the Company or any of its affiliates or Subsidiaries, nor shall the Grantee advise, discuss with or in any way assist any other person, firm or entity in obtaining or learning about any of the items described in this section. Accordingly, at all times before and after the termination of the Grantee's employment, for any reason, the Grantee shall not disclose, or permit or encourage anyone else to disclose, any such information, nor shall the Grantee use any such information, either alone or with others, outside the scope of the Grantee's duties and responsibilities with the Company and its affiliates and Subsidiaries, except that this Agreement does not prohibit the Grantee from (i) making any disclosure of information required by law; (ii) providing information to, or testifying or otherwise assisting in any investigation or proceeding brought by any federal regulatory or law enforcement agency or legislative body, any self-regulatory organization, or the Company's designated legal compliance officer; or (iii) filing, testifying, participating in or otherwise assisting in a proceeding relating to an alleged violation of any federal, state or municipal law relating to fraud or any rule or regulation of the Securities and Exchange Commission or any self-regulatory organization.

(b) **Noncompetition, Nonsolicitation and Non-Hire. THE POST-EMPLOYMENT RESTRICTIVE COVENANTS IN THIS SECTION 6(B) DO NOT APPLY TO ANY GRANTEE WHO IS A RESIDENT IN THE STATE OF CALIFORNIA FOR SO LONG AS THE GRANTEE REMAINS A CALIFORNIA RESIDENT. THE ONLY RESTRICTIVE COVENANTS IN THIS**

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SECTION 6(B) THAT APPLY TO THE GRANTEE WHILE A CALIFORNIA RESIDENT ARE THOSE PERTAINING TO THE PERIOD OF TIME WHILE THE GRANTEE REMAINS AN EMPLOYEE OF THE COMPANY OR ONE OF ITS SUBSIDIARIES. The Grantee acknowledges that he or she has acquired substantial knowledge and confidential information concerning the business of the Company and its affiliates and Subsidiaries as a result of his or her employment. The Grantee further acknowledges that the scope of business in which the Company and its affiliates and Subsidiaries are engaged as of the Grant Date is international and very competitive. Competition by the Grantee in that business after the termination of the Grantee's employment, for any reason, could severely injure the Company and its affiliates and Subsidiaries.

In this Section:

(i) "Competitive Business" shall mean any firm or business that directly competes with any business unit of the Company or any of its affiliates or Subsidiaries in which the Grantee has worked during the two-year period prior to termination of his or her employment;

(ii) "Customer" shall mean any business or person for which the Company or its affiliates or Subsidiaries provided products or services during the twelve (12) months prior to the termination of the Grantee's employment;

(iii) "Prospective Customer" shall mean any business or person from which the Company or any of its affiliates or Subsidiaries actively solicited business within the twelve (12) months prior to the termination of the Grantee's employment; and

(iv) "Restricted Territory" shall mean any country or other geographic scope in which the Company or its affiliates or Subsidiaries conducted business in the twelve (12) months prior to the termination of the Grantee's employment in relation to which the Grantee had material responsibilities.

During the Grantee's employment and for a period ending on the later of (A) one year after the termination of the Grantee's employment, for any reason (other than a Qualified Full Retirement or Qualified Early Retirement), or (B) in the case of a termination of the Grantee's employment due to a Qualified Full Retirement or Qualified Early Retirement for purposes of post-termination vesting, the later of one year after the termination of the Grantee's employment or the date on which the Restricted Stock Units become fully vested in accordance with Section 2(a)(ii) or 2(a)(iii) herein, the Grantee agrees:

- (1) that, in the Restricted Territory, the Grantee shall not, directly or indirectly: (i) become an employee, consultant, director, advisor, principal, partner or substantial shareholder of any Competitive Business; (ii) become an employee, consultant, director, advisor, principal, partner or substantial shareholder of any Customer or Prospective Customer; or (iii) solicit or accept any business that directly competes with the Company or any of its affiliates or Subsidiaries in their principal products and services from any Customer or Prospective Customer; and
- (2) not to, directly or indirectly, on behalf of the Grantee or any Competitive Business, hire or solicit for employment, partnership or engagement as an independent contractor any person who was an employee of the Company or any of its affiliates or Subsidiaries during the period of twelve (12) months prior to any such improper solicitation, hire or engagement.

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(c) The Grantee expressly acknowledges and agrees with the reasonableness of the terms in this Section 6 and agrees not to contest these terms in a court of competent jurisdiction on such grounds. The Grantee agrees that the Company's remedy at law for a breach of these covenants may be inadequate and that for a breach of these covenants the Company, in addition to other remedies provided for by law, may be entitled to an injunction, restraining order or other equitable relief prohibiting the Grantee from committing or continuing to commit any such breach. If a court of competent jurisdiction determines that any of these restrictions are overbroad, the Grantee and the Company agree to modification of the affected restriction(s) to permit enforcement to the maximum extent allowed by law.

(d) No provision of this Section 6 shall apply to restrict the Grantee's conduct, or trigger any reimbursement or recoupment obligations under this Agreement, in any jurisdiction where such provision is, on its face, unenforceable and/or void as against public policy, unless the provision may be construed, amended, reformed or equitably modified to be enforceable and compliant with public policy, in which case, the provision shall apply as construed, amended, reformed or equitably modified.

(e) The Grantee also recognizes and acknowledges that the value of the Restricted Stock Units he or she is receiving under this Agreement represents a portion of the Grantee's value to the Company such that if the Grantee breaches the restrictive covenant by working for or with a competitor, thereby transferring such value to the competitor, the value of the Restricted Stock Units represents a reasonable measure of a portion of the monetary damages for such breach. Thus, in the event of a breach by the Grantee of any applicable restriction contained in this Section 6, such breach shall be considered a material breach of the terms of the Plan, and any other program, plan or arrangement by which the Grantee receives equity in the Company. Therefore, besides prospective injunctive relief, if the Grantee breaches any restrictive covenant contained in this Section 6 as applicable to the Grantee, the Company shall also be entitled to revoke any unvested Restricted Stock Units and recover any shares (or the gross value of any shares) deliverable to the Grantee pursuant to this Agreement and, pursuant to Florida law, shall be entitled to recover its costs and attorney's fees incurred in securing relief under this Section 6. Additionally, if the Company is investigating an alleged breach or threat of breach of any applicable restrictive covenant in this Section 6 by the Grantee, the Company may restrict any shares hereunder from being sold or transferred until it has completed its investigation without any resulting liability to the Grantee, and shall remove such restriction placed on such shares only upon its determination in good faith that the Grantee is not in violation of such restrictive covenant(s) or has agreed otherwise in writing with the Grantee.

SECTION 7. MISCELLANEOUS PROVISIONS

(a) **Acknowledgements.** The Grantee hereby acknowledges that he or she has read and understands the terms of the Plan and this Agreement, and agrees to be bound by their respective terms and conditions. The Grantee acknowledges that there may be tax consequences upon the vesting of the Restricted Stock Units

or the transfer of Shares paid to the Grantee under this Agreement and that the Grantee should consult an independent tax advisor.

(b) Tax Withholding. Pursuant to Article 21 of the Plan, the Company shall have the power and right to deduct or withhold an amount sufficient to satisfy any federal, state and local taxes (including the Grantee's FICA taxes) required by law to be withheld with respect to the Restricted Stock Units. The Company may condition the delivery of Shares (or the vesting of the Restricted Stock Units, if applicable) upon the Grantee's satisfaction of such withholding obligations. The Grantee may elect to satisfy all or part of such withholding requirement by tendering previously-owned Shares or by having the Company

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withhold Shares having a Fair Market Value equal to the minimum statutory withholding (based on minimum statutory withholding rates for federal, state and local tax purposes, as applicable, including the Grantee's FICA taxes) that could be imposed on the transaction, and, to the extent the Company so permits, amounts in excess of the minimum statutory withholding to the extent it would not result in additional accounting expense. Such election shall be irrevocable, made in writing and signed by the Grantee, and shall be subject to any restrictions or limitations that the Company, in its sole discretion, deems appropriate.

(c) Ratification of Actions. By accepting this Agreement, the Grantee and each person claiming under or through the Grantee shall be conclusively deemed to have indicated the Grantee's acceptance and ratification of, and consent to, any action taken under the Plan or this Agreement and the Grant by the Company, the Board or the Committee.

(d) Notice. Any notice required by the terms of this Agreement shall be given in writing and shall be deemed effective upon personal delivery or upon deposit with the United States Postal Service, by registered or certified mail, with postage and fees prepaid. Notice shall be addressed to the General Counsel of the Company at its principal executive office and to the Grantee at the address that he or she most recently provided in writing to the Company.

(e) Choice of Law. This Agreement and the Grant shall be governed by, and construed in accordance with, the laws of Florida, without regard to any conflicts of law or choice of law rule or principle that might otherwise cause the Plan, this Agreement or the Grant to be governed by or construed in accordance with the substantive law of another jurisdiction.

(f) Arbitration. Subject to Article 3 of the Plan, any dispute or claim arising out of or relating to the Plan, this Agreement or the Grant shall be settled by binding arbitration before a single arbitrator in Jacksonville, Florida and in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator shall decide any issues submitted in accordance with the provisions and commercial purposes of the Plan, this Agreement and the Grant, provided that all substantive questions of law shall be determined in accordance with the state and Federal laws applicable in Florida, without regard to internal principles relating to conflict of laws.

