
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, 2023

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

(Address of principal executive offices)

Florida

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
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 (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	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

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 April 28, 2023, 592,436,518 shares of the Registrant's Common Stock were outstanding.

FORM 10-Q
QUARTERLY REPORT
Quarter Ended March 31, 2023

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FIDELITY NATIONAL INFORMATION SERVICES, INC.
AND SUBSIDIARIES
Condensed Consolidated Balance Sheets
(In millions, except per share amounts)
(Unaudited)

ASSETS	March 31, 2023	December 31, 2022
Current assets:		
Cash and cash equivalents	\$ 1,871	\$ 2,188
Settlement assets	4,425	5,855
Trade receivables, net of allowance for credit losses of \$92 and \$75, respectively	3,476	3,699
Other receivables	486	493
Prepaid expenses and other current assets	708	583
Total current assets	10,966	12,818
Property and equipment, net	838	862
Goodwill	34,424	34,276
Intangible assets, net	8,531	8,956
Software, net	3,222	3,238
Other noncurrent assets	1,988	2,048
Deferred contract costs, net	1,109	1,080
Total assets	\$ 61,078	\$ 63,278
LIABILITIES, REDEEMABLE NONCONTROLLING INTEREST AND EQUITY		
Current liabilities:		
Accounts payable, accrued and other liabilities	\$ 2,465	\$ 2,754
Settlement payables	5,331	6,752
Deferred revenue	825	788
Short-term borrowings	3,968	3,797
Current portion of long-term debt	2,139	2,133
Total current liabilities	14,728	16,224
Long-term debt, excluding current portion	13,905	14,207
Deferred income taxes	3,494	3,550
Other noncurrent liabilities	1,847	1,891
Total liabilities	33,974	35,872
Redeemable noncontrolling interest	—	180
Equity:		
FIS stockholders' equity:		
Preferred stock \$0.01 par value; 200 shares authorized, none issued and outstanding as of March 31, 2023, and December 31, 2022	—	—
Common stock \$0.01 par value, 750 shares authorized, 631 and 630 shares issued as of March 31, 2023, and December 31, 2022, respectively	6	6
Additional paid in capital	46,802	46,735
(Accumulated deficit) retained earnings	(15,141)	(14,971)
Accumulated other comprehensive earnings (loss)	(364)	(360)
Treasury stock, \$0.01 par value, 39 and 39 common shares as of March 31, 2023, and December 31, 2022, respectively, at cost	(4,206)	(4,192)
Total FIS stockholders' equity	27,097	27,218
Noncontrolling interest	7	8
Total equity	27,104	27,226
Total liabilities, redeemable noncontrolling interest and equity	\$ 61,078	\$ 63,278

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 Earnings
(In millions, except per share amounts)
(Unaudited)

	Three months ended March 31,	
	2023	2022
Revenue	\$ 3,510	\$ 3,492
Cost of revenue	2,169	2,242
Gross profit	1,341	1,250
Selling, general, and administrative expenses	1,004	1,035
Asset impairments	—	58
Operating income	337	157
Other income (expense):		
Interest expense, net	(137)	(43)
Other income (expense), net	(11)	61
Total other income (expense), net	(148)	18
Earnings before income taxes	189	175
Provision (benefit) for income taxes	48	54
Net earnings	141	121
Net (earnings) loss attributable to noncontrolling interest	(1)	(1)
Net earnings attributable to FIS common stockholders	\$ 140	\$ 120
Net earnings per share-basic attributable to FIS common stockholders	\$ 0.24	\$ 0.20
Weighted average shares outstanding-basic	592	610
Net earnings per share-diluted attributable to FIS common stockholders	\$ 0.24	\$ 0.20
Weighted average shares outstanding-diluted	593	614

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 March 31,	
	2023	2022
Net earnings (loss)	\$ 141	\$ 121
Other comprehensive earnings (loss), before tax:		
Foreign currency translation adjustments	\$ 257	\$ (495)
Change in fair value of net investment hedges	(296)	351
Other adjustments	—	4
Other comprehensive earnings (loss), before tax	(39)	(140)
Provision for income tax (expense) benefit related to items of other comprehensive earnings (loss)	35	(6)
Other comprehensive earnings (loss), net of tax	<u>\$ (4)</u>	<u>\$ (146)</u>
Comprehensive earnings (loss)	137	(25)
Net (earnings) loss attributable to noncontrolling interest	(1)	(1)
Comprehensive earnings (loss) attributable to FIS common stockholders	<u>\$ 136</u>	<u>\$ (26)</u>

