

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

**FORM 8-K**

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

Date of Report (Date of earliest event reported): December 15, 2022 (December 14, 2022)

**Fidelity National Information Services, Inc.**

(Exact Name of Registrant as Specified in its Charter)

<b>Georgia</b> (State or Other Jurisdiction of Incorporation)	<b>1-16427</b> (Commission File Number)	<b>37-1490331</b> (IRS Employer Identification No.)
<b>347 Riverside Avenue</b> <b>Jacksonville, Florida</b> (Address of Principal Executive Offices)		<b>32202</b> (Zip Code)

**Registrants' Telephone Number, including Area Code: (904) 438-6000**

**N/A**  
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

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

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

<b>Title of each class</b>	<b>Trading Symbol(s)</b>	<b>Name of each exchange on which registered</b>
Common Stock, par value \$0.01 per share	FIS	New York Stock Exchange
0.125% Senior Notes due 2022	FIS22C	New York Stock Exchange
0.750% Senior Notes due 2023	FIS23A	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 is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (\$230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

#### **Item 1.01. Entry into a Material Definitive Agreement.**

On December 14, 2022, Fidelity National Information Services, Inc. (“FIS” or the “Company”) entered into a Cooperation Agreement (the “Agreement”) with D. E. Shaw Oculus Portfolios, L.L.C. and D. E. Shaw Valence Portfolios, L.L.C., affiliates of D. E. Shaw & Co., L.P. (collectively, “D. E. Shaw”).

Pursuant to the Agreement, the Board of Directors of the Company (the “Board”) has appointed Mark Ernst (the “New Director”) as a member of the Board effective December 19, 2022, with an initial term expiring at the Company’s 2023 annual meeting of shareholders (the “2023 Annual Meeting”), and will nominate the New Director for election as a director of the Company at the 2023 Annual Meeting, with term expiring at the Company’s 2024 annual meeting of stockholders (the “2024 Annual Meeting”). The New Director will join the Compensation Committee of the Board. Under the terms of the Agreement, D. E. Shaw has agreed to abide by customary standstill restrictions (subject to certain exceptions set forth therein from the date of the Agreement until the date that is thirty (30) calendar days prior to the notice deadline under the Company’s Fifth Amended and Restated Bylaws for the nomination by shareholders of non-proxy access director candidates for election to the Board at the 2024 Annual Meeting (such period, the “Cooperation Period”). Such standstill restrictions are as set forth in the Agreement.

Under the Agreement, D. E. Shaw has also agreed to the voting commitments set forth in the Agreement, with D. E. Shaw able to vote in its sole discretion on any proposal with respect to an extraordinary transaction (as defined in the Agreement).

The foregoing description is qualified in its entirety by reference to the Agreement, a copy of which is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

#### **Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

The information set forth in Item 1.01 of this Current Report on Form 8-K is incorporated into this Item 5.02 by reference.

##### *Director Appointments*

Pursuant to the Cooperation Agreement, effective December 19, 2022, the New Director was appointed to the Board, with an initial term expiring at the 2023 Annual Meeting. The Board has affirmatively determined that the New Director is “independent” under the rules of the New York Stock Exchange and the rules and regulations of the U.S. Securities Exchange Act of 1934, as amended (the “Exchange Act”).

The New Director will receive compensation consistent with that received by the Company’s other non-employee directors, as described in the Company’s proxy statement on Schedule 14A for the 2022 Annual Meeting, as filed with the U.S. Securities and Exchange Commission on April 15, 2022, and as revised on May 16, 2022 (the “2022 Proxy Statement”), provided that the initial award of restricted stock units granted to the New Director will be prorated based on the number of days remaining until the 2023 annual meeting of shareholders of the Company.

The New Director will serve on the Compensation Committee of the Board. There are no arrangements or understandings between the New Director and any other person pursuant to which the New Director was appointed as a director other than with respect to the matters referred to in Item 1.01. At this time, there are no transactions in which any of the New Director has or will have an interest that would be required to be disclosed pursuant to Item 404(a) of Regulation S-K under the Exchange Act.

##### *Departure of the Chief Executive Officer and Chairman of the Board*

On December 15, 2022, the Company announced that Gary A. Norcross will depart as Chief Executive Officer of the Company, as Chairman of the Board, as a member of Board and as a member of the Executive Committee of the Board, effective December 16, 2022. The Board has determined to implement an independent Board Chairman structure instead of appointing Mr. Norcross as Executive Chairman on January 1, 2023, as contemplated

by his amended and restated employment agreement with the Company, dated October 17, 2022. As a result, Mr. Norcross would have been entitled to resign his employment with the Company for good reason under his employment agreement. In order to ensure a smooth transition, the Company and Mr. Norcross entered into a separation agreement pursuant to which Mr. Norcross agreed to resign from all of his positions with the Company and its affiliates, effective December 16, 2022, to re-affirm his existing restrictive covenants with the Company that survive his termination of employment and commit to certain new restrictive covenants concerning return of property and nondisparagement, to provide post-separation cooperation (including transition support) and to execute a release of claims in favor of the Company and its affiliates (including a waiver of any claims to the restricted stock unit award that was to be granted to him in 2022 in connection with his transition to Executive Chairman). In consideration for the foregoing agreements, Mr. Norcross will receive separation benefits generally consistent with those contemplated by his existing employment agreement upon a resignation for good reason, as described in the 2022 Proxy Statement, as well as continued administrative support until December 31, 2024 and, in response to certain threats made against Mr. Norcross, continued security monitoring and security until December 31, 2023.

#### *Appointment of New Chief Executive Officer and Independent Chairman of the Board*

On December 15, 2022, the Company announced that Stephanie L. Ferris, President and incoming Chief Executive Officer of the Company, and a member of the Board, has been appointed as Chief Executive Officer of the Company effective December 16, 2022. The information set forth under Item 5.02 of the Company's Current Report on Form 8-K, filed with the U.S. Securities and Exchange Commission on February 8, 2022, is incorporated by reference in its entirety herein. None of the entities where Ms. Ferris carried out her principal occupations or employment during the past five (5) years was an affiliate of the Company; Ms. Ferris served as Chief Financial Officer of Worldpay, Inc. prior to the effective time of its acquisition by the Company on July 31, 2019. Ms. Ferris has served as President of the Company since February 8, 2022. On October 18, 2022, the Company announced that Ms. Ferris was appointed to the Board, effective October 18, 2022, and was selected as incoming Chief Executive Officer to succeed Mr. Norcross. The information set forth in paragraphs three through six under Item 5.02 of the Company's Current Report on Form 8-K, filed with the U.S. Securities and Exchange Commission on October 19, 2022, is incorporated by reference in its entirety herein, except that Ms. Ferris's appointment as Chief Executive Officer and the effective date of her amended and restated employment agreement providing for her appointment as Chief Executive Officer, are amended to be December 16, 2022.

Also on December 15, 2022, the Company announced that Jeffrey A. Goldstein, Lead Independent Director of the Company and a member of the Board, has been appointed as Independent Chairman of the Board effective December 16, 2022.

#### **Item 7.01. Regulation FD Disclosure.**

On December 15 2022, the Company issued a press release announcing the Company's entry into the Cooperation Agreement and related matters described in Item 1.01 and Item 5.02, as well as a press release announcing the Company's leadership transition and related matters described in Item 5.02. A copy of each press release is attached as Exhibit 99.1 and Exhibit 99.2, respectively.