(g) Modification or Amendment. This Agreement may only be modified or amended by written agreement executed by the parties hereto; provided, however, that the adjustments permitted pursuant to Section 4.3 of the Plan may be made without such written agreement.

(h) Severability. In the event any provision of this Agreement shall be held illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining provisions of this Agreement, and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been included.

(i) References to Plan. All references to the Plan (or to a Section or Article of the Plan) shall be deemed references to the Plan (or the Section or Article) as may be amended from time to time.

(j) Section 409A Compliance. To the extent applicable, it is intended that the Plan and this Agreement comply with the requirements of Section 409A and the Plan and this Agreement shall be

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interpreted accordingly. All payments hereunder shall be deemed separate payments for purposes of Section 409A. For purposes of any payment hereunder in respect of Restricted Stock Units subject to Section 409A, references to the Grantee's termination of employment (or words of like import) shall mean the Grantee's "separation from service" (within the meaning of Treasury Regulation Section 1.409A-1(h)). Notwithstanding anything in the Plan, this Agreement or any employment agreement by and between the Grantee and the Company or its affiliate or Subsidiary to the contrary, if the Grantee is a "specified employee" under Section 409A, no payment hereunder that is subject to Section 409A shall be made as a result of a "separation from service" of the Grantee until the earlier of (i) the first business day following the six (6) month anniversary of the Grantee's separation from service or (ii) the date of the Grantee's death. Notwithstanding anything herein to the contrary, to the extent permitted by Treasury Regulation Section 1.409A-3(j)(4)(ix), payment in respect of the Restricted Stock Units subject to Section 409A may be accelerated in connection with a "change in control event" within the meaning of Treasury Regulation Section 1.409A-3(i)(5) without the consent of the Grantee.

SECTION 8. NATURE OF GRANT; NO ENTITLEMENT; NO CLAIM FOR COMPENSATION

The Grantee, in accepting the grant of Restricted Stock Units, represents and acknowledges the following:

- (a) The Plan is established voluntarily by the Company, it is discretionary in nature and may be modified, amended, suspended or terminated by the Company at any time.
- (b) The grant of the Restricted Stock Units is voluntary and occasional and does not create any contractual or other right to receive future grants of awards, or benefits in lieu of awards, even if awards have been granted repeatedly in the past.
- (c) All decisions with respect to future grants, if any, shall be at the sole discretion of the Committee.
- (d) Any Shares acquired under the Plan are extraordinary items that are outside the scope of the Grantee's employment agreement (if any) and are not part of the Grantee's normal or expected compensation or salary for any purpose, including, but not limited to, calculating any severance, resignation, termination, redundancy, end of service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments.
- (e) Any Shares subject to the Restricted Stock Units are not intended to replace any pension rights or compensation.
- (f) The Grantee has not been induced to participate in the Plan by any expectation of employment or continued employment with the Company or any of its affiliates or Subsidiaries.
- (g) In the event that the Grantee's employer is not the Company, the grant of the Restricted Stock Units shall not be interpreted to form an employment contract or relationship with the Company and, furthermore, the grant of the Restricted Stock Units shall not be interpreted to form an employment contract with the Grantee's employer or any affiliate or subsidiary thereof.

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- (h) The future value of the underlying Shares is unknown and cannot be predicted with certainty. If the Grantee vests in the Restricted Stock Units, the value of any acquired Shares may increase or decrease. The Grantee understands that the Company is not responsible for any foreign exchange fluctuation between the United States dollar and the Grantee's local currency that may affect the value of the underlying Shares.
- (i) In consideration of the grant of the Restricted Stock Units, no claim or entitlement to compensation or damages shall arise from forfeiture of the Restricted Stock Units or diminution in value of the Restricted Stock Units or any of the Shares issuable under the Restricted Stock Units from termination of the Grantee's employment by the Company or his or her employer, as applicable (and for any reason whatsoever and whether or not in breach of contract or local labor laws) or notice to terminate employment having been given by the Grantee or the Grantee's employer, and the Grantee irrevocably releases his or her employer, the Company and its affiliates and Subsidiaries, as applicable, from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, then, by accepting this Agreement, the Grantee shall be deemed to have irrevocably waived the Grantee's entitlement to pursue such claim.

SECTION 9. DATA PRIVACY

(a) The Grantee hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Grantee's personal data as described in this Agreement by and among, as applicable, the Grantee's employer, the Company or any of its Subsidiaries and affiliates for the exclusive purpose of implementing, administering and managing the Grantee's participation in the Plan.

(b) The Grantee understands that the Grantee's employer, the Company and its Subsidiaries and affiliates, as applicable, hold certain personal information about the Grantee regarding the Grantee's employment, the nature and amount of the Grantee's compensation and the fact and conditions of the Grantee's participation in the Plan, including, but not limited to, the Grantee's name, home address, telephone number and e-mail address, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company and its affiliates, details of all options, restricted stock awards or units, performance units or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in the Grantee's favor, for the purpose of implementing, administering and managing the Plan (the "Data").

(c) The Grantee understands that the Data may be transferred to the Company, any Subsidiary, an affiliate and any third parties assisting in the implementation, administration and management of the Plan, including without limitation a stock plan administrator for on-line administration of the Plan, that these recipients may be located in the Grantee's country, or elsewhere, and that the recipient's country may have different data privacy laws and protections than the Grantee's country. The Grantee understands that the Grantee may request a list with the names and addresses of any potential recipients of the Data by contacting the Grantee's local human resources representative. The Grantee authorizes the recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing the Grantee's participation in the Plan, including any requisite transfer of such Data as may be required to a broker or other third party. The Grantee understands that the Data shall be held only as long as is necessary to implement, administer and manage the Grantee's participation in the Plan. The Grantee understands that the Grantee may, at any time, view the Data, request additional information about the storage and processing of the Data, require any necessary

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amendments to the Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing the Grantee's local human resources representative. The Grantee understands, however, that refusing or withdrawing the Grantee's consent may affect the Grantee's ability to participate in the Plan. For more information on the consequences of refusal to consent or withdrawal of consent, the Grantee understands that the Grantee may contact the Grantee's local human resources representative.

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EXHIBIT A

Vesting and Restrictions

This grant is subject to Time-Based Restrictions, as described below (the "Period of Restriction").

Time-Based Restrictions

Except as otherwise provided herein, in order for any Restricted Stock Units to vest, the Grantee must remain continuously employed by the Company or its Subsidiary from the Grant Date through each corresponding Vesting Date, as indicated in the chart below.

Vesting Date	Portion of Restricted Stock Units Granted
February 28, 2025	One-third
February 28, 2026	One-third
February 28, 2027	One-third

The portion of the Number of Restricted Stock Units Granted indicated next to each Vesting Date shall vest on such indicated Vesting Date (such vesting schedule referred to as the “Time-Based Restrictions”).

EXHIBIT B

Vesting and Restrictions

The Performance Stock Units are subject to both a Performance Restriction and a Time-Based Restriction, as described below (collectively, the “Period of Restriction”).

Performance Restriction

1. MEASUREMENT PERIOD

Subject to the terms and conditions hereof and of the Plan, the Portion of Performance Stock Units Eligible to be Earned (as set forth in the table below) for the Period 3 Measurement Period (as set forth in the table below) are subject to the performance restrictions set forth below during the Measurement Period (the “Performance Restrictions”).

Measurement Period	Measurement Period Start Date	Measurement Period End Date	Portion of Performance Stock Units Eligible to be Earned
Period 3	January 1, 2024	December 31, 2024	One-third of the Performance Stock Units granted

2. PERFORMANCE GOALS

(a) The Performance Restrictions have been established by the Compensation Committee of the Board of Directors of the Company (the “Committee”). The Committee may equitably adjust the Performance Restrictions below in the event a pandemic, force majeure event or similar event over which the Company has no control renders the Performance Goals ineffective.

(b) [REDACTED]

(c) After the end of the Period 3 Measurement Period, the Company will determine (and the Committee will certify) the total Performance Stock Units earned for such Measurement Period (based on the Portion of Performance Stock Units Eligible to be Earned for such Measurement Period), provided, however, the total Performance Stock Units earned for a Measurement Period, if any, shall remain subject to the Time-Based Restriction described in Section 4 below.

(d) The term “Revenue Growth” means the year over year percentage increase for the Measurement Period of GAAP revenue as reported in the Company’s Annual Report on Form 10-K, excluding the impact of fluctuations in foreign currency exchange rates for the current period compared to an adjusted revenue base for the 2023 calendar year period, and excluding revenues from the Company’s non-strategic businesses in the Company’s corporate and other segment.

(e) The term “EPS Growth” means the year over year percentage increase for the Measurement Period in percentage of adjusted earnings per share growth as reported in the Company’s year-end earnings schedules compared to a normalized prior year base of \$4.44.

3. TSR MODIFIER

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(a) After the end of each Measurement Period, the total Performance Stock Units earned for a Measurement Period in accordance with Section 2 above, if any, shall be adjusted by applying a TSR modifier to the Performance Stock Units earned for such Measurement Period. The TSR Modifier is based on the Company’s Relative TSR Percentile Rank for the Measurement Period compared to the TSR of the S&P 500 companies, as described below. For the avoidance of doubt, the maximum amount of the Portion of Performance Stock Units Eligible to be Earned for each Measurement Period may not exceed 230% of the Portion of Performance Stock Units Eligible to be Earned for each Measurement Period. Following the application of the TSR Modifier to the total Performance Stock Units earned for a Measurement Period in accordance with Section 2 above, then such earned Performance Stock Units, as modified by the TSR Modifier, shall be deemed to have satisfied the Performance Restriction described above (the “Banked Performance Stock Units”); provided, however, the Banked Performance Stock Units shall remain subject to the Time-Based Restriction described below.