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 months ended March 31, 2023 and 2022
(In millions, except per share amounts)
(Unaudited)

	Amount								
	FIS Stockholders								
	Number of shares		Common stock	Additional paid in capital	Retained earnings	Accumulated other comprehensive earnings (loss)		Treasury stock	Noncontrolling interest (1)
Common shares	Treasury shares	comprehensive earnings (loss)				Treasury stock			
Balances, December 31, 2022	630	(39)	\$ 6	\$ 46,735	\$ (14,971)	\$ (360)	\$ (4,192)	\$ 8	\$ 27,226
Issuance of restricted stock	1	—	—	—	—	—	—	—	—
Exercise of stock options	—	—	—	40	—	—	—	—	40
Treasury shares held for taxes due upon exercise of stock awards	—	—	—	—	—	—	(14)	—	(14)
Stock-based compensation	—	—	—	20	—	—	—	—	20
Cash dividends declared (\$0.52 per share per quarter) and other distributions	—	—	—	—	(310)	—	—	(2)	(312)
Other	—	—	—	7	—	—	—	—	7
Net earnings (loss)	—	—	—	—	140	—	—	1	141
Other comprehensive earnings (loss), net of tax	—	—	—	—	—	(4)	—	—	(4)
Balances, March 31, 2023	631	(39)	\$ 6	\$ 46,802	\$ (15,141)	\$ (364)	\$ (4,206)	\$ 7	\$ 27,104

	Amount								
	FIS Stockholders								
	Number of shares		Common stock	Additional paid in capital	Retained earnings	Accumulated other comprehensive earnings (loss)		Treasury stock	Noncontrolling interest (1)
Common shares	Treasury shares	comprehensive earnings (loss)				Treasury stock			
Balances, December 31, 2021	625	(16)	\$ 6	\$ 46,466	\$ 2,889	\$ 252	\$ (2,266)	\$ 11	\$ 47,358
Issuance of restricted stock	3	—	—	5	—	—	—	—	5
Exercise of stock options	—	—	—	8	—	—	—	—	8
Treasury shares held for taxes due upon exercise of stock awards	—	(1)	—	—	—	—	(77)	—	(77)
Stock-based compensation	—	—	—	57	—	—	—	—	57
Cash dividends declared (\$0.47 per share per quarter) and other distributions	—	—	—	—	(288)	—	—	(2)	(290)
Net earnings (loss)	—	—	—	—	120	—	—	1	121
Other comprehensive earnings (loss), net of tax	—	—	—	—	—	(146)	—	—	(146)
Balances, March 31, 2022	628	(17)	\$ 6	\$ 46,536	\$ 2,721	\$ 106	\$ (2,343)	\$ 10	\$ 47,036

(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
(In millions)
(Unaudited)

	Three months ended March 31,	
	2023	2022
Cash flows from operating activities:		
Net earnings	\$ 141	\$ 121
Adjustment to reconcile net earnings to net cash provided by operating activities:		
Depreciation and amortization	895	1,013
Amortization of debt issuance costs	8	7
Asset impairments	—	58
Stock-based compensation	20	57
Deferred income taxes	(41)	(112)
Net changes in assets and liabilities, net of effects from acquisitions and foreign currency:		
Trade and other receivables	214	62
Settlement activity	(189)	(162)
Prepaid expenses and other assets	(153)	(152)
Deferred contract costs	(118)	(73)
Deferred revenue	61	55
Accounts payable, accrued liabilities and other liabilities	(206)	22
Net cash provided by operating activities	<u>632</u>	<u>896</u>
Cash flows from investing activities:		
Additions to property and equipment	(48)	(108)
Additions to software	(231)	(304)
Settlement of net investment hedge cross-currency interest rate swaps	(10)	135
Other investing activities, net	(4)	(13)
Net cash provided by (used in) investing activities	<u>(293)</u>	<u>(290)</u>
Cash flows from financing activities:		
Borrowings	20,233	15,902
Repayment of borrowings and other financing obligations	(20,582)	(16,609)
Debt issuance costs	(2)	—
Net proceeds from stock issued under stock-based compensation plans	47	33
Treasury stock activity	(14)	(77)
Dividends paid	(309)	(287)
Payments on tax receivable agreement	(94)	(46)
Purchase of noncontrolling interest	(173)	—
Other financing activities, net	(2)	(1)
Net cash provided by (used in) financing activities	<u>(896)</u>	<u>(1,085)</u>
Effect of foreign currency exchange rate changes on cash	86	(103)
Net increase (decrease) in cash, cash equivalents and restricted cash	(471)	(582)
Cash, cash equivalents and restricted cash, beginning of period	4,813	4,283
Cash, cash equivalents and restricted cash, end of period	<u>\$ 4,342</u>	<u>\$ 3,701</u>
Supplemental cash flow information:		
Cash paid for interest	<u>\$ 176</u>	<u>\$ 75</u>
Cash paid for income taxes	<u>\$ 57</u>	<u>\$ 46</u>