#### **Item 9.01. Financial Statements and Exhibits.**

##### (d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	<a href="#">Cooperation Agreement, dated as of December 14, 2022, by and among the Company and D. E. Shaw.</a>
99.1	<a href="#">Press release issued by the Company on December 15, 2022 announcing comprehensive assessment.</a>
99.2	<a href="#">Press release issued by the Company on December 15, 2022 announcing leadership transition.</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

**SIGNATURE**

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

Date: December 15, 2022

**Fidelity National Information Services, Inc.**

(Registrant)

By: /s/ Chip Keller

Name: Chip Keller

Title: Senior Vice President, Senior Deputy General Counsel and  
Corporate Secretary

## COOPERATION AGREEMENT

This Cooperation Agreement (this “**Agreement**”), dated as of December 14, 2022, is by and among Fidelity National Information Services, Inc., a Georgia corporation (the “**Company**”), and the limited liability companies executing this Agreement on the signature pages hereto (such limited liability companies collectively, the “**D. E. Shaw Parties**”).

WHEREAS, the Company and the D. E. Shaw Parties have engaged in certain discussions concerning the Company; and

WHEREAS, the Company and the D. E. Shaw Parties desire to enter into an agreement regarding the appointment of a new independent director (selected in accordance with the terms hereof) to the Board of Directors of the Company (the “**Board**”) and certain other matters, in each case, on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of and reliance upon the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the D. E. Shaw Parties and the Company agree as follows:

**1. Board of Directors.**

(a) **New Director.** As promptly as practicable following the date hereof and in no event later than two (2) business days after the date hereof, the Board and all applicable committees thereof shall take (or shall have taken) such actions as are necessary to appoint Mark Ernst (the “**New Director**”) as a member of the Board with an initial term commencing December 19, 2022 and expiring at the Company’s 2023 annual meeting of shareholders (the “**2023 Annual Meeting**”). The Company further agrees that the Board and all applicable committees thereof shall take such actions as are necessary to nominate the New Director for election as a director of the Company at the 2023 Annual Meeting, together with the other persons included in the Board’s slate of nominees for election as directors at the 2023 Annual Meeting, with terms expiring at the Company’s 2024 annual meeting of shareholders (the “**2024 Annual Meeting**”), and will (i) recommend that the shareholders of the Company vote to elect the New Director as a director of the Company at the 2023 Annual Meeting and (ii) use its reasonable best efforts to support and solicit proxies for the election of the New Director to serve for a one-year term in the same manner in which the Company supports and solicits proxies for its other nominees up for election in connection with the 2023 Annual Meeting. The Board and all applicable committees thereof, based on information provided by the D. E. Shaw Parties and the New Director, have determined, on or prior to the date hereof, that the New Director (A) qualifies as an “independent director” under the applicable rules of the New York Stock Exchange and the rules and regulations of the SEC and (B) satisfies the guidelines and policies with respect to service on the Board applicable to all non-management directors (including the requirements set forth in Section 1(e) hereof).

(b) **New Director Information.** The D. E. Shaw Parties acknowledge that, prior to the appointment of the New Director to the Board and prior to the nomination of the New Director for election at the 2023 Annual Meeting, the New Director must provide (i) any information the Company reasonably requests in connection with such appointment or nomination, including completion of the Company's standard D&O questionnaire and other customary onboarding documentation and an executed consent to be named as a nominee in the Company's proxy statement and to serve as a director if so elected for the full term for which the New Director is elected at any future annual meeting of the Company's shareholders (an "**Annual Meeting**"), in each case, as provided by the Company (for the avoidance of doubt, the Company hereby agrees to provide all such information in connection with the 2023 Annual Meeting to the New Director no later than the date on which such information is provided to the Company's other non-management directors), (ii) information requested by the Company that is required to be disclosed in a proxy statement or other filing under applicable law, stock exchange rules or listing standards or as may be requested or required by any regulatory or governmental authority having jurisdiction over the Company or any of its Affiliates, (iii) information reasonably requested by the Company in connection with assessing the New Director's eligibility to serve on the Board and independence, (iv) such written consents reasonably requested by the Company for the conduct of the Company's vetting procedures generally applicable to non-management directors of the Company and the execution of any documents required by the Company of non-management directors of the Company to assure compliance with the matters referenced in Section 1(e) and (v) such other information reasonably requested by the Company including (A) an acknowledgment from the New Director that he intends to serve for the full term for which he is appointed or elected at any Annual Meeting (including any term to which he would be elected at the 2023 Annual Meeting) and (B) such information as is necessary or appropriate for the Company or its agents to perform a background check in the manner generally performed for non-management directors of the Company, including an executed consent to such background check.

(c) **New Director Agreements, Arrangements and Understandings.** The D. E. Shaw Parties agree that neither they nor any of their controlled Affiliates (i) has paid or will pay any compensation to the New Director in connection with such person's service on the Board or any committee thereof or (ii) has or will have any agreement, arrangement, or understanding, written or oral, with the New Director regarding such person's service on the Board or any committee thereof. The D. E. Shaw Parties further represent and warrant that they are not a party to any written agreement, arrangement, or understanding with the New Director regarding the Company or the Board that has not been disclosed to the Company.

(d) **Standing Committee Appointments.** Effective upon the appointment of the New Director to the Board, the Board and all applicable committees thereof shall take all necessary actions to appoint the New Director to the Compensation Committee of the Board. In accordance with the immediately preceding sentence, the Board and all applicable committees thereof shall take all necessary actions to maintain the New Director as a member of such committee for the duration of the Cooperation Period (as defined below); provided, that, for the duration of the Cooperation Period, the New Director remains eligible to serve on such committee under the applicable rules and regulations of the New York Stock Exchange and the SEC and the committee's charter as in effect on the date hereof.

(e) **Company Policies.** The parties hereto acknowledge that the New Director, upon election or appointment to the Board, as applicable, will be governed by the same protections and obligations as other non-management directors of the Company regarding confidentiality, conflicts of interest, related person transactions, fiduciary duties, codes of conduct, trading and disclosure, director resignation, and other governance guidelines and policies of the Company, including the

Company's Amended and Restated Articles of Incorporation (as amended) or the Company's Fifth Amended and Restated Bylaws (collectively, the "**Organizational Documents**") and the Company's Corporate Governance Guidelines (collectively, "**Company Policies**"), and shall have the same rights and benefits, including, without limitation, with respect to insurance, indemnification, preparation and filing with the SEC, at the Company's expense, any Forms 3, 4 and 5 under Section 16 of the Exchange Act, compensation and fees, as are applicable to all non-management directors of the Company. The Company agrees and acknowledges that no Company Policy does, and at no time during the Cooperation Period will, prohibit any member of the Board from communicating with the D. E. Shaw Parties, subject to such director's compliance with applicable law, observance of his confidentiality obligations, fiduciary duties and obligations to the Company and other Company policies and practices generally applicable to non-management directors of the Company.

(f) **Termination.** The Company's obligations under this Section 1 shall terminate, and the D. E. Shaw Parties shall have no rights under this Section 1, upon any material breach of this Agreement by any D. E. Shaw Party or other Restricted Person (as defined below) acting on behalf of a D. E. Shaw Party upon five (5) business days' written notice by the Company to the D. E. Shaw Parties and if such breach has not been cured within five (5) business days of the D. E. Shaw Parties' receipt of such written notice; provided, that the Company (i) specifies in such written notice, in reasonable detail, the material breach upon which it is relying to terminate its obligations under this Section 1 and (ii) is not in material breach of this Agreement at the time such notice is given or prior to the end of the notice period.