TSR Modifier Structure	
Percentile Performance	Modifier
>=75 th percentile	+15%*
26 th to 74 th percentile	No adjustment
<=25 th percentile	-15%*

*multiplied by the total Performance Stock Units earned for each Measurement Period

(b) For all Measurement Periods subject to this Grant, the peer group (the “Peer Group”) consists of the shares of the companies that are included in the S&P 500 index (the “Index”) at the Measurement Period Start Date of the Period 1 Measurement Period, as reflected in Exhibit A of the Performance Stock Unit Award Agreement applicable to this Grant. If the shares of a company are removed from the Index due to bankruptcy or insolvency during a Measurement Period, the shares of that company will not be removed from the Peer Group. If the shares of a company in the Peer Group are removed from the Index due to merger, acquisition or other corporate action during a Measurement Period, the shares of the company removed from the Index will be removed from the Peer Group for a Measurement Period only where the date of removal from the Index occurs prior to the Measurement Period End Date of a Measurement Period.

(c) The calculation of the TSR for purposes of determining the TSR modifier for a Measurement Period is the average daily closing price per share for the last twenty (20) trading days of the Measurement Period (the “Ending Stock Price”) minus the average daily closing price per share for the last twenty (20) trading days immediately preceding the Measurement Period Start Date (the “Beginning Stock Price”), plus Reinvested Dividends, with the resulting amount divided by the Beginning Stock Price. “Reinvested Dividends” will be calculated by multiplying (i) the aggregate number of shares (including fractional shares) that could have been purchased during the Measurement Period had each cash dividend paid on a single share during that period been immediately reinvested in additional shares (or fractional shares) at the closing selling price per share on the applicable dividend payment date by (ii) the average daily closing price per share calculated for the entire duration of the Measurement Period. Each of the foregoing amounts will be equitably adjusted for stock splits, stock dividends, recapitalizations and other similar events affecting Shares of the Company and the shares of the companies in the Peer Group. For companies in the Peer Group that are not on a calendar fiscal year, the TSR modifier will be measured consistent with the Company’s calendar fiscal year. For the avoidance of doubt, the TSR modifier formula is:

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$$\text{TSR} = \frac{\text{Ending Stock Price} - \text{Beginning Stock Price} + \text{Reinvested Dividends}}{\text{Beginning Stock Price}}$$

Any Performance Stock Units that fail to be earned in a Measurement Period based on the satisfaction of the Performance Restriction for a Measurement Period shall be immediately forfeited to the Company.

Time-Based Restriction

4. TIME-BASED RESTRICTION

Except as otherwise provided by the 2022 PSU Agreement, for any Banked Performance Stock Units to vest, the Grantee must remain continuously employed by the Company from the Grant Date through the third anniversary of the Grant Date (the "Time-Based Restriction").

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EXHIBIT 10.5

Fidelity National Information Services, Inc.

Notice of Restricted Stock Unit Grant

You (the "Grantee") have been granted the following award of restricted stock units (the "Restricted Stock Units") denominated in shares of common stock of Fidelity National Information Services, Inc. (the "Company"), par value \$0.01 per share ("Shares"), pursuant to the Fidelity National Information Services, Inc. 2022 Omnibus Incentive Plan (the "Plan"):

Grantee:	«Name»
Number of Restricted Stock Units Granted:	«Shares»
Grant Date:	«Date»
Vesting Schedule:	<p>One-third vests on February 28, 2025</p> <p>One-third vests on February 28, 2026</p> <p>One-third vests on February 28, 2027</p>

See the Restricted Stock Unit Award Agreement and Plan Prospectus for the specific provisions related to this Notice of Restricted Stock Unit Grant and other important information concerning this award.

Amended 2024 Performance Goals for 2022 Annual Performance Stock Unit Award

Reference is hereby made to that certain Notice of Performance Stock Unit Grant (identified as an annual grant) with a grant date in 2022 and the Performance Stock Unit Award Agreement attached thereto (collectively, the "2022 Annual PSU Agreement") between the Grantee and the Company. By accepting the Restricted Stock Units hereunder, the Grantee hereby acknowledges and agrees that, for the measurement period starting on January 1, 2024 and ending on December 31, 2024 ("Period 3 Measurement Period"), the performance goals set forth in Exhibit B attached hereto (the "2024 Performance Goals") and the time-based restrictions set forth therein will apply to the performance stock units eligible to be earned in respect of the Period 3 Measurement Period pursuant to the 2022 Annual PSU Agreement.

Accordingly, Exhibit A of the 2022 Annual PSU Agreement shall be deemed replaced with Exhibit B attached hereto (and the references to "Exhibit A" in the 2022 Annual PSU Agreement shall be deemed to refer to Exhibit B attached hereto) as necessary and appropriate with respect to the performance stock units eligible to be earned in respect of the Period 3 Measurement Period pursuant to the 2022 Annual PSU Agreement.

Amended 2024 Performance Goals for 2022 High Contributor Performance Stock Unit Award

Reference is hereby made to that certain Notice of Performance Stock Unit Grant (identified as “high contributor” award) with a grant date in 2022 and the Performance Stock Unit Award Agreement attached thereto (collectively, the “2022 High Contributor PSU Agreement”) between the Grantee and the Company. By accepting the Restricted Stock Units hereunder, the Grantee hereby acknowledges and agrees that, for the measurement period starting on January 1, 2024 and ending on December 31, 2024 (“Period 3 Measurement Period”), the performance goals set forth in Exhibit B-HC attached hereto (the “2024 Performance Goals”) and the time-based restrictions set forth therein will apply to the performance stock units eligible to be earned in respect of the Period 3 Measurement Period pursuant to the 2022 High Contributor PSU Agreement.

Accordingly, Exhibit A of the 2022 High Contributor PSU Agreement shall be deemed replaced with Exhibit B-HC attached hereto (and the references to “Exhibit A” in the 2022 High Contributor PSU Agreement shall be deemed to refer to Exhibit B-HC attached hereto) as necessary and appropriate with respect to the performance stock units eligible to be earned in respect of the Period 3 Measurement Period pursuant to the 2022 High Contributor PSU Agreement.

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Fidelity National Information Services, Inc.

2022 Omnibus Incentive Plan
Restricted Stock Unit Award Agreement

SECTION 1. GRANT OF RESTRICTED STOCK UNITS

(a) Restricted Stock Unit. On the terms and conditions set forth in the Notice of Restricted Stock Unit Grant (the “Grant”) and this Restricted Stock Unit Award Agreement (this “Agreement”), the Company grants to the Grantee on the Grant Date the Restricted Stock Units set forth in the Grant and the Grantee, by acceptance hereof, agrees to the terms and conditions of this Agreement.

(b) Plan and Defined Terms. The Restricted Stock Units are granted pursuant to the Fidelity National Information Services, Inc. 2022 Omnibus Incentive Plan (the “Plan”). All terms, provisions, and conditions applicable to the Restricted Stock Units set forth in the Plan and not set forth herein are hereby incorporated by reference herein. To the extent any provision hereof or the Grant is inconsistent with a provision of the Plan, the provisions of the Plan shall govern. All capitalized terms that are used in the Grant or this Agreement and not otherwise defined therein or herein shall have the meanings ascribed to them in the Plan.

Section 2. FORFEITURE; TRANSFER RESTRICTIONS; AND CHANGE IN CONTROL

(a) Forfeiture. The Restricted Stock Units shall be subject to forfeiture until the Restricted Stock Units vest in accordance with Exhibit A, except (i) in the case of death, Disability (as defined below), Qualified Full Retirement (as defined below), Qualified Early Retirement (as defined below), Qualified Involuntary Termination (as defined below), or Termination Without Cause (as defined below) of the Grantee or (ii) to the extent otherwise provided by this Agreement or the provisions of an employment agreement between the Company or its Subsidiary and the Grantee. All unvested Restricted Stock Units shall be forfeited for no consideration upon the termination of the Grantee’s employment with the Company or its Subsidiary for any reason, provided that:

(i) In the event of the Grantee’s death or Disability, all unvested Restricted Stock Units shall vest as of the date of the Grantee’s death or Disability and become free of any forfeiture and transfer restrictions described in this Agreement and payment shall be made in respect of such Restricted Stock Units in

accordance with Section 3 of this Agreement.

(ii) If the Grantee's employment with the Company or its Subsidiary terminates due to a Qualified Full Retirement prior to the vesting of the Restricted Stock Units and if the unvested Restricted Stock Units have been outstanding for a period of at least nine (9) months as of the date of the Grantee's eligible retirement date specified in the Notice of Retirement (as defined below), then all such unvested Restricted Stock Units shall continue to vest in accordance with the terms of this Agreement on the applicable Vesting Date specified in Exhibit A. Any unvested Restricted Stock Units that have been outstanding for a period of less than nine (9) months as of the Grantee's eligible retirement date specified in the Notice of Retirement shall be immediately forfeited for no consideration upon the termination of the Grantee's employment with the Company or its Subsidiary. If the Grantee gives Notice of Retirement meeting all of the requirements under the Qualified Retirement Equity Program (as defined below) and the Company specifies an approved retirement date that is prior to the date on which the Restricted Stock Units have been outstanding for at least nine (9) months, such affected Restricted Stock Units shall continue to be treated as an Eligible Equity Award (as defined in the Qualified Retirement Equity

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Program). Restricted Stock Units that become vested pursuant to this Section 2(a)(ii) shall be paid upon the Vesting Date specified in Exhibit in accordance with Section 3 hereof. The continued vesting due to a Qualified Full Retirement described herein is contingent upon the Grantee's compliance with the provisions of Section 6 of this Agreement (including, upon request by the Company, the Grantee's execution of a compliance certificate confirming the Grantee's compliance with Section 6 of this Agreement) and the execution of a release of all claims against the Company and its affiliates and related parties in such form as is reasonably required by the Company. To be eligible for a Qualified Full Retirement, the Grantee must provide Notice of Retirement in accordance with the terms of the Qualified Retirement Equity Program.