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, 2022.

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 higher rates of inflation and slower economic growth. 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.

Certain reclassifications have been made in the 2022 consolidated financial statements to conform to the classifications used in 2023. On the consolidated statements of comprehensive earnings, we reclassified the Change in fair value of net investment hedges from Foreign currency translation adjustments into its own classification. On the consolidated statements of cash flows, we reclassified Settlement of net investment hedges cross-currency interest rate swaps from Other investing activities to its own classification and Payments on tax receivable agreement from Other financing activities into its own classification.

FIS reports its financial performance based on the following segments: Banking Solutions, Merchant Solutions, Capital Market Solutions, and Corporate and Other. The Company regularly assesses its portfolio of assets and reclassified certain businesses from Capital Market Solutions to Banking Solutions and to the Corporate and Other Segment in the quarter ended March 31, 2023, and recast all prior-period segment information presented. See Note 10 for more information regarding our segments and the related reclassification.

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

(2) Acquisitions

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 ("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 now owns 100% of Virtus.

(3) Revenue

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. Prior-period amounts have been reclassified to conform to the new reportable segment presentation as discussed in Note 10.

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

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

	Banking Solutions	Merchant Solutions	Capital Market Solutions	Corporate and Other	Total
Primary Geographical Markets:					
North America	\$ 1,439	\$ 777	\$ 425	\$ 26	\$ 2,667
All others	246	328	238	31	843
Total	\$ 1,685	\$ 1,105	\$ 663	\$ 57	\$ 3,510
Type of Revenue:					
Recurring revenue:					
Transaction processing and services	\$ 1,299	\$ 1,081	\$ 342	\$ 39	\$ 2,761
Software maintenance	90	1	129	—	220
Other recurring	54	20	19	10	103
Total recurring	1,443	1,102	490	49	3,084
Software license	11	3	73	—	87
Professional services	154	—	100	2	256
Other non-recurring fees	77	—	—	6	83
Total	\$ 1,685	\$ 1,105	\$ 663	\$ 57	\$ 3,510

For the three months ended March 31, 2022 (in millions):

	Banking Solutions	Merchant Solutions	Capital Market Solutions	Corporate and Other	Total
Primary Geographical Markets:					
North America	\$ 1,418	\$ 785	\$ 374	\$ 51	\$ 2,628
All others	241	327	253	43	864
Total	\$ 1,659	\$ 1,112	\$ 627	\$ 94	\$ 3,492
Type of Revenue:					
Recurring revenue:					
Transaction processing and services	\$ 1,255	\$ 1,087	\$ 308	\$ 76	\$ 2,726
Software maintenance	92	1	125	—	218
Other recurring	51	22	14	10	97
Total recurring	1,398	1,110	447	86	3,041
Software license	31	1	73	—	105
Professional services	144	—	107	2	253
Other non-recurring fees	86	1	—	6	93
Total	\$ 1,659	\$ 1,112	\$ 627	\$ 94	\$ 3,492

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

Contract Balances

The Company recognized revenue of \$318 million and \$310 million during the three months ended March 31, 2023 and 2022, 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, 2023, approximately \$22.5 billion of revenue is estimated to be recognized in the future primarily from the Banking Solutions and Capital Market Solutions segments' remaining unfulfilled performance obligations, which are primarily comprised of recurring account- and volume-based processing services. This excludes the amount of anticipated recurring renewals not yet contractually obligated. The Company expects to recognize approximately 30% of the Banking Solutions and Capital Market Solutions segments' remaining performance obligations over the next 12 months, approximately another 22% over the next 13 to 24 months, and the balance thereafter.