(g) **Replacement New Director.** Subject to the following sentence of this Section 1(g), if the New Director is unable or unwilling to serve as a director, resigns as a director, is removed as a director or ceases to be a director for any reason prior to the expiration of the Cooperation Period and at such time the D. E. Shaw Parties have aggregate beneficial ownership of the shares of Common Stock equivalent to a "net long position" of at least fifty percent (50%) of the then outstanding shares of Common Stock beneficially owned by the D. E. Shaw Parties as of the date of this Agreement (the "**Minimum Ownership Threshold**") as set forth in the Beneficial Ownership Email (as defined below), the Company and the D. E. Shaw Parties shall cooperate to identify and mutually agree upon a substitute director unaffiliated with the D. E. Shaw Parties that is mutually acceptable to the Company and the D. E. Shaw Parties (the "**Replacement New Director**"), and the Board and all applicable committees thereof shall take (or shall have taken) such actions as are necessary to appoint the Replacement New Director to serve as a director of the Company and as a member of each committee on which the replaced New Director served for the remainder of the New Director's term; provided, that such Replacement New Director satisfies any applicable requirements for serving on such committees of which the applicable New Director was a member. Effective upon the appointment of the Replacement New Director to the Board, such Replacement New Director will be considered a New Director for all purposes of this Agreement from and after such appointment. Prior to the appointment of the Replacement New Director pursuant to this Section 1(g), the Board (and all applicable committees thereof) shall have determined that such Replacement New Director (A) qualifies as an "independent director" under the applicable rules of the New York Stock Exchange and the rules and regulations of the SEC, and (B) satisfies the guidelines and policies with respect to service on the Board applicable to all non-management directors (including the requirements set forth in Section 1(e)).

## 2. Cooperation.

(a) Non-Disparagement. Each of the D. E. Shaw Parties and the Company agrees that, from the date of this Agreement until the date that is thirty (30) calendar days prior to the notice deadline under the Company's Fifth Amended and Restated Bylaws for the nomination by shareholders of non-proxy access director candidates for election to the Board at the 2024 Annual Meeting (such period, the "**Cooperation Period**"), the Company and the D. E. Shaw Parties shall refrain from making, and shall cause each of their respective controlled Affiliates and each of their and their controlled Affiliates' respective principals, directors, members, general partners, officers and employees (collectively, "**Covered Persons**") acting on their behalf not to make or cause to be made any statement or announcement that constitutes an ad hominem attack on, or that otherwise disparages, defames, slanders, impugns or calls into disrepute (i) in the case of any such statements or announcements by the D. E. Shaw Parties or their Covered Persons: the Company and its Affiliates or any of its or their respective current or former Covered Persons (provided, that nothing herein shall prevent the D. E. Shaw Parties or their Covered Persons from making any statement or announcement unrelated to (and which does not reference in any way) the Company, its business, or the Board concerning Covered Persons of the Company and its Affiliates), and (ii) in the case of any such statements or announcements by the Company or its Covered Persons: the D. E. Shaw Parties and their Affiliates or any of its or their respective current or former Covered Persons (provided, that nothing herein shall prevent the Company or its Covered Persons from making any statement or announcement unrelated to (and which does not reference in any way) the D. E. Shaw Parties or their business concerning Covered Persons of the D. E. Shaw Parties), in each case, including (A) in any statement (oral or written), document, or report filed with, furnished, or otherwise provided to the SEC or any other governmental or regulatory authority, (B) in any press release or other publicly available format and (C) to any journalist or member of the media (including in a television, radio, newspaper, or magazine interview or podcast, Internet or social media communication). The foregoing shall not (x) restrict the ability of any person to comply with any subpoena, legal requirement, or other legal process or to respond to a request for information from any governmental or regulatory authority with jurisdiction over the party from whom information is sought or to enforce such person's rights hereunder or (y) apply to any private communications (1) among the D. E. Shaw Parties and their Affiliates, Covered Persons and Representatives (in their respective capacities as such), on the one hand, and among the Company and its Affiliates, Covered Persons and Representatives (in their respective capacities as such), on the other hand, or (2) by the D. E. Shaw Parties or their Affiliates to their limited partner investors or potential limited partner investors (provided, that, in the case of this clause (y)(2), any such private communications are limited to factual statements that do not otherwise violate the terms of this Section 2(a), are consistent with prior practice, and are expressly understood and agreed to be private communications), in each case, so long as such communications are not intended to, and would not reasonably be expected to, require the Company or the D. E. Shaw Parties to make public disclosure (of any kind) with respect thereto.

(b) Voting. During the Cooperation Period, the D. E. Shaw Parties will cause all of the Common Stock that the D. E. Shaw Parties or any of their controlled Affiliates has the right to vote (or to direct the vote) as of the applicable record date, to be present in person or by proxy for quorum purposes and to be voted at any meeting of shareholders of the Company or at any adjournments or postponements thereof, (i) in favor of each director nominated and recommended by the Board for election at any Annual Meeting or, if applicable, any other meeting of

shareholders of the Company held during the Cooperation Period, (ii) against any shareholder nominations for directors that are not approved and recommended by the Board for election at any such meeting, (iii) against any proposals or resolutions to remove any member of the Board, and (iv) in the sole discretion of the D. E. Shaw Parties, either (A) in accordance with the recommendations by the Board on all other proposals or business that may be the subject of a shareholder vote at such meetings or (B) in direct proportion to the manner in which all shareholders of the Company (other than the D. E. Shaw Parties and their controlled Affiliates, the Company and its controlled Affiliates, and the directors and officers of the Company) vote in respect of all other proposals or business that may be the subject of a shareholder vote at such meetings; provided, that the D. E. Shaw Parties and their Affiliates shall be permitted to vote in their sole discretion on any proposal with respect to an Extraordinary Transaction.

(c) Standstill. During the Cooperation Period, the D. E. Shaw Parties will not, and will cause their controlled Affiliates and their collective Covered Persons acting on their behalf (collectively with the D. E. Shaw Parties, the “**Restricted Persons**”) to not, directly or indirectly, without the prior consent, invitation, or authorization of the Company or the Board, in each case, in writing:

(i) acquire, or offer or agree to acquire, by purchase or otherwise, or direct any Third Party in the acquisition of record or beneficial ownership of any shares of Common Stock or securities convertible into shares of Common Stock, or engage in any swap or hedging transactions or other derivative agreements of any nature with respect to any shares of Common Stock or securities convertible into shares of Common Stock, in each case, if such acquisition, offer, agreement or transaction would result, if consummated, in the D. E. Shaw Parties (together with their Affiliates) having beneficial ownership of, or aggregate economic or voting exposure to, more than 7.5% of the Common Stock outstanding at such time;

(ii) (A) call or seek to call (publicly or otherwise), alone or in concert with others, a meeting of the Company’s shareholders (or the setting of a record date therefor), (B) seek, alone or in concert with others, election or appointment to, or representation on, the Board or nominate or propose the nomination of, or recommend the nomination of, any candidate to the Board, except as expressly set forth in Section 1, (C) make or be the proponent of any shareholder proposal to the Company or the Board or any committee thereof, (D) seek, alone or in concert with others the removal of any member of the Board or (E) conduct a referendum of shareholders of the Company or engage in any “withhold” or similar campaign;

(iii) make any request for any shareholder list or similar materials or other books and records of the Company or any of its subsidiaries, whether pursuant to Section 14-2-1603 of the Georgia Business Corporation Code or any other statutory or regulatory provisions providing for shareholder access to books and records of the Company or its Affiliates;

(iv) engage in any “solicitation” (as such term is used in the proxy rules promulgated under the Exchange Act but without giving effect to any of the exclusions from such definition under SEC rules, including without limitation the exclusion relating to solicitations of ten (10) or fewer shareholders) of proxies with respect to the election or removal of directors of the Company or any other matter or proposal relating to the Company or become a “participant” (as such term is defined in Instruction 3 to Item 4 of Schedule 14A promulgated under the Exchange Act) in any such solicitation of proxies;

(v) disclose to any Third Party, either publicly or in a manner that would reasonably be expected to result in or require public disclosure, its voting or consent intentions or votes as to matters submitted to a shareholder vote during the Cooperation Period (it being understood that instructing Third Parties to implement such votes or consents in a ministerial manner in accordance with this Agreement would not be a violation of this provision);