(iii) If the Grantee's employment with the Company or its Subsidiary terminates due to a Qualified Early Retirement (such date of termination, the "Early Retirement Date") prior to the vesting of the Restricted Stock Units, then (A) where such Early Retirement Date occurs after the Grant Date but on or prior to February 28, 2025, the Portion of Restricted Stock Units Granted (as set forth in Exhibit A) scheduled to vest on February 28, 2025 in accordance with Exhibit A shall vest on February 28, 2025 as to a *pro rata* Portion of Restricted Stock Units Granted, which shall be the amount of Portion of Restricted Stock Units Granted prorated based on the ratio of the number of days that lapsed after the Grant Date through such Early Retirement Date, divided by the total number of days between the Grant Date and February 28, 2025; (B) where such Early Retirement Date occurs after February 28, 2025 but on or prior to February 28, 2026, the Portion of Restricted Stock Units Granted scheduled to vest on February 28, 2026 in accordance with Exhibit A shall vest on February 28, 2026 as to a *pro rata* Portion of Restricted Stock Units Granted, which shall be the amount of Portion of Restricted Stock Units Granted prorated based on the ratio of the number of days that lapsed after February 28, 2025 through such Early Retirement Date, divided by the total number of days between February 28, 2025 and February 28, 2026; or (C) where such Early Retirement Date occurs after February 28, 2026 but on or prior to February 28, 2027, the Portion of Restricted Stock Units Granted scheduled to vest on February 28, 2027 in accordance with Exhibit A shall vest on February 28, 2027 as to a *pro rata* Portion of Restricted Stock Units Granted, which shall be the amount of Portion of Restricted Stock Units Granted prorated based on the ratio of the number of days that lapsed after February 28, 2026 through such Early Retirement Date, divided by the total number of days between February 28, 2026 and February 28, 2027; provided that in each case of the foregoing clauses (A), (B) and (C), all other unvested Restricted Stock Units as of the Early Retirement Date (including any Portion of Restricted Stock Units Granted in excess of the *pro rata* amount described above) shall be immediately forfeited for no consideration upon the termination of the Grantee's employment with the Company or its Subsidiary. All Restricted Stock Units that become vested pursuant to this Section 2(a)(iii) shall be paid on the Payment Date in accordance with Section 3 hereof. The vesting of any Restricted Stock Units pursuant to a Qualified Early Retirement described herein is contingent upon the Grantee's compliance with the provisions of Section 6 of this Agreement (including, upon request by the Company, the Grantee's execution of a compliance certificate confirming the Grantee's compliance with Section 6 of this Agreement) and the execution of a release of all claims against the Company and its affiliates and related parties in such form as is reasonably required by the Company. To be eligible for a Qualified Early Retirement, the Grantee must provide Notice of Retirement in accordance with the terms of the Qualified Retirement Equity Program.

(iv) If the Grantee's employment with the Company or its Subsidiary terminates due to a Qualified Involuntary Termination prior to the vesting of the Restricted Stock Units, then all such unvested Restricted Stock Units as of the date of the Qualified Involuntary Termination shall continue to vest in accordance with the terms of this Agreement for the twelve (12) month period immediately following the date of the Qualified Involuntary Termination, after which any unvested Restricted Stock Units that have not vested as of the end of such twelve (12) month period shall be forfeited for no

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consideration. Restricted Stock Units that become vested pursuant to this Section 2(a)(iv) on the applicable Vesting Date specified in Exhibit A occurring during such twelve (12) month period shall be paid in accordance with Section 3 hereof. The continued vesting due to a Qualified Involuntary Termination described herein is contingent upon the Grantee's compliance with the provisions of Section 6 of this Agreement.

(v) If the Grantee's employment with the Company or its Subsidiary terminates due to a Termination Without Cause (other than if the Grantee is discharged by the Company for reasons related to the Grantee's work performance, as determined by the Company in its sole discretion, including, without limitation, termination for poor job performance, misconduct or violation of Company policies or rules, in which case all unvested Restricted Stock Units shall be forfeited for no consideration) and such termination is not a Qualified Involuntary Termination (such date of termination, the "Termination Date"), then (A) where such Termination Date occurs after the Grant Date but on or prior to February 28, 2025, the Portion of Restricted Stock Units Granted scheduled to vest on February 28, 2025 in accordance with Exhibit A shall vest as of such Termination Date as to a *pro rata* Portion of Restricted Stock Units Granted, which shall be the amount of Portion of Restricted Stock Units Granted prorated based on the ratio of the number of days that lapsed after the Grant Date through such Termination Date, divided by the total number of days between the Grant Date and February 28, 2025; (B) where such Termination Date occurs after February 28, 2025 but on or prior to February 28, 2026, the Portion of Restricted Stock Units Granted scheduled to vest on February 28, 2026 in accordance with Exhibit A shall vest as of such Termination Date as to a *pro rata* Portion of Restricted Stock Units Granted, which shall be the amount of Portion of Restricted Stock Units Granted prorated based on the ratio of the number of days that lapsed after February 28, 2025 through such Termination Date, divided by the total number of days between February 28, 2025 and February 28, 2026; or (C) where such Termination Date occurs after February 28, 2026 but on or prior to February 28, 2027, the Portion of Restricted Stock Units Granted scheduled to vest on February 28, 2027 in accordance with Exhibit A shall vest as of such Termination Date as to a *pro rata* Portion of Restricted Stock Units Granted, which shall be the amount of Portion of Restricted Stock Units Granted prorated based on the ratio of the number of days that lapsed after February 28, 2026 through such Termination Date, divided by the total number of days between February 28, 2026 and February 28, 2027; provided that in each case of the foregoing clauses (A), (B) and (C), all other unvested Restricted Stock Units as of the Termination Date (including any Portion of Restricted Stock Units Granted in excess of the *pro rata* amount described above) shall be immediately forfeited for no consideration upon the termination of the Grantee's employment with the Company or its Subsidiary. All Restricted Stock Units that become vested pursuant to this Section 2(a)(v) shall be paid on the Payment Date in accordance with Section 3 hereof.

(vi) For purposes hereof:

(1) "Cause" shall have the meaning ascribed to such term in the Grantee's employment agreement with the Company or its Subsidiary. If the Grantee's employment agreement does not define the term "Cause," or if the Grantee has not entered into an employment agreement with the Company or its Subsidiary, "Cause" shall mean (A) persistent failure to perform duties consistent with a commercially reasonable standard of care, (B) willful neglect of duties, (C) conviction of, or pleading guilty or nolo contendere to, criminal or other illegal activities involving dishonesty or moral turpitude, (D) commission of an act of fraud or an omission constituting fraud, (E) material breach of this Agreement, including without limitation, any breach of Section 6 of this Agreement, (F) material breach of the Company's business policies, accounting practices, codes of conduct or standards of ethics, or (G) failure to materially cooperate with or impeding an investigation authorized by the Board.

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(2) "Disabled" or "Disability" shall mean (i) the Grantee is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, or (ii) the Grantee is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, receiving income replacement benefits for a period of not less than three months under an accident and health plan covering the Grantee.

(3) "Good Reason" shall apply in this Agreement only if the Grantee has an employment agreement with the Company or its Subsidiary with an applicable Good Reason provision and shall have the meaning ascribed to that term in such employment agreement.

(4) "Qualified Early Retirement" shall mean the Grantee's voluntary retirement from employment with the Company or its Subsidiary, upon six (6) months' prior written notice to the Company (the "Notice of Retirement") that is provided upon or after the Grantee's attaining a minimum of sixty-five (65) "points" as

determined upon the date of Notice of Retirement, comprised of the Grantee's age upon the date of Notice of Retirement with a minimum age of fifty-five (55) years, plus the Grantee's Years of Service upon the date of Notice of Retirement with a minimum of five (5) Years of Service.

(5) "Qualified Full Retirement"¹ shall mean the Grantee's voluntary retirement from employment with the Company or its Subsidiary, upon six (6) months' Notice of Retirement that is provided upon or after the Grantee's attaining a minimum of seventy-five (75) "points" as determined upon the date of Notice of Retirement, comprised of the Grantee's age upon the date of Notice of Retirement with a minimum age of sixty (60) years, plus the Grantee's Years of Service upon the date of Notice of Retirement with a minimum of fifteen (15) Years of Service.

(6) "Qualified Involuntary Termination" shall mean the Grantee's Termination Without Cause at a time when the Grantee would have satisfied the age and service requirements for a Qualified Full Retirement on the date of termination.

(7) "Qualified Retirement Equity Program" shall mean the Company's Amended and Restated Qualified Retirement Equity Program approved by the Company's Compensation Committee effective as of January 30, 2024, as may be amended or restated from time to time.

(8) "Termination Without Cause" shall mean the involuntary termination of the Grantee's employment by the Company or its Subsidiaries without Cause (and other than due to death or Disability).