As permitted by ASC 606, *Revenue from Contracts with Customers*, the Company has elected to exclude from this disclosure an estimate for the Merchant Solutions segment, as its contracts either have an original duration of one year or less or contain variable consideration that is allocated entirely to the day of performance under its stand-ready performance obligations comprised of a series of distinct daily services. The aggregate fixed consideration portion of customer contracts with an initial contract duration greater than one year is not material.

(4) 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, 2023	December 31, 2022
Cash and cash equivalents on the consolidated balance sheets	\$ 1,871	\$ 2,188
Merchant float (in Settlement assets)	2,471	2,625
Total Cash and cash equivalents and restricted cash per the consolidated statements of cash flows	<u>\$ 4,342</u>	<u>\$ 4,813</u>

Settlement Assets

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

	March 31, 2023	December 31, 2022
Settlement assets		
Settlement deposits	\$ 527	\$ 492
Merchant float	2,471	2,625
Settlement receivables	1,427	2,738
Total Settlement assets	<u>\$ 4,425</u>	<u>\$ 5,855</u>

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

Intangible Assets, Software and Property and Equipment

The following table provides details of Intangible assets, Software and Property and equipment as of March 31, 2023, and December 31, 2022 (in millions):

	March 31, 2023			December 31, 2022		
	Cost	Accumulated depreciation and amortization	Net	Cost	Accumulated depreciation and amortization	Net
Intangible assets	\$ 18,362	\$ 9,831	\$ 8,531	\$ 18,260	\$ 9,304	\$ 8,956
Software	\$ 6,635	\$ 3,413	\$ 3,222	\$ 6,607	\$ 3,369	\$ 3,238
Property and equipment	\$ 2,394	\$ 1,556	\$ 838	\$ 2,381	\$ 1,519	\$ 862

As of March 31, 2023, Intangible assets, net of amortization, includes \$8,305 million of customer relationships and \$226 million of trademarks and other intangible assets. Amortization expense with respect to Intangible assets was \$496 million and \$557 million for the three months ended March 31, 2023 and 2022, respectively.

Depreciation expense for property and equipment was \$57 million and \$73 million for the three months ended March 31, 2023 and 2022, respectively.

Amortization expense with respect to software was \$251 million and \$287 million for the three months ended March 31, 2023 and 2022, respectively. During the three months ended March 31, 2023 and 2022, the Company recorded \$16 million and \$62 million, respectively, of incremental software amortization expense resulting from the Company's platform modernization. Platform modernization includes sunseting certain technology platforms, which resulted in shortened estimated useful lives and accelerated amortization methods primarily impacting the associated assets over approximately three years, beginning in the third quarter of 2021.

Impairments

For the three months ended March 31, 2022, the Company also recorded \$58 million of impairments primarily related to real estate-related assets as a result of office space reductions.

Goodwill

Changes in goodwill during the three months ended March 31, 2023, are summarized below (in millions). Prior-period amounts have been reclassified to conform to the new reportable segment presentation as discussed in Note 10.

	Banking Solutions	Merchant Solutions	Capital Market Solutions	Corporate And Other	Total
Balance, December 31, 2022	\$ 12,536	\$ 17,460	\$ 4,260	\$ 20	\$ 34,276
Foreign currency adjustments	8	123	17	—	148
Balance, March 31, 2023	\$ 12,544	\$ 17,583	\$ 4,277	\$ 20	\$ 34,424

We assess goodwill for impairment on an annual basis during the fourth quarter or more frequently if circumstances indicate potential impairment. We evaluated if events and circumstances as of March 31, 2023, indicated potential impairment of our reporting units. We performed a qualitative assessment by examining factors most likely to affect our reporting units' fair values, including the impact of recent U.S. bank failures. The factors examined involve significant 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, 2023, we concluded that it remained more likely than not that the fair value continues to exceed the carrying amount for each of our reporting units; therefore, goodwill was not impaired.