(vi) take any action in support of or make any proposal, announcement or request, either publicly or in a manner that would reasonably be expected to result in or require public disclosure, with respect to, (A) any change in the number, term or identity of directors of the Company or the filling of any vacancies on the Board other than as provided under Section 1 of this Agreement, (B) any change in the business, capitalization, capital allocation policy or dividend policy of the Company or sale, spinoff, splitoff or other similar separation of one or more business units or any other Extraordinary Transaction, (C) any other change to the Board or the Company's management, business or corporate or governance structure, (D) any waiver, amendment or modification to the Organizational Documents, (E) causing the Common Stock to be delisted from, or to cease to be authorized to be quoted on, any securities exchange, or (F) causing a class of securities of the Company to become eligible for termination of registration pursuant to Section 12(g)(4) of the Exchange Act;

(vii) knowingly encourage or advise any Third Party or knowingly assist any Third Party in encouraging or advising any other person with respect to (A) the giving or withholding of any proxy relating to, or other authority to vote, any Common Stock, or (B) conducting any type of referendum relating to the Company (including for the avoidance of doubt with respect to the Company's management or the Board) (other than such encouragement or advice that is consistent with the Board's recommendation in connection with such matter);

(viii) form, join, knowingly encourage or knowingly participate in or act in concert with any "group" as defined in Section 13(d)(3) of the Exchange Act, with respect to any shares of Common Stock or securities convertible into shares of Common Stock, other than solely with Affiliates of the D. E. Shaw Parties with respect to any shares of Common Stock or securities convertible into shares of Common Stock now or hereafter owned by them;

(ix) enter into a voting trust, arrangement or agreement, or subject any shares of Common Stock or securities convertible into shares of Common Stock to any voting trust, arrangement or agreement (excluding customary brokerage accounts, margin accounts, prime brokerage accounts and the like), in each case other than (A) this Agreement (B) solely with Affiliates of the D. E. Shaw Parties or (C) granting proxies in solicitations approved by the Board;

(x) sell, offer, or agree to sell, all or substantially all, directly or indirectly, through swap or hedging transactions or otherwise, voting rights decoupled from the underlying Common Stock held by a Restricted Person to any Third Party;

(xi) institute, solicit, knowingly assist or join as a party any litigation, arbitration or other proceeding against or involving the Company or any of its subsidiaries or any of its or their respective current or former directors or officers (including derivative actions); provided, however, that for the avoidance of doubt, the foregoing shall not prevent any Restricted Person from (A) bringing litigation against the Company to enforce any provision of this Agreement instituted in accordance with and subject to Section 10, (B) making counterclaims with respect to any proceeding initiated by, or on behalf of, the Company or its Affiliates against a Restricted Person, (C) bringing or participating in bona fide commercial or legal disputes that do not relate to the subject matter of this Agreement, (D) exercising statutory appraisal rights or (E) responding to or complying with validly issued legal process;

(xii) make any disclosure or announcement, either publicly or in a manner reasonably likely to result in or require public disclosure, regarding any intent, purpose, place or proposal with respect to the Board, the Company, its management, policies or affairs, strategy, operations, financial results, any of its securities or assets or this Agreement, except in a manner consistent with the Press Release (as defined below) and the other provisions of this Agreement;

(xiii) enter into any negotiations, agreements, arrangements, or understandings (whether written or oral) with any Third Party to take any action that the Restricted Persons are prohibited from taking pursuant to this Section 2(c); or

(xiv) make any request or submit any proposal to amend or waive the terms of this Agreement (including this subclause), in each case publicly or which would reasonably be expected to result in a public announcement or disclosure of such request or proposal.

The Restricted Persons will instruct their respective Representatives acting on their behalf to comply with this Section 2(c) and any failure by such Representatives to comply with such instructions shall be deemed a breach by the D. E. Shaw Parties of this Section 2(c).

The restrictions in this Section 2 shall terminate automatically upon any material breach of this Agreement by the Company (including, without limitation, a failure by the Company to appoint the New Director or any Replacement New Director, as applicable, to the Board in accordance with Section 1, a failure to perform any of the actions contemplated in Section 1(d), or a failure by the Company to issue the Press Release (as defined below) in accordance with Section 3) upon five (5) business days' written notice by any of the D. E. Shaw Parties to the Company if such breach has not been cured within such notice period; provided, that the D. E. Shaw Parties (i) specify in such written notice, in reasonable detail, the material breach on which they are relying to terminate its obligations under this Section 2 and (ii) are not in material breach of this Agreement at the time such notice is given or prior to the end of the notice period.

Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement (including, without limitation, the restrictions in this Section 2) will prohibit or restrict any of the Restricted Persons from (A) making any factual statement to comply with any subpoena, legal requirement, or other legal process or to respond to a request for information from any governmental authority with jurisdiction over such person from whom information is sought (so long as such process or request did not arise as a result of discretionary acts by any Restricted Person) or making any regulatory filing required pursuant to the Exchange Act or any other applicable regulatory regime (provided, that any such legal requirement or regulatory filing does not arise from or relate to an action by a Restricted Person that would otherwise violate Section

2(a) or this Section 2(c)) and any such statement, whether or not in a regulatory filing, does not otherwise violate Section 2(a) or this Section 2(c)), (B) communicating privately with the Board or any of the Company's senior officers regarding any matter, so long as such communications are not intended to, and would not reasonably be expected to, result in or require the Company or the D. E. Shaw Parties to make public disclosure (of any kind) with respect thereto, (C) taking actions in furtherance of identifying and nominating director candidates in connection with the 2024 Annual Meeting, so long as such actions are not intended to, and would not reasonably be expected to, result in or require the Company or the D. E. Shaw Parties to make public disclosure (of any kind) with respect thereto, (D) granting any liens or encumbrances on any claims or interests in favor of a bank or broker-dealer or prime broker holding such claims or interests in custody or prime brokerage in the ordinary course of business, which lien or encumbrance is released upon the transfer of such claims or interests in accordance with the terms of the custody or prime brokerage agreement(s), as applicable, or (E) negotiating, evaluating and/or trading, directly or indirectly, in any index fund, exchange traded fund, benchmark fund or broad basket of securities which may contain or otherwise reflect the performance of, but not primarily consist of, securities of the Company. Furthermore, for the avoidance of doubt, nothing in this Agreement shall be deemed to restrict in any way the New Director in the exercise of his fiduciary duties.

**3. Public Announcement.** Promptly following the execution of this Agreement, the Company and the D. E. Shaw Parties shall announce this Agreement by means of a mutually agreed press release, which such press release is attached hereto as Exhibit A (the "**Press Release**"). During the Cooperation Period, neither the Company nor the D. E. Shaw Parties shall make or cause to be made any public announcement or statement with respect to the subject matter of this Agreement that is inconsistent with or contrary to the statements made in the Press Release, except as required by law or the rules of any stock exchange or with the prior written consent of the other party. The D. E. Shaw Parties acknowledge and agree that the Company will file this Agreement and file or furnish the Press Release with the SEC as exhibits to a Current Report on Form 8-K within four (4) business days of the execution of this Agreement.