(9) "Years of Service" shall mean the total consecutive and continuous service with the Company, a Subsidiary or a predecessor entity of the Company or its Subsidiary, as an Employee.

¹ Reflects the definition of a Qualified Early Retirement or Qualified Full Retirement for participants located in the United States. Eligibility definitions for a Qualified Early Retirement or Qualified Full Retirement may vary for participants located outside of the United States to comply with applicable law. Please consult The People Office for the applicable definition of a Qualified Early Retirement or Qualified Full Retirement for participants located outside of the United States and for the current notification process in place at the time you wish to provide Notice of Retirement.

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(vii) If any provision of this Section 2 conflicts with any provision of an employment agreement by and between the Grantee and the Company or its affiliate or Subsidiary, which is currently or then in effect, such conflicting provisions of the Grantee's employment agreement shall supersede any such conflicting provisions in Section 2 of this Agreement to the extent they are more favorable to the Grantee.

(b) Transfer Restrictions. During the Period of Restriction, the Restricted Stock Units may not be sold, assigned, pledged, exchanged, hypothecated or otherwise transferred, encumbered or disposed of to the extent such Restricted Stock Units are subject to a Period of Restriction.

(c) Lapse of Restrictions. The Period of Restriction shall lapse as to the Restricted Stock Units in accordance with the Grant. For the avoidance of doubt, once Restricted Stock Units vest, the Period of Restriction lapses as to those Restricted Stock Units. Subject to the terms of the Plan and Sections 4(d) and 6(b) hereof, upon lapse of the Period of Restriction, the Grantee shall be entitled to payment in accordance with Section 3 hereof.

(d) Change in Control.

(i) Subject to Section 2(d)(ii) below, in the event of a Change in Control (including, for the avoidance of doubt, a Change in Control that occurs within three (3) months following an Involuntary Termination of the Grantee), all unvested Restricted Stock Units shall immediately vest in full but, notwithstanding Section 3 of this Agreement, payment shall not be made in respect of any such vested Restricted Stock Units until such time that the Restricted Stock Units would have otherwise become payable in accordance with the provisions of this Agreement (absent the occurrence of such Change in Control); provided, however, that, in the event of an Involuntary Termination of the Grantee within twenty-four (24) months following the Change in Control, payment shall be made in respect of any such vested Restricted Stock Units (unless required to be made earlier pursuant to Section 3 hereof) as soon as practicable (and in no case more than thirty (30) days) after the date of such Involuntary Termination, subject to any delay in payment required by Section 7(j) of this Agreement.

(ii) If the outstanding Restricted Stock Units are assumed (or a substantially equivalent award is substituted therefor) or otherwise remain outstanding following the Change in Control other than any Restricted Stock Units in respect of which an Involuntary Termination of the Grantee occurred prior to a Change in Control (a "Continuing Award"), then such Continuing Award shall vest on the same terms as specified herein (absent the occurrence of such Change in Control); provided, that in the event of the Involuntary Termination of the Grantee within twenty-four (24) months following the Change in Control, such Continuing Award shall immediately vest in full upon the date of such Involuntary Termination and payment shall be made as soon as practicable (and in no case more than thirty (30) days) upon the date of such Involuntary Termination, subject to any delay in payment required by Section 7(j) of this Agreement.

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SECTION 3. PAYMENT IN RESPECT OF RESTRICTED STOCK UNITS

Except as specifically provided herein, as soon as practicable (and in no case more than thirty (30) days) after a Restricted Stock Unit becomes vested (the "Payment Date"), the Company shall make payment to the Grantee in respect of the vested Restricted Stock Units by delivering to the Grantee a number of Shares equal to the number of Restricted Stock Units that vested or, in the sole discretion of the Company, in cash, in U.S. dollars or other currency, equal to the Fair Market Value on the Payment Date of the number of Restricted Stock Units that vested (or a combination of cash and Shares thereof) less any required tax withholding pursuant to Section 7(b) of this Agreement.

SECTION 4. TRADING STOCK AND SHAREHOLDER RIGHTS; TRANSFER RESTRICTIONS; HOLDING REQUIREMENT FOLLOWING PERIOD OF RESTRICTION

(a) The Grantee is subject to insider trading liability if the Grantee is aware of material, nonpublic information when making a purchase or sale of Company stock. In addition, if the Grantee is an Officer (as defined in Rule 16a-1(f) of the Exchange Act or appointed by the Board), or someone designated as an "insider" by the Company, the Grantee is subject to blackout restrictions that prevent the sale of Company stock during certain time periods referred to as "blackout periods." A recurring "blackout period" begins at the close of the market on the 15th day of the third month of each calendar quarter and ends two (2) trading days following the Company's earnings release.

(b) Prior to the Payment Date, the Grantee shall not have any rights as a shareholder of the Company in connection with these Restricted Stock Units and the Grantee's interest in the Restricted Stock Units shall make the Grantee only a general, unsecured creditor of the Company, unless and until the Shares are distributed to the Grantee. Following delivery of Shares upon the Payment Date, the Grantee shall have all rights as a shareholder with respect to such Shares.

(c) The Grantee may also be subject to the Company's hedging and pledging policy. For designated executive officers, the policy prohibits (i) directly or indirectly engaging in hedging or monetization transactions with the Restricted Stock Units and Company stock; (ii) engaging in short sale transactions with the Restricted Stock Units and Company stock; and (iii) pledging the Restricted Stock Units and Company stock as collateral for a loan, including through the use of traditional margin accounts with a broker. For the Grantee who is not such designated executive officer, the policy prohibits (i) directly or indirectly engaging in hedging or monetization transactions with the Restricted Stock Units and Company stock and (ii) engaging in short sale transactions with the Restricted Stock Units and Company stock.

(d) If and when the Grantee is an Officer (as defined in Rule 16a-1(f) of the Exchange Act or appointed by the Board), the Grantee may not sell, assign, pledge, exchange, hypothecate or otherwise transfer, encumber or dispose of fifty percent (50%) of any Shares paid to the Grantee as of the Payment Date pursuant to Section 3 (net of any shares required to be sold, withheld or otherwise to satisfy tax withholding pursuant to Section 7(b)), until such time as the officer's total equity holdings satisfy the equity ownership guidelines adopted by the Compensation Committee of the Board; provided, however, that this Section 4(d) shall not prohibit the Grantee from exchanging or otherwise disposing of Shares in connection with a Change in Control or other transaction in which Shares held by other Company shareholders are required to be exchanged or otherwise disposed.

SECTION 5. DIVIDEND EQUIVALENTS

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- (a) Any dividend equivalents earned with respect to Restricted Stock Units that remain subject to a Period of Restriction shall not be paid to the Grantee but shall be held by the Company.
- (b) Such held dividend equivalents shall be subject to the same Period of Restriction as the Restricted Stock Units to which they relate.
- (c) Any dividend equivalents held pursuant to this Section 5 which are attributable to Restricted Stock Units that vest pursuant to this Agreement shall be paid to the Grantee at the same time payment is made hereunder with respect to such Restricted Stock Units.
- (d) Dividend equivalents attributable to Restricted Stock Units forfeited pursuant to Section 2 of this Agreement shall be forfeited to the Company for no consideration on the date such Restricted Stock Units are forfeited.

SECTION 6. GRANTEE OBLIGATIONS; RESTRICTIVE COVENANTS

In consideration for the benefits provided herein, the Grantee agrees to abide by the following terms:

(a) **Confidential Information.** The Grantee has occupied a position of trust and confidence and has had access to substantial information about the Company and its affiliates and Subsidiaries, and their operations, that is confidential or not generally known in the industry including, without limitation, information that relates to purchasing, sales, customers, marketing, and the financial positions and financing arrangements of the Company and its affiliates and Subsidiaries. The Grantee agrees that all such information is proprietary or confidential or constitutes trade secrets and is the sole property of the Company and/or its affiliates and Subsidiaries, as the case may be. The Grantee shall keep confidential and, outside the scope of the Grantee's duties and responsibilities with the Company and its affiliates and Subsidiaries, shall not reproduce, copy or disclose to any other person or firm, any such information or any documents or information relating to the Company's or its affiliates' methods, processes, customers, accounts, analyses, systems, charts, programs, procedures, correspondence or records, or any other documents used or owned by the Company or any of its affiliates or Subsidiaries, nor shall the Grantee advise, discuss with or in any way assist any other person, firm or entity in obtaining or learning about any of the items described in this section. Accordingly, at all times before and after the termination of the Grantee's employment, for any reason, the Grantee shall not disclose, or permit or encourage anyone else to disclose, any such information, nor shall the Grantee use any such information, either alone or with others, outside the scope of the Grantee's duties and responsibilities with the Company and its affiliates and Subsidiaries, except that this Agreement does not prohibit the Grantee from (i) making any disclosure of information required by law; (ii) providing information to, or testifying or otherwise assisting in any investigation or proceeding brought by any federal regulatory or law enforcement agency or legislative body, any self-regulatory organization, or the Company's designated legal compliance officer; or (iii) filing, testifying, participating in or otherwise assisting in a proceeding relating to an alleged violation of any federal, state or municipal law relating to fraud or any rule or regulation of the Securities and Exchange Commission or any self-regulatory organization.