It is reasonably possible, however, that macroeconomic conditions, including rates of economic growth, inflation and interest, and foreign currency movements, or other events could have a material impact on one or more of the estimates and assumptions used to evaluate goodwill impairment and could result in future goodwill impairment.

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

The total carrying amount of goodwill as of March 31, 2023, and December 31, 2022, is net of accumulated impairment charges of \$17.7 billion. Of this amount, \$17.6 billion relates to the Merchant Solutions reporting unit which was impaired during the fourth quarter of 2022, and \$94 million relates to non-strategic businesses within Corporate and Other which were impaired during the fourth quarter of 2020.

Visa Europe and Contingent Value Rights

As part of the Worldpay acquisition, the Company acquired certain assets and liabilities related to the June 2016 Worldpay Group plc (Legacy Worldpay) disposal of its ownership interest in Visa Europe to Visa Inc. As part of the disposal, Legacy Worldpay received proceeds from Visa Inc. in the form of cash ("cash consideration") and convertible preferred stock ("preferred stock"), the value of which may be reduced by losses incurred relating to ongoing interchange-related litigation involving Visa Europe. The preferred stock becomes convertible into Visa Inc. Class A common stock ("common stock") in stages as determined by Visa Inc. in accordance with the relevant transaction documents pertaining to the aforementioned disposal of the Visa Europe ownership interest. The preferred stock becomes fully convertible no later than 2028 (subject to a holdback to cover any pending claims). Also in connection with the disposal and pursuant to the terms of an amendment executed on September 17, 2020, the Company will pay the former Legacy Worldpay owners 90% of the net-of-tax proceeds from the disposal, known as contingent value rights, which is recorded as a liability ("CVR liability") on the consolidated balance sheets.

The Company has elected the fair value option under ASC 825, *Financial Instruments* ("ASC 825"), for measuring its preferred stock asset and CVR liability. The fair value of the preferred stock was \$71 million and \$55 million at March 31, 2023, and December 31, 2022, respectively, recorded in Other noncurrent assets on the consolidated balance sheets. The fair value of the CVR liability was \$361 million and \$342 million at March 31, 2023, and December 31, 2022, respectively, recorded in Other noncurrent liabilities on the consolidated balance sheets. Pursuant to ASC 825, the Company remeasures the fair value of the preferred stock and CVR liability each reporting period. The net change in fair value was \$(3) million and \$25 million for the three months ended March 31, 2023 and 2022, respectively, recorded in Other income (expense), net on the consolidated statements of earnings (loss).

Equity Security Investments

The Company holds various equity securities without readily determinable fair values that primarily represent strategic investments made by the Company as well as investments obtained through acquisitions. Such investments totaled \$395 million and \$393 million at March 31, 2023, and December 31, 2022, 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 gains and losses on these investments, realized and unrealized as well as impairment losses, as Other income (expense), net on the consolidated statements of earnings (loss) and recorded net gains of \$(2) million and \$41 million for the three months ended March 31, 2023 and 2022, respectively, related to these investments.

(5) Deferred Contract Costs

Origination and fulfillment costs from contracts with customers capitalized as of March 31, 2023, and December 31, 2022, consisted of the following (in millions):

	March 31, 2023	December 31, 2022
Contract costs on implementations in progress	\$ 216	\$ 250
Contract origination costs on completed implementations, net	636	579
Contract fulfillment costs on completed implementations, net	257	251
Total Deferred contract costs, net	<u>\$ 1,109</u>	<u>\$ 1,080</u>

Amortization of deferred contract costs on completed implementations was \$91 million and \$96 million during the three months ended March 31, 2023 and 2022, respectively.

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The Company recorded \$3 million and \$16 million during the three months ended March 31, 2023 and 2022, respectively, of incremental amortization expense related to deferred contract costs resulting from the Company's platform modernization.