**4. Representations and Warranties of the Company.** The Company represents and warrants to the D. E. Shaw Parties as follows: (a) the Company has the power and authority to execute, deliver, and carry out the terms and provisions of this Agreement and to consummate the transactions contemplated by this Agreement; (b) this Agreement has been duly and validly authorized, executed, and delivered by the Company, constitutes a valid and binding obligation and agreement of the Company and, assuming the valid execution and delivery hereof by the D. E. Shaw Parties, is enforceable against the Company in accordance with its terms, except as enforcement of this Agreement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or similar laws generally affecting the rights of creditors and subject to general equity principles; and (c) the execution, delivery, and performance of this Agreement by the Company does not and will not (i) violate or conflict with any law, rule, regulation, order, judgment, or decree applicable to the Company, or (ii) result in any breach or violation of or constitute a default (or an event which with notice or lapse of time or both could constitute a breach, violation or default) under or pursuant to, or result in the loss of a material benefit under, or give any right of termination, amendment, acceleration, or cancellation of, the Organizational Documents or any material agreement, contract, commitment, understanding, or arrangement to which the Company is a party or by which it is bound.

5. **Representations and Warranties of the D. E. Shaw Parties.** The D. E. Shaw Parties represent and warrant to the Company as follows: (a) the D. E. Shaw Parties have the power and authority to execute, deliver, and carry out the terms and provisions of this Agreement and to consummate the transactions contemplated by this Agreement; (b) this Agreement has been duly and validly authorized, executed, and delivered by the D. E. Shaw Parties, constitutes a valid and binding obligation and agreement of the D. E. Shaw Parties and, assuming the valid execution and delivery hereof by the Company, is enforceable against the D. E. Shaw Parties in accordance with its terms, except as enforcement of this Agreement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or similar laws generally affecting the rights of creditors and subject to general equity principles; (c) the execution, delivery, and performance of this Agreement by the D. E. Shaw Parties does not and will not (i) violate or conflict with any law, rule, regulation, order, judgment, or decree applicable to the D. E. Shaw Parties, or (ii) result in any breach or violation of or constitute a default (or an event which with notice or lapse of time or both could constitute a breach, violation or default) under or pursuant to, or result in the loss of a material benefit under, or give any right of termination, amendment, acceleration, or cancellation of, any organizational document, agreement, contract, commitment, understanding, or arrangement to which the D. E. Shaw Parties are a party or by which they are bound; (d) the D. E. Shaw Parties are shareholders of the Company and the information set forth in the e-mail with the subject line “The D. E. Shaw Parties Beneficial Ownership” sent to the Company’s counsel by the D. E. Shaw Parties’ counsel, in each case, as identified in Section 7, on December 14, 2022 (the “**Beneficial Ownership Email**”), with respect to the number of shares of Common Stock beneficially owned by the D. E. Shaw Parties as of the date of this Agreement, any derivative or other economic arrangements in place with respect to the Company, and the manner in which such shares of Common Stock are held, is true, accurate and complete in all respects other than de minimis respects; and (e) to the knowledge of the D. E. Shaw Parties after reasonable inquiry, there is no legal or contractual restriction that would prohibit the New Director from serving on the Board or any committees of the Board to which the New Director will be appointed or elected pursuant to this Agreement.

6. **Definitions.** For purposes of this Agreement:

(a) the term “**Affiliate**” has the meaning set forth in Rule 12b-2 promulgated by the SEC under the Exchange Act; provided that none of the Company or its Affiliates or Representatives, on the one hand, and the D. E. Shaw Parties and their Affiliates or Representatives, on the other hand, shall be deemed to be “**Affiliates**” with respect to the other for purposes of this Agreement; provided, further, that “**Affiliates**” of a person shall not include any entity, solely by reason of the fact that one or more of such person’s employees or principals serves as a member of its board of directors or similar governing body, unless such person otherwise controls such entity (as the term “control” is defined in Rule 12b-2 promulgated by the SEC under the Exchange Act); provided, further, that, with respect to the D. E. Shaw Parties, “**Affiliates**” shall not include any portfolio company of the D. E. Shaw Parties or their Affiliates (provided, that such portfolio companies are not acting on behalf of or in concert with the D. E. Shaw Parties or their Affiliates with respect to the Company).

(b) the terms “**beneficial owner**” and “**beneficially own**” have the same meanings as set forth in Rule 13d-3 promulgated by the SEC under the Exchange Act, except that a person will also be deemed to be the beneficial owner of (i) all shares of the Company’s authorized share capital which such person has (A) the right to acquire (whether such right is exercisable immediately or only after the passage of time) pursuant to the exercise of any rights in connection with any securities or any agreement, arrangement, or understanding (whether or not in writing), regardless of when such rights may be exercised and whether they are conditional and (B) economic exposure to through any option, warrant, convertible security, swap, hedging or other derivative instrument or agreement of any nature and (ii) all shares of the Company’s authorized share capital which such person or any of such person’s Affiliates has or shares the right to vote or dispose;

(c) the term “**business day**” shall mean any day other than a Saturday, a Sunday or a day on which the Federal Reserve Bank of New York is closed;

(d) the term “**Common Stock**” means the Company’s common stock, par value \$0.01 per share;

(e) the term “**Continuing Directors**” means members of the Board who either (i) have been Board members continuously for a period of at least twelve (12) months or (ii) have been Board members for less than twelve (12) months and were elected or nominated for election as Board members by at least a majority of the Board members described in clause (i) who were still in office at the time such election or nomination was approved by the Board;

(f) the term “**Exchange Act**” means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated by the SEC thereunder;

(g) the term “**Extraordinary Transaction**” shall mean any tender offer, exchange offer, merger, consolidation, acquisition, sale of all or substantially all assets, sale, spinoff, splitoff or other similar separation of one or more business units, business combination, recapitalization, restructuring, liquidation, dissolution or similar extraordinary transaction involving the Company (including its subsidiaries and joint ventures or any of their respective securities or assets);

(h) the term “**net long position**” shall be as defined in Rule 14e-4 under the Exchange Act;

(i) the terms “**person**” or “**persons**” shall be interpreted broadly to include any individual, corporation (including not-for-profit), general or limited partnership, limited liability or unlimited liability company, joint venture, estate, trust, group, association, organization, or other entity of any kind or nature;

(j) the term “**Representatives**” means a party’s directors, principals, members, general partners, managers, officers, employees, agents, advisors and other representatives;

(k) the term “**SEC**” means the U.S. Securities and Exchange Commission; and

(l) the term “**Third Party**” means any person that is not a party to this Agreement or a controlling or controlled (or under common control) Affiliate thereof, a director or officer of the Company, or legal counsel to any party to this Agreement.

7. **Notices.** All notices, consents, requests, instructions, approvals, and other communications provided for herein and all legal process in regard to this Agreement will be in writing and will be deemed validly given, made or served, if (a) given by email, when such email is sent to the email address(es) set forth below, (b) given by a nationally recognized overnight carrier, one (1) business day after being sent or (c) if given by any other means, when actually received during normal business hours at the address specified in this Section 7:

Fidelity National Information Services, Inc.  
347 Riverside Avenue  
Jacksonville, Florida 32204  
Attention: Caroline Tsai  
Email: caroline.tsai@fisglobal.com

with a copy to (which shall not constitute notice to the Company):

Wachtell, Lipton, Rosen & Katz  
51 West 52nd Street  
New York, New York 10019  
Attention: Andrew R. Brownstein  
Igor Kirman  
Sabastian V. Niles  
Email: ARBrownstein@WLRK.com  
IKirman@WLRK.com  
SVNiles@wlrk.com

if to the D. E. Shaw Parties:

D. E. Shaw & Co., L.P.  
1166 Avenue of the Americas  
Ninth Floor  
New York, NY 10036  
Attention: General Counsel  
Email: Martin.Lebwohl@deshaw.com

with a copy to (which shall not constitute notice to the D. E. Shaw Parties):

Schulte Roth & Zabel LLP  
919 Third Avenue  
New York, NY 10022  
Attention: Eleazer Klein  
Email: eleazer.klein@srz.com

At any time, any party hereto may, by notice given in accordance with this Section 7 to the other party, provide updated information for notices hereunder.