(b) **Noncompetition, Nonsolicitation and Non-Hire.** THE POST-EMPLOYMENT RESTRICTIVE COVENANTS IN THIS SECTION 6(B) DO NOT APPLY TO ANY GRANTEE WHO IS A RESIDENT IN THE STATE OF CALIFORNIA FOR SO LONG AS THE GRANTEE REMAINS A CALIFORNIA RESIDENT. THE ONLY RESTRICTIVE COVENANTS IN THIS

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SECTION 6(B) THAT APPLY TO THE GRANTEE WHILE A CALIFORNIA RESIDENT ARE THOSE PERTAINING TO THE PERIOD OF TIME WHILE THE GRANTEE REMAINS AN EMPLOYEE OF THE COMPANY OR ONE OF ITS SUBSIDIARIES. The Grantee acknowledges that he or she has acquired substantial knowledge and confidential information concerning the business of the Company and its affiliates and Subsidiaries as a result of his or her employment. The Grantee further acknowledges that the scope of business in which the Company and its affiliates and Subsidiaries are engaged as of the Grant Date is international and very competitive. Competition by the Grantee in that business after the termination of the Grantee's employment, for any reason, could severely injure the Company and its affiliates and Subsidiaries.

In this Section:

(i) "Competitive Business" shall mean any firm or business that directly competes with any business unit of the Company or any of its affiliates or Subsidiaries in which the Grantee has worked during the two-year period prior to termination of his or her employment;

(ii) "Customer" shall mean any business or person for which the Company or its affiliates or Subsidiaries provided products or services during the twelve (12) months prior to the termination of the Grantee's employment;

(iii) "Prospective Customer" shall mean any business or person from which the Company or any of its affiliates or Subsidiaries actively solicited business within the twelve (12) months prior to the termination of the Grantee's employment; and

(iv) "Restricted Territory" shall mean any country or other geographic scope in which the Company or its affiliates or Subsidiaries conducted business in the twelve (12) months prior to the termination of the Grantee's employment in relation to which the Grantee had material responsibilities.

During the Grantee's employment and for a period ending on the later of (A) one year after the termination of the Grantee's employment, for any reason (other than a Qualified Full Retirement or Qualified Early Retirement), or (B) in the case of a termination of the Grantee's employment due to a Qualified Full Retirement or Qualified Early Retirement for purposes of post-termination vesting, the later of one year after the termination of the Grantee's employment or the date on which the Restricted Stock Units become fully vested in accordance with Section 2(a)(ii) or 2(a)(iii) herein, the Grantee agrees:

- (1) that, in the Restricted Territory, the Grantee shall not, directly or indirectly: (i) become an employee, consultant, director, advisor, principal, partner or substantial shareholder of any Competitive Business; (ii) become an employee, consultant, director, advisor, principal, partner or substantial shareholder of any Customer or Prospective Customer; or (iii) solicit or accept any business that directly competes with the Company or any of its affiliates or Subsidiaries in their principal products and services from any Customer or Prospective Customer; and
- (2) not to, directly or indirectly, on behalf of the Grantee or any Competitive Business, hire or solicit for employment, partnership or engagement as an independent contractor any person who was an employee of the Company or any of its affiliates or Subsidiaries during the period of twelve (12) months prior to any such improper solicitation, hire or engagement.

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(c) The Grantee expressly acknowledges and agrees with the reasonableness of the terms in this Section 6 and agrees not to contest these terms in a court of competent jurisdiction on such grounds. The Grantee agrees that the Company's remedy at law for a breach of these covenants may be inadequate and that for a breach of these covenants the Company, in addition to other remedies provided for by law, may be entitled to an injunction, restraining order or other equitable relief prohibiting the Grantee from committing or continuing to commit any such breach. If a court of competent jurisdiction determines that any of these restrictions are overbroad, the Grantee and the Company agree to modification of the affected restriction(s) to permit enforcement to the maximum extent allowed by law.

(d) No provision of this Section 6 shall apply to restrict the Grantee's conduct, or trigger any reimbursement or recoupment obligations under this Agreement, in any jurisdiction where such provision is, on its face, unenforceable and/or void as against public policy, unless the provision may be construed, amended, reformed or equitably modified to be enforceable and compliant with public policy, in which case, the provision shall apply as construed, amended, reformed or equitably modified.

(e) The Grantee also recognizes and acknowledges that the value of the Restricted Stock Units he or she is receiving under this Agreement represents a portion of the Grantee's value to the Company such that if the Grantee breaches the restrictive covenant by working for or with a competitor, thereby transferring such value to the competitor, the value of the Restricted Stock Units represents a reasonable measure of a portion of the monetary damages for such breach. Thus, in the event of a breach by the Grantee of any applicable restriction contained in this Section 6, such breach shall be considered a material breach of the terms of the Plan, and any other program, plan or arrangement by which the Grantee receives equity in the Company. Therefore, besides prospective injunctive relief, if the Grantee breaches any restrictive covenant contained in this Section 6 as applicable to the Grantee, the Company shall also be entitled to revoke any unvested Restricted Stock Units and recover any shares (or the gross value of any shares) deliverable to the Grantee pursuant to this Agreement and, pursuant to Florida law, shall be entitled to recover its costs and attorney's fees incurred in securing relief under this Section 6. Additionally, if the Company is investigating an alleged breach or threat of breach of any applicable restrictive covenant in this Section 6 by the Grantee, the Company may restrict any shares hereunder from being sold or transferred until it has completed its investigation without any resulting liability to the Grantee, and shall remove such restriction placed on such shares only upon its determination in good faith that the Grantee is not in violation of such restrictive covenant(s) or has agreed otherwise in writing with the Grantee.

SECTION 7. MISCELLANEOUS PROVISIONS

(a) Acknowledgements. The Grantee hereby acknowledges that he or she has read and understands the terms of the Plan and this Agreement, and agrees to be bound by their respective terms and conditions. The Grantee acknowledges that there may be tax consequences upon the vesting of the Restricted Stock Units or the transfer of Shares paid to the Grantee under this Agreement and that the Grantee should consult an independent tax advisor.

(b) Tax Withholding. Pursuant to Article 21 of the Plan, the Company shall have the power and right to deduct or withhold an amount sufficient to satisfy any federal, state and local taxes (including the Grantee's FICA taxes) required by law to be withheld with respect to the Restricted Stock Units. The Company may condition the delivery of Shares (or the vesting of the Restricted Stock Units, if applicable) upon the Grantee's satisfaction of such withholding obligations. The Grantee may elect to satisfy all or part of such withholding requirement by tendering previously-owned Shares or by having the Company

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withhold Shares having a Fair Market Value equal to the minimum statutory withholding (based on minimum statutory withholding rates for federal, state and local tax purposes, as applicable, including the Grantee's FICA taxes) that could be imposed on the transaction, and, to the extent the Company so permits, amounts in excess of the minimum statutory withholding to the extent it would not result in additional accounting expense. Such election shall be irrevocable, made in writing and signed by the Grantee, and shall be subject to any restrictions or limitations that the Company, in its sole discretion, deems appropriate.

(c) Ratification of Actions. By accepting this Agreement, the Grantee and each person claiming under or through the Grantee shall be conclusively deemed to have indicated the Grantee's acceptance and ratification of, and consent to, any action taken under the Plan or this Agreement and the Grant by the Company, the Board or the Committee.

(d) Notice. Any notice required by the terms of this Agreement shall be given in writing and shall be deemed effective upon personal delivery or upon deposit with the United States Postal Service, by registered or certified mail, with postage and fees prepaid. Notice shall be addressed to the General Counsel of the Company at its principal executive office and to the Grantee at the address that he or she most recently provided in writing to the Company.

(e) Choice of Law. This Agreement and the Grant shall be governed by, and construed in accordance with, the laws of Florida, without regard to any conflicts of law or choice of law rule or principle that might otherwise cause the Plan, this Agreement or the Grant to be governed by or construed in accordance with the substantive law of another jurisdiction.

(f) Arbitration. Subject to Article 3 of the Plan, any dispute or claim arising out of or relating to the Plan, this Agreement or the Grant shall be settled by binding arbitration before a single arbitrator in Jacksonville, Florida and in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator shall decide any issues submitted in accordance with the provisions and commercial purposes of the Plan, this Agreement and the Grant, provided that all substantive questions of law shall be determined in accordance with the state and Federal laws applicable in Florida, without regard to internal principles relating to conflict of laws.

(g) Modification or Amendment. This Agreement may only be modified or amended by written agreement executed by the parties hereto; provided, however, that the adjustments permitted pursuant to Section 4.3 of the Plan may be made without such written agreement.

(h) Severability. In the event any provision of this Agreement shall be held illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining provisions of this Agreement, and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been included.

(i) References to Plan. All references to the Plan (or to a Section or Article of the Plan) shall be deemed references to the Plan (or the Section or Article) as may be amended from time to time.

(j) Section 409A Compliance. To the extent applicable, it is intended that the Plan and this Agreement comply with the requirements of Section 409A and the Plan and this Agreement shall be

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interpreted accordingly. All payments hereunder shall be deemed separate payments for purposes of Section 409A. For purposes of any payment hereunder in respect of Restricted Stock Units subject to Section 409A, references to the Grantee's termination of employment (or words of like import) shall mean the Grantee's "separation from service" (within the meaning of Treasury Regulation Section 1.409A-1(h)). Notwithstanding anything in the Plan, this Agreement or any employment agreement by and between the Grantee and the Company or its affiliate or Subsidiary to the contrary, if the Grantee is a "specified employee" under Section 409A, no payment hereunder that is subject to Section 409A shall be made as a result of a "separation from service" of the Grantee until the earlier of (i) the first business day following the six (6) month anniversary of the Grantee's separation from service or (ii) the date of the Grantee's death. Notwithstanding anything herein to the contrary, to the extent permitted by Treasury Regulation Section 1.409A-3(j)(4)(ix), payment in respect of the Restricted Stock Units subject to Section 409A may be accelerated in connection with a "change in control event" within the meaning of Treasury Regulation Section 1.409A-3(i)(5) without the consent of the Grantee.

SECTION 8. NATURE OF GRANT; NO ENTITLEMENT; NO CLAIM FOR COMPENSATION

The Grantee, in accepting the grant of Restricted Stock Units, represents and acknowledges the following:

- (a) The Plan is established voluntarily by the Company, it is discretionary in nature and may be modified, amended, suspended or terminated by the Company at any time.
- (b) The grant of the Restricted Stock Units is voluntary and occasional and does not create any contractual or other right to receive future grants of awards, or benefits in lieu of awards, even if awards have been granted repeatedly in the past.
- (c) All decisions with respect to future grants, if any, shall be at the sole discretion of the Committee.
- (d) Any Shares acquired under the Plan are extraordinary items that are outside the scope of the Grantee's employment agreement (if any) and are not part of the Grantee's normal or expected compensation or salary for any purpose, including, but not limited to, calculating any severance, resignation, termination, redundancy, end of service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments.
- (e) Any Shares subject to the Restricted Stock Units are not intended to replace any pension rights or compensation.
- (f) The Grantee has not been induced to participate in the Plan by any expectation of employment or continued employment with the Company or any of its affiliates or Subsidiaries.
- (g) In the event that the Grantee's employer is not the Company, the grant of the Restricted Stock Units shall not be interpreted to form an employment contract or relationship with the Company and, furthermore, the grant of the Restricted Stock Units shall not be interpreted to form an employment contract with the Grantee's employer or any affiliate or subsidiary thereof.

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(h) The future value of the underlying Shares is unknown and cannot be predicted with certainty. If the Grantee vests in the Restricted Stock Units, the value of any acquired Shares may increase or decrease. The Grantee understands that the Company is not responsible for any foreign exchange fluctuation between the United States dollar and the Grantee's local currency that may affect the value of the underlying Shares.

(i) In consideration of the grant of the Restricted Stock Units, no claim or entitlement to compensation or damages shall arise from forfeiture of the Restricted Stock Units or diminution in value of the Restricted Stock Units or any of the Shares issuable under the Restricted Stock Units from termination of the Grantee's employment by the Company or his or her employer, as applicable (and for any reason whatsoever and whether or not in breach of contract or local labor laws) or notice to terminate employment having been given by the Grantee or the Grantee's employer, and the Grantee irrevocably releases his or her employer, the Company and its affiliates and Subsidiaries, as applicable, from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, then, by accepting this Agreement, the Grantee shall be deemed to have irrevocably waived the Grantee's entitlement to pursue such claim.

SECTION 9. DATA PRIVACY

(a) The Grantee hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Grantee's personal data as described in this Agreement by and among, as applicable, the Grantee's employer, the Company or any of its Subsidiaries and affiliates for the exclusive purpose of implementing, administering and managing the Grantee's participation in the Plan.

(b) The Grantee understands that the Grantee's employer, the Company and its Subsidiaries and affiliates, as applicable, hold certain personal information about the Grantee regarding the Grantee's employment, the nature and amount of the Grantee's compensation and the fact and conditions of the Grantee's participation in the Plan, including, but not limited to, the Grantee's name, home address, telephone number and e-mail address, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company and its affiliates, details of all options, restricted stock awards or units, performance units or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in the Grantee's favor, for the purpose of implementing, administering and managing the Plan (the "Data").

(c) The Grantee understands that the Data may be transferred to the Company, any Subsidiary, an affiliate and any third parties assisting in the implementation, administration and management of the Plan, including without limitation a stock plan administrator for on-line administration of the Plan, that these recipients may be located in the Grantee's country, or elsewhere, and that the recipient's country may have different data privacy laws and protections than the Grantee's country. The Grantee understands that the Grantee may request a list with the names and addresses of any potential recipients of the Data by contacting the Grantee's local human resources representative. The Grantee authorizes the recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing the Grantee's participation in the Plan, including any requisite transfer of such Data as may be required to a broker or other third party. The Grantee understands that the Data shall be held only as long as is necessary to implement, administer and manage the Grantee's participation in the Plan. The Grantee understands that the Grantee may, at any time, view the Data, request additional information about the storage and processing of the Data, require any necessary

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amendments to the Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing the Grantee's local human resources representative. The Grantee understands, however, that refusing or withdrawing the Grantee's consent may affect the Grantee's ability to participate in the Plan. For more information on the consequences of refusal to consent or withdrawal of consent, the Grantee understands that the Grantee may contact the Grantee's local human resources representative.

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EXHIBIT A

Vesting and Restrictions

This grant is subject to Time-Based Restrictions, as described below (the "Period of Restriction").

Time-Based Restrictions

Except as otherwise provided by this Agreement, in order for any Restricted Stock Units to vest, the Grantee must remain continuously employed by the Company or its Subsidiary from the Grant Date through each corresponding Vesting Date, as indicated in the chart below.

Vesting Date	Portion of Restricted Stock Units Granted
February 28, 2025	One-third
February 28, 2026	One-third
February 28, 2027	One-third

The portion of the Number of Restricted Stock Units Granted indicated next to each Vesting Date shall vest on such indicated Vesting Date (such vesting schedule referred to as the "Time-Based Restrictions").

EXHIBIT B

Vesting and Restrictions

The Performance Stock Units are subject to both a Performance Restriction and a Time-Based Restriction, as described below (collectively, the "Period of Restriction").

Performance Restriction

1. MEASUREMENT PERIOD

Subject to the terms and conditions hereof and of the Plan, the Portion of Performance Stock Units Eligible to be Earned (as set forth in the table below) for the Period 3 Measurement Period (as set forth in the table below) are subject to the performance restrictions set forth below during the Measurement Period (the "Performance Restrictions").

Measurement Period	Measurement Period Start Date	Measurement Period End Date	Portion of Performance Stock Units Eligible to be Earned
Period 3	January 1, 2024	December 31, 2024	One-third of the Performance Stock Units granted

2. PERFORMANCE GOALS

(a) The Performance Restrictions have been established by the Compensation Committee of the Board of Directors of the Company (the "Committee"). The Committee may equitably adjust the Performance Restrictions below in the event a pandemic, force majeure event or similar event over which the Company has no control renders the Performance Goals ineffective.

(b) [REDACTED]

(c) After the end of the Period 3 Measurement Period, the Company will determine (and the Committee will certify) the total Performance Stock Units earned for such Measurement Period (based on the Portion of Performance Stock Units Eligible to be Earned for such Measurement Period), provided, however, the total Performance Stock Units earned for a Measurement Period, if any, shall remain subject to the Time-Based Restriction described in Section 4 below.

(d) The term "Revenue Growth" means the year over year percentage increase for the Measurement Period of GAAP revenue as reported in the Company's Annual Report on Form 10-K, excluding the impact of fluctuations in foreign currency exchange rates for the current period compared to an adjusted revenue base for the 2023 calendar year period, and excluding revenues from the Company's non-strategic businesses in the Company's corporate and other segment.

(e) The term “EPS Growth” means the year over year percentage increase for the Measurement Period in percentage of adjusted earnings per share growth as reported in the Company’s year-end earnings schedules compared to a normalized prior year base of \$4.44.

3. TSR MODIFIER

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(a) After the end of each Measurement Period, the total Performance Stock Units earned for a Measurement Period in accordance with Section 2 above, if any, shall be adjusted by applying a TSR modifier to the Performance Stock Units earned for such Measurement Period. The TSR Modifier is based on the Company’s Relative TSR Percentile Rank for the Measurement Period compared to the TSR of the S&P 500 companies, as described below. For the avoidance of doubt, the maximum amount of the Portion of Performance Stock Units Eligible to be Earned for each Measurement Period may not exceed 230% of the Portion of Performance Stock Units Eligible to be Earned for each Measurement Period. Following the application of the TSR Modifier to the total Performance Stock Units earned for a Measurement Period in accordance with Section 2 above, then such earned Performance Stock Units, as modified by the TSR Modifier, shall be deemed to have satisfied the Performance Restriction described above (the “Banked Performance Stock Units”); provided, however, the Banked Performance Stock Units shall remain subject to the Time-Based Restriction described below.

TSR Modifier Structure	
Percentile Performance	Modifier
>=75 th percentile	+15%*
26 th to 74 th percentile	No adjustment
<=25 th percentile	-15%*

*multiplied by the total Performance Stock Units earned for each Measurement Period

(b) For all Measurement Periods subject to this Grant, the peer group (the “Peer Group”) consists of the shares of the companies that are included in the S&P 500 index (the “Index”) at the Measurement Period Start Date of the Period 1 Measurement Period, as reflected in Exhibit A of the Performance Stock Unit Award Agreement applicable to this Grant. If the shares of a company are removed from the Index due to bankruptcy or insolvency during a Measurement Period, the shares of that company will not be removed from the Peer Group. If the shares of a company in the Peer Group are removed from the Index due to merger, acquisition or other corporate action during a Measurement Period, the shares of the company removed from the Index will be removed from the Peer Group for a Measurement Period only where the date of removal from the Index occurs prior to the Measurement Period End Date of a Measurement Period.