8. **Inapplicability of Agreement to Certain Affiliates.** The D. E. Shaw Parties represent and warrant to the Company that (a) D. E. Shaw Investment Management, L.L.C. (“**DESIM**”) is an investment adviser affiliated with the D. E. Shaw Parties that, in managing equity portfolios on behalf of its clients, deploys primarily benchmark-relative investment strategies and (b) the D. E.

Shaw Parties and their Affiliates (other than DESIM and the funds and accounts managed by DESIM) are not clients of DESIM. The parties hereto agree that, notwithstanding anything to the contrary herein, this Agreement is not intended to limit or apply to the ordinary course activities of DESIM or the funds and accounts it manages; provided, that none of DESIM or any of the funds and accounts it manages are acting on behalf of or in concert with the D. E. Shaw Parties or any of their Affiliates with respect to the Company. For the avoidance of doubt, the D. E. Shaw Parties further represent and warrant that they will not knowingly take, or knowingly seek to take, through DESIM any action that would constitute a breach of Section 2 if such action was taken by the D. E. Shaw Parties.

9. Expenses. All fees, costs, and expenses incurred in connection with this Agreement and all matters related to this Agreement will be paid by the party incurring such fees, costs, or expenses.

10. Specific Performance; Remedies; Venue; Waiver of Jury Trial.

(a) The Company and the D. E. Shaw Parties acknowledge and agree that irreparable injury to the other party hereto would occur in the event any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached and that such injury would not be adequately compensable by the remedies available at law (including the payment of money damages). Accordingly, the Company and the D. E. Shaw Parties each agree to the grant of an injunction or injunctions in favor of the other party to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, in addition to any other remedy to which they are entitled at law or in equity. FURTHERMORE, THE COMPANY AND THE D. E. SHAW PARTIES AGREE THAT: (1) THE NON-BREACHING PARTY WILL BE ENTITLED TO INJUNCTIVE AND OTHER EQUITABLE RELIEF, WITHOUT PROOF OF ACTUAL DAMAGES; (2) THE BREACHING PARTY WILL NOT PLEAD IN DEFENSE THERETO THAT THERE WOULD BE AN ADEQUATE REMEDY AT LAW; AND (3) THE BREACHING PARTY AGREES TO WAIVE ANY BONDING REQUIREMENT UNDER ANY APPLICABLE LAW, IN THE CASE ANY OTHER PARTY SEEKS TO ENFORCE THE TERMS BY WAY OF EQUITABLE RELIEF. THIS AGREEMENT WILL BE GOVERNED IN ALL RESPECTS, INCLUDING VALIDITY, INTERPRETATION AND EFFECT, BY THE LAWS OF THE STATE OF GEORGIA WITHOUT GIVING EFFECT TO THE CHOICE OF LAW PRINCIPLES OF SUCH STATE.

(b) Each of the Company and the D. E. Shaw Parties (i) irrevocably and unconditionally submits to the exclusive jurisdiction of any federal or state court located in the state of Georgia (the “**Chosen Courts**”), (ii) agrees that it will not attempt to deny or defeat such jurisdiction by motion or other request for leave from the Chosen Courts, (iii) agrees that any actions or proceedings arising in connection with this Agreement or the transactions contemplated by this Agreement shall be brought, tried, and determined only in the Chosen Courts, (iv) waives any claim of improper venue or any claim that the Chosen Courts are an inconvenient forum and (v) agrees that it will not bring any action relating to this Agreement or the transactions contemplated hereunder in any court other than the Chosen Courts. The parties to this Agreement agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 7 or in such other manner as may be permitted by applicable law as sufficient service of process, shall be valid and sufficient service thereof.

(c) Both of the parties hereto, after consulting or having had the opportunity to consult with counsel, knowingly, voluntarily and intentionally waives any right that such party may have to a trial by jury in any litigation based upon or arising out of this Agreement or any related instrument or agreement, or any of the transactions contemplated thereby, or any course of conduct, dealing, statements (whether oral or written), or actions of any of them. Neither party hereto shall seek to consolidate, by counterclaim or otherwise, any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

11. Severability. If at any time subsequent to the date hereof, any provision of this Agreement is held by any court of competent jurisdiction to be illegal, void, or unenforceable, such provision will be of no force and effect, but the illegality or unenforceability of such provision will have no effect upon the legality or enforceability of any other provision of this Agreement.

12. Termination. This Agreement will terminate upon the expiration of the Cooperation Period. Upon such termination, this Agreement shall have no further force and effect. Notwithstanding the foregoing, Sections 6 to 17 shall survive termination of this Agreement, and no termination of this Agreement shall relieve either party of liability for any breach of this Agreement arising prior to such termination.

13. Counterparts. This Agreement may be executed in one or more counterparts and by scanned computer image (such as .pdf), each of which will be deemed to be an original copy of this Agreement. For the avoidance of doubt, neither party hereto shall be bound by any contractual obligation to the other party hereto (including by means of any oral agreement) until all counterparts to this Agreement have been duly executed by both of the parties hereto and delivered to the other party hereto (including by means of electronic delivery).

14. No Third-Party Beneficiaries. This Agreement is solely for the benefit of the Company and the D. E. Shaw Parties and is not enforceable by any other persons. Neither party to this Agreement may assign its rights or delegate its obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other party hereto, and any assignment in contravention hereof will be null and void.

15. No Waiver. No failure or delay by either party in exercising any right or remedy hereunder will operate as a waiver thereof or of any breach of any other provision hereof, nor will any single or partial waiver thereof preclude any other or further exercise thereof or the exercise of any other right or remedy hereunder. The failure of either party to insist upon strict adherence to any term of this Agreement on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

16. Entire Understanding; Amendment. This Agreement (together with the exhibit hereto, and any other written agreement entered into by the parties hereto dated as of the date hereof) contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any and all prior and contemporaneous agreements, memoranda, arrangements and understandings, both written and oral, between the parties, or any of them, with respect to the subject matter of this Agreement. This Agreement may be amended only by an agreement in writing executed by the Company and the D. E. Shaw Parties.

17. **Interpretation and Construction.** Each of the Company and the D. E. Shaw Parties acknowledges that it has been represented by counsel of its choice throughout all negotiations that have preceded the execution of this Agreement, and that it has executed the same with the advice of said counsel. Both parties and their respective counsel cooperated and participated in the drafting and preparation of this Agreement and the documents referred to herein, and any and all drafts relating thereto exchanged among the parties will be deemed the work product of all of the parties and may not be construed against any party by reason of its drafting or preparation. Accordingly, any rule of law or any legal decision that would require interpretation of any ambiguities in this Agreement against any party that drafted or prepared it is of no application and is hereby expressly waived by the Company and the D. E. Shaw Parties, and any controversy over interpretations of this Agreement will be decided without regard to events of drafting or preparation. References to specified rules promulgated by the SEC shall be deemed to refer to such rules in effect as of the date of this Agreement. Whenever the words “include,” “includes,” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” When a reference is made in this Agreement to any Section, such reference shall be to a Section of this Agreement, unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The words “hereof,” “herein”, “hereto” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The word “will” shall be construed to have the same meaning as the word “shall.” The word “or” is not exclusive. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms. Any agreement, instrument, law, rule or statute defined or referred to herein means, unless otherwise indicated, such agreement, instrument, law, rule (other than rules promulgated by the SEC) or statute as from time to time amended, modified or supplemented.

*[Signature page follows]*

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized signatories of the parties as of the date hereof.