(c) The calculation of the TSR for purposes of determining the TSR modifier for a Measurement Period is the average daily closing price per share for the last twenty (20) trading days of the Measurement Period (the “Ending Stock Price”) minus the average daily closing price per share for the last twenty (20) trading days immediately preceding the Measurement Period Start Date (the “Beginning Stock Price”), plus Reinvested Dividends, with the resulting amount divided by the Beginning Stock Price. “Reinvested Dividends” will be calculated by multiplying (i) the aggregate number of shares (including fractional shares) that could have been purchased during the Measurement Period had each cash dividend paid on a single share during that period been immediately reinvested in additional shares (or fractional shares) at the closing selling price per share on the applicable dividend payment date by (ii) the average daily closing price per share calculated for the entire duration of the Measurement Period. Each of the foregoing amounts will be equitably adjusted for stock splits, stock dividends, recapitalizations and other similar events affecting Shares of the Company and the shares of the companies in the Peer Group. For companies in the Peer Group that are not on a calendar fiscal year, the TSR modifier will be measured consistent with the Company’s calendar fiscal year. For the avoidance of doubt, the TSR modifier formula is:

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$$\text{TSR} = \frac{(\text{Ending Stock Price} - \text{Beginning Stock Price}) + \text{Reinvested Dividends}}{\text{Beginning Stock Price}}$$

Any Performance Stock Units that fail to be earned in a Measurement Period based on the satisfaction of the Performance Restriction for a Measurement Period shall be immediately forfeited to the Company.

Time-Based Restriction

4. TIME-BASED RESTRICTION

Except as otherwise provided by the 2022 Annual PSU Agreement, for any Banked Performance Stock Units to vest, the Grantee must remain continuously employed by the Company from the Grant Date through the third anniversary of the Grant Date (the "Time-Based Restriction").

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EXHIBIT B-HC

Vesting and Restrictions

The Performance Stock Units are subject to both a Performance Restriction and a Time-Based Restriction, as described below (collectively, the "Period of Restriction").

Performance Restriction

1. MEASUREMENT PERIOD

Subject to the terms and conditions hereof and of the Plan, the Portion of Performance Stock Units Eligible to be Earned (as set forth in the table below) for the Period 3 Measurement Period (as set forth in the table below) are subject to the performance restrictions set forth below during the Measurement Period (the "Performance Restrictions").

Measurement Period	Measurement Period Start Date	Measurement Period End Date	Portion of Performance Stock Units Eligible to be Earned
Period 3	January 1, 2024	December 31, 2024	One-third of the Performance Stock Units granted

2. PERFORMANCE GOALS

(a) The Performance Restrictions have been established by the Compensation Committee of the Board of Directors of the Company (the "Committee"). The Committee may equitably adjust the Performance Restrictions below in the event a pandemic, force majeure event or similar event over which the Company has no control renders the Performance Goals ineffective.

(b) [REDACTED]

(c) After the end of the Period 3 Measurement Period, the Company will determine (and the Committee will certify) the total Performance Stock Units earned for such Measurement Period (based on the Portion of Performance Stock Units Eligible to be Earned for such Measurement Period), provided, however, the total Performance Stock Units earned for a Measurement Period, if any, shall remain subject to the Time-Based Restriction described in Section 4 below.

- (d) The term “Revenue Growth” means the year over year percentage increase for the Measurement Period of GAAP revenue as reported in the Company’s Annual Report on Form 10-K, excluding the impact of fluctuations in foreign currency exchange rates for the current period compared to an adjusted revenue base for the 2023 calendar year period, and excluding revenues from the Company’s non-strategic businesses in the Company’s corporate and other segment.
- (e) The term “EPS Growth” means the year over year percentage increase for the Measurement Period in percentage of adjusted earnings per share growth as reported in the Company’s year-end earnings schedules compared to a normalized prior year base of \$4.44.

3. TSR MODIFIER

- (a) After the end of each Measurement Period, the total Performance Stock Units earned for a Measurement Period in accordance with Section 2 above, if any, shall be adjusted by applying a TSR modifier to the Performance Stock Units earned for such Measurement Period. The TSR Modifier is based on the Company’s Relative TSR Percentile Rank for the Measurement Period compared to the TSR of the S&P 500 companies, as described below. For the avoidance of doubt, the maximum amount of the Portion of Performance Stock Units Eligible to be Earned for each Measurement Period may not exceed 230% of the Portion of Performance Stock Units Eligible to be Earned for each Measurement Period. Following the application of the TSR Modifier to the total Performance Stock Units earned for a Measurement Period in accordance with Section 2 above, then such earned Performance Stock Units, as modified by the TSR Modifier, shall be deemed to have satisfied the Performance Restriction described above (the “Banked Performance Stock Units”); provided, however, the Banked Performance Stock Units shall remain subject to the Time-Based Restriction described below.

TSR Modifier Structure	
Percentile Performance	Modifier
>=75 th percentile	+15%*
26 th to 74 th percentile	No adjustment
<=25 th percentile	-15%*

*multiplied by the total Performance Stock Units earned for each Measurement Period

- (b) For all Measurement Periods subject to this Grant, the peer group (the “Peer Group”) consists of the shares of the companies that are included in the S&P 500 index (the “Index”) at the Measurement Period Start Date of the Period 1 Measurement Period, as reflected in Exhibit A of the Performance Stock Unit Award Agreement applicable to this Grant. If the shares of a company are removed from the Index due to bankruptcy or insolvency during a Measurement Period, the shares of that company will not be removed from the Peer Group. If the shares of a company in the Peer Group are removed from the Index due to merger, acquisition or other corporate action during a Measurement Period, the shares of the company removed from the Index will be removed from the Peer Group for a Measurement Period only where the date of removal from the Index occurs prior to the Measurement Period End Date of a Measurement Period.
- (c) The calculation of the TSR for purposes of determining the TSR modifier for a Measurement Period is the average daily closing price per share for the last twenty (20) trading days of the Measurement Period (the “Ending Stock Price”) minus the average daily closing price per share for the last twenty (20) trading days immediately preceding the Measurement Period Start Date (the “Beginning Stock Price”), plus Reinvested Dividends, with the resulting amount divided by the Beginning Stock Price. “Reinvested Dividends” will be calculated by multiplying (i) the aggregate number of shares (including fractional shares) that could have been purchased during the Measurement Period had each cash dividend paid on a single share during that period been immediately reinvested in additional shares (or fractional shares) at the closing selling price per share on the applicable dividend payment date by (ii) the average daily closing price per share calculated for the entire duration of the Measurement Period. Each of the foregoing amounts will be equitably adjusted for stock splits, stock dividends, recapitalizations and other similar events affecting Shares of the Company and the shares of the companies in the Peer Group. For companies in the Peer Group that are not on a calendar fiscal year, the

TSR modifier will be measured consistent with the Company's calendar fiscal year. For the avoidance of doubt, the TSR modifier formula is:

$$\text{TSR} = \frac{(\text{Ending Stock Price} - \text{Beginning Stock Price}) + \text{Reinvested Dividends}}{\text{Beginning Stock Price}}$$

Any Performance Stock Units that fail to be earned in a Measurement Period based on the satisfaction of the Performance Restriction for a Measurement Period shall be immediately forfeited to the Company.

Time-Based Restriction

4. TIME-BASED RESTRICTION

Except as otherwise provided by the 2022 High Contributor PSU Agreement, for any Banked Performance Stock Units to vest, the Grantee must remain continuously employed by the Company from the Grant Date through the third anniversary of the Grant Date (the "Time-Based Restriction").

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Exhibit 31.1

CERTIFICATIONS

I, Stephanie Ferris, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Fidelity National Information Services, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
 - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 7, August 6, 2024

By: /s/ Stephanie Ferris
Stephanie Ferris
Chief Executive Officer

Exhibit 31.2

CERTIFICATIONS

I, James Kehoe, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Fidelity National Information Services, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
 - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 7, August 6, 2024

By: /s/ James Kehoe
James Kehoe
Chief Financial Officer

Exhibit 32.1

CERTIFICATION OF PERIODIC FINANCIAL REPORTS PURSUANT TO 18 U.S.C. §1350

The undersigned hereby certifies that he is the duly appointed and acting Chief Executive Officer of Fidelity National Information Services, Inc., a Georgia corporation (the "Company"), and hereby further certifies as follows.

1. The periodic report containing financial statements to which this certificate is an exhibit fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934.
2. The information contained in the periodic report to which this certificate is an exhibit fairly presents, in all material respects, the financial condition and results of operations of the Company.

In witness whereof, the undersigned has executed and delivered this certificate as of the date set forth opposite his signature below.

Date: May 7, August 6, 2024

By: /s/ Stephanie Ferris

Stephanie Ferris

Chief Executive Officer

Exhibit 32.2

CERTIFICATION OF PERIODIC FINANCIAL REPORTS PURSUANT TO 18 U.S.C. §1350

The undersigned hereby certifies that he is the duly appointed and acting Chief Financial Officer of Fidelity National Information Services, Inc., a Georgia corporation (the "Company"), and hereby further certifies as follows.

1. The periodic report containing financial statements to which this certificate is an exhibit fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934.
2. The information contained in the periodic report to which this certificate is an exhibit fairly presents, in all material respects, the financial condition and results of operations of the Company.

In witness whereof, the undersigned has executed and delivered this certificate as of the date set forth opposite his signature below.

Date: May 7, August 6, 2024

By: /s/ James Kehoe

James Kehoe

Chief Financial Officer

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