**D. E. SHAW OCULUS PORTFOLIOS, L.L.C.**

By: /s/ Edwin Jager  
Name: Edwin Jager  
Title: Authorized Signatory

**D. E. SHAW VALENCE PORTFOLIOS, L.L.C.**

By: /s/ Edwin Jager  
Name: Edwin Jager  
Title: Authorized Signatory

**FIDELITY NATIONAL INFORMATION SERVICES,  
INC.**

By: /s/ Caroline Tsai  
Name: Caroline Tsai  
Title: Chief Legal Officer

*[Signature Page to Cooperation Agreement]*

## **FIS Incoming Chief Executive Officer and Board Commence Review to Strengthen Performance and Drive Value Creation; Board Adds New Independent Director**

Jacksonville, FL— December 15, 2022 — FIS® (NYSE: FIS) (“FIS” or the “Company”), a global leader in financial services technology, announced today that its incoming Chief Executive Officer and Board of Directors (the “Board”) have initiated a comprehensive assessment of the Company’s strategy, businesses, operations and structure with the goal of positioning the Company to drive stronger results, increase shareholder value and enhance client services.

“As I begin my new role as CEO, I am committed to working with our Board and management team to evaluate and pursue the best opportunities for innovation, efficiency and growth, and I am excited to uncover new ways of driving value for all of our stakeholders, including our shareholders and clients,” said Stephanie L. Ferris, President and incoming Chief Executive Officer. “We are taking a hard look at every aspect of our company to define areas for change and develop specific action and improvement plans. The Board and I are fully aligned in implementing this comprehensive review of our businesses. Our goal is to optimize FIS for performance and returns while improving the satisfaction of our clients and employees.”

### **Thoroughly Assessing Strategy, Operations and Structure to Drive Operational Excellence**

This comprehensive assessment, which will be led by Ms. Ferris and the FIS Board, will focus on identifying and optimizing incremental revenue generation, margin improvement and cost reduction opportunities. The review will also evaluate FIS’ business structures and portfolio of assets to ensure optimal configuration and deliver the greatest results for FIS’ clients and shareholders. This assessment will complement and enhance the Company’s ongoing Enterprise Transformation Program.

The review is a priority for the Board and the management team, and the Company has not set a specific deadline or timetable for its completion. The Company does not intend to disclose developments related to the assessments unless and until it determines that further disclosure is appropriate or required by law.

### **Board Enhancements to Oversee Continued Growth and Transformation**

As part of FIS’ ongoing commitment to Board refreshment, and following the Board’s appointment of two new independent directors earlier this year, the Corporate Governance, Nominating and Sustainability Committee of the Board has recommended, and the Board has approved, the appointment of a new highly qualified independent director, Mark A. Ernst, to the Board. As previously disclosed in the Company’s 2022 annual meeting proxy statement, Jeffrey E. Stiefler and Keith W. Hughes will be retiring from the Board at the 2023 Annual Meeting in accordance with Company policies.

In addition, as separately announced, the Company is also implementing a new Board leadership structure featuring an Independent Chairman of the Board.

"We're pleased to welcome Mark to the Board and believe the Company and our stakeholders will benefit from his experience, skills and leadership," said Jeffrey A. Goldstein on behalf of the FIS Board as Lead Independent Director and incoming Independent Chairman of the Board. "The Board is unified in its commitment to enhancing shareholder value and working with urgency, as Stephanie and her leadership team conduct these comprehensive business assessments and chart a path forward to deliver upon our mission for our customers and employees."

Mr. Goldstein concluded, "We are grateful for Jeffrey and Keith's many years of exemplary service as they reach our mandatory retirement age and are thankful for all of their contributions."

Ms. Ferris said, "I look forward to the input of Mark, our Board and management team as we engage in these reviews and take the Company forward."

In connection with this announcement, the Company has entered into a cooperation agreement with the D. E. Shaw group, pursuant to which the D. E. Shaw group has agreed to customary standstill, voting and other provisions. Michael O'Mary, a managing director at the D. E. Shaw group, said, "We are appreciative of our positive and constructive discussions with Stephanie, Jeffrey and the entire FIS Board. The addition of Mark to the Board along with the Board's commitment to optimize FIS' business structure, strategy and operations position the Company well to generate significant value for all shareholders. We are confident in Stephanie's leadership as FIS enters its next phase of growth and look forward to continuing our collaborative work with the Company."

This announcement also reflects discussions with JANA Partners, a shareholder of the Company. Barry Rosenstein, Managing Partner of JANA Partners, commented: "We appreciate the collaborative engagement we have had with Stephanie Ferris and the Board. We applaud the Company's leadership changes and commitment to conduct a comprehensive review, and believe these steps leave the Company well positioned to realize its potential and unlock significant shareholder value."

Goldman Sachs & Co. LLC is serving as financial advisor to FIS, and Wachtell, Lipton, Rosen & Katz is serving as legal counsel.

#### **About Mark A. Ernst**

Mr. Ernst currently serves as the Managing Partner at Bellevue Capital LLC, a private investment firm, a role he has held since 2018. Mr. Ernst has more than 25 years of senior management positions in the financial services industry. From 2011 to 2018, Mr. Ernst served as Executive Vice President and Chief Operating Officer of Fiserv, Inc., where he was responsible for the oversight of major operating businesses and support organizations of the enterprise. His focus included enterprise-wide quality improvement and product management efforts, and he provided executive leadership for Fiserv's operational effectiveness initiatives. Mr. Ernst previously served as deputy commissioner for operations support for the Internal Revenue Service from 2009 to 2010. He has served in various executive roles at H&R Block, Inc., including as Chairman, President and Chief Executive Officer and Chief Operating Officer. Mr. Ernst currently serves as the Chairman of the Board of Directors of the Financial Health Network. He also serves on the Boards of Blucora, Inc. and Lending Tree, Inc. He has previously served on the boards of H&R Block, Inc., Knight Ridder, Inc., Great Plains Energy, Inc. (Currently Evergy) and SCS Transportation (currently SAIA). He received Bachelor's degrees in Finance and Accounting from Drake University, where he is Chairman of the Board of Trustees, and a Master's of Business Administration in Finance and Economics from the University of Chicago Booth School of Business, where he has served on its Advisory Board.

## About FIS

FIS is a leading provider of technology solutions for financial institutions and businesses of all sizes and across any industry globally. We enable the movement of commerce by unlocking the financial technology that powers the world's economy. Our employees are dedicated to advancing the way the world pays, banks and invests through our trusted innovation, system performance and flexible architecture. We help our clients use technology in innovative ways to solve business-critical challenges and deliver superior experiences for their customers. Headquartered in Jacksonville, Florida, FIS is a member of the Fortune 500® and the Standard & Poor's 500® Index. To learn more, visit [www.fisglobal.com](http://www.fisglobal.com). Follow FIS on Facebook, LinkedIn and Twitter (@FISGlobal).

There can be no assurance that these assessments will result in any specific transactions or operational alternatives being announced or consummated.

## Forward-Looking Statements

This release contains "forward-looking statements" within the meaning of the U.S. federal securities laws. Statements that are not historical facts, including statements about anticipated financial outcomes, including any earnings guidance or projections of the Company, projected revenue or expense synergies, business and market conditions, outlook, foreign currency exchange rates, deleveraging plans, expected dividends and share repurchases, the Company's sales pipeline and anticipated profitability and growth, the outcome of our comprehensive assessment referred to in this release, 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. 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 or guidance, 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 those contained in 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 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 outbreak or recurrence of the novel coronavirus and any related variants ("COVID-19") and measures to reduce its spread, including the impact of governmental or voluntary actions such as business shutdowns and stay-at-home orders in certain geographies;
- the duration, including any recurrence, of the COVID-19 pandemic and its impacts, including reductions in consumer and business spending, and instability of the financial markets in heavily impacted areas across the globe;

- the economic and other impacts of COVID-19 on our clients which affect the sales of our solutions and services and the implementation of such solutions;
- the risk of losses in the event of defaults by merchants (or other parties) to which we extend credit in our card settlement operations or in respect of any chargeback liability, either of which could adversely impact liquidity and results of operations;
- 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;
- 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, the duration and impact of the COVID-19 pandemic, 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 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 reaction of current and potential customers to communications from us or regulators regarding information security, risk management, internal audit or other matters;
- the risk that policies and resulting actions of the current administration in the U.S. may result in additional regulations and executive orders, as well as additional regulatory and tax costs;
- 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 merchants or bad actors; and
- other risks detailed in the “Risk Factors” and other sections of our Annual Report on Form 10-K for the fiscal year ended December 31, 2021, in our quarterly reports on Form 10-Q, in our current reports on Form 8-K 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.

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**FIS Implements New Board Leadership Structure to Drive Enhanced Shareholder Value; Stephanie L. Ferris Assumes CEO Role**

*Jeffrey A. Goldstein to Become Independent Chairman of the Board of Directors,  
Effective December 16, 2022*

*Gary A. Norcross, a Dedicated Member of the FIS Team for Over 34 Years, to Depart from Company and Board*

**JACKSONVILLE, Fla.—December 15, 2022**—FIS® (NYSE: FIS), a global leader in financial services technology, today announced updates to its Board of Directors and leadership team to drive enhanced shareholder value. Consistent with the Board's focus on enhancing corporate governance, FIS will transition to an independent Board Chair structure. Jeffrey A. Goldstein, Lead Independent Director of the FIS Board, has been appointed as Independent Chairman, effective December 16, 2022. In conjunction with this appointment, Stephanie L. Ferris, previously announced as incoming Chief Executive Officer, will succeed Gary A. Norcross effective December 16, 2022. As part of the leadership transition of the Board, Mr. Norcross will depart from the Board of FIS on the same date.

"FIS is well positioned for growth across our markets and we are moving forward with this new Board leadership structure from a position of great opportunity," said Mr. Goldstein, Lead Independent Director of the FIS Board and incoming Independent Chairman of the Board. "Stephanie is an accomplished industry veteran with expertise in payments, technology platform businesses and driving transformation and has already demonstrated at FIS how she will leverage her deep understanding of FIS' colleagues, clients and strategy to lead the organization with her reputation for driving operational excellence, disciplined innovation and client inspiration. The Board is confident she is the ideal leader to take the Company forward and enhance shareholder value."

Mr. Goldstein concluded: "We are grateful to Gary for his over 34 years of dedicated service and many important contributions to FIS. Gary provided tremendous leadership in his varying roles at FIS over the years, overseeing the expansion of FIS' product portfolio and global footprint and setting the strategy for the Company to become indispensable to our clients. He was also a strong mentor to our colleagues and has been committed to continually identifying, growing, recruiting and developing FIS talent. On behalf of the entire Board, I thank Gary for his unwavering commitment. He and Stephanie have worked to ensure a seamless transition for our clients, colleagues, shareholders and partners."

In her role as FIS President, Ms. Ferris has been responsible for steering and executing the Company's global business strategy, including M&A, and its global business operations serving financial institutions, merchants and corporates of all sizes and geographies. A 28-year industry veteran with expertise in payments, technology platform businesses and driving digital transformation, Ms. Ferris has been integral to FIS' growth globally, where it currently supports more than 20,000 businesses and over a million merchant locations.

"I am honored to serve as CEO of FIS during such an important and exciting phase in the Company and our industry," said Ms. Ferris. "My time as President has reinforced what a talented global team we have, and I look forward to leading this organization as we build on our momentum and continue to create value for our clients, partners, colleagues and shareholders. FIS' stellar history, marquee clients and successful innovation provide an unrivaled foundation for us to chart FIS' future course for fintech innovation and value creation, and I'm incredibly excited to lead the company into its future."

"It has been a privilege to serve as CEO of FIS and I am proud of all that we have accomplished during my tenure," said Mr. Norcross. "Stephanie's previously announced appointment has been part of a thoughtful succession plan and I am confident that she is the right person to lead FIS into its next phase of value creation. The Board and I believe now is the right time to transition to an independent Board Chair structure, and we are confident that Jeffrey is the right person to lead this transition."

In addition, as separately announced, FIS is initiating a comprehensive assessment of the Company's strategy, businesses, operations and structure with the goal of positioning the Company to drive stronger results, increase shareholder value and enhance client services. Further, following the Board's appointment of two new independent directors earlier this year, the Board has appointed a new highly qualified independent director to the Board. That press release can be found at [www.investor.fisglobal.com/press-releases](http://www.investor.fisglobal.com/press-releases).

### **About Jeffrey A. Goldstein**

Mr. Goldstein is a Senior Advisor to Canapi Ventures, a fintech-oriented venture capital firm, and Advisor Emeritus at Hellman & Friedman LLC, one of the oldest and most experienced private equity investment firms. Mr. Goldstein has extensive experience in mergers and acquisitions, corporate finance and government and financial regulation. Previously, Mr. Goldstein was a Managing Director and Senior Advisor at Hellman & Friedman. From 2009 to 2011, he served as the Under Secretary of the Treasury for Domestic Finance and Counselor to the Secretary of the Treasury. Mr. Goldstein was a Managing Director of the World Bank, where he also served as the Chief Financial Officer. He was also the Co-Chairman of the investment bank BT Wolfensohn and a partner at its predecessor organizations. Since 2014, Mr. Goldstein has served as a Board member of Bank of New York Mellon. Mr. Goldstein earned a Bachelor of Arts degree from Vassar College and a Master of Arts, Master of Philosophy and a Ph.D. in economics from Yale University.

### **About FIS**

FIS is a leading provider of technology solutions for financial institutions and businesses of all sizes and across any industry globally. We enable the movement of commerce by unlocking the financial technology that powers the world's economy. Our employees are dedicated to advancing the way the world pays, banks and invests through our trusted innovation, system performance and flexible architecture. We help our clients use technology in innovative ways to solve business-critical challenges and deliver superior experiences for their customers. Headquartered in Jacksonville, Florida, FIS is a member of the Fortune 500® and the Standard & Poor's 500® Index. To learn more, visit [www.fisglobal.com](http://www.fisglobal.com). Follow FIS on Facebook, LinkedIn and Twitter (@FISGlobal).

### **Forward Looking Statements**

This release contains "forward-looking statements" within the meaning of the U.S. federal securities laws. Statements that are not historical facts, including statements about anticipated financial outcomes, including any earnings guidance or projections of the Company, projected revenue or expense synergies, business and market conditions, outlook, foreign currency exchange rates, deleveraging plans, expected dividends and share repurchases, the Company's sales pipeline and anticipated profitability and growth, the outcome of our comprehensive assessment referred to in this release, 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. 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 or guidance, 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 those contained in 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 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 outbreak or recurrence of the novel coronavirus and any related variants ("COVID-19") and measures to reduce its spread, including the impact of governmental or voluntary actions such as business shutdowns and stay-at-home orders in certain geographies;
- the duration, including any recurrence, of the COVID-19 pandemic and its impacts, including reductions in consumer and business spending, and instability of the financial markets in heavily impacted areas across the globe;
- the economic and other impacts of COVID-19 on our clients which affect the sales of our solutions and services and the implementation of such solutions;
- the risk of losses in the event of defaults by merchants (or other parties) to which we extend credit in our card settlement operations or in respect of any chargeback liability, either of which could adversely impact liquidity and results of operations;
- 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;
- 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, the duration and impact of the COVID-19 pandemic, 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 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 reaction of current and potential customers to communications from us or regulators regarding information security, risk management, internal audit or other matters;
- the risk that policies and resulting actions of the current administration in the U.S. may result in additional regulations and executive orders, as well as additional regulatory and tax costs;
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