(6) Debt

Long-term debt as of March 31, 2023, and December 31, 2022, consisted of the following (in millions):

	March 31, 2023			March 31, 2023	December 31, 2022
	Interest Rates	Weighted Average Interest Rate (1)	Maturities		
Fixed Rate Notes					
Senior USD Notes	0.6% - 5.6%	3.9%	2024 - 2052	\$ 8,659	\$ 9,409
Senior Euro Notes	0.6% - 3.0%	1.6%	2023 - 2039	6,256	6,154
Senior GBP Notes	2.3% - 3.4%	6.6%	2029 - 2031	1,144	1,119
Revolving Credit Facility (2)		6.0%	2026	556	280
Incremental Revolving Credit Facility (3)			2023	—	—
Other (4)				(571)	(622)
Total long-term debt, including current portion				16,044	16,340
Current portion of long-term debt				(2,139)	(2,133)
Long-term debt, excluding current portion				<u>\$ 13,905</u>	<u>\$ 14,207</u>

(1) The weighted average interest rate includes the impact of interest rate swaps and excludes the impact of cross-currency interest rate swaps (see Note 7).

(2) Interest on the Revolving Credit Facility is generally payable at LIBOR plus an applicable margin of up to 1.625% plus 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) Interest on the Incremental Revolving Credit Facility is generally payable at a rate, at the option of the Company, equal to the Term SOFR Rate plus 0.10% plus a margin of up to 1.625% or equal to the Base Rate plus a margin of up to 0.625%, in either case plus an unused commitment fee of up to 0.225%.

(4) Other includes financing obligations for certain hardware and software, the fair value of interest rate swaps (see Note 7), unamortized non-cash bond discounts and unamortized debt issuance costs.

Short-term borrowings as of March 31, 2023, and December 31, 2022, consisted of the following (in millions):

	March 31, 2023		March 31, 2023	December 31, 2022
	Weighted Average Interest Rate	Maturities		
Euro-commercial paper notes ("ECP Notes")	3.0 %	Up to 183 days	\$ 1,924	\$ 2,054
U.S. commercial paper notes ("USCP Notes")	5.4 %	Up to 397 days	2,044	1,701
Other			—	42
Total Short-term borrowings			<u>\$ 3,968</u>	<u>\$ 3,797</u>

As discussed further in Note 7, the Company is a party to interest rate swaps that convert a portion of its fixed-rate debt to variable-rate debt. These interest rate swaps are designated as fair value hedges of its fixed rate debt. The Company has also entered into cross currency interest rate swaps under which it agrees to pay interest in U.S. dollars in exchange for receiving interest in a foreign currency. Although these cross currency interest rate swaps are entered into as net investment hedges of its investments in certain of its non-U.S. 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. As of March 31, 2023, the weighted average interest rate of the Company's outstanding debt was 3.7%, including the impact of interest rate swaps but excluding the impact of cross-currency interest rate swaps. Including the impact of cross-currency interest rate swaps on interest expense, the weighted average interest rate of the Company's outstanding debt was 3.0%.

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The following summarizes the aggregate maturities of our long-term debt, including other financing obligations for certain hardware and software, based on stated contractual maturities, excluding the fair value of the interest rate swaps (see Note 7) and net unamortized non-cash bond discounts of \$(552) million as of March 31, 2023 (in millions):

	Total
2023 remaining period	\$ 1,392
2024	1,311
2025	1,448
2026	1,261
2027	2,416
Thereafter	8,865
Total principal payments	16,693
Debt issuance costs, net of accumulated amortization	(97)
Total long-term debt	\$ 16,596

There are no mandatory principal payments on the Revolving Credit Facility or the Incremental Revolving Credit Facility, and any balance outstanding on the Revolving Credit Facility or the Incremental Revolving Credit Facility will be due and payable at each such facility's scheduled maturity date, which occur on March 2, 2026 and December 15, 2023, respectively.

Senior Notes

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.

On December 3, 2022, FIS repaid an aggregate principal amount of €1.0 billion in Senior Euro Notes, on their due date, pursuant to the related indenture.

On July 13, 2022, FIS completed the issuance and sale of Senior USD Notes with an aggregate principal amount of \$2.5 billion with interest rates ranging from 4.5% to 5.6% and maturities ranging from 2025 to 2052. The proceeds from the debt issuance were used for the repayment of debt under our commercial paper programs in the third quarter of 2022.

Revolving Credit Facilities

On February 28, 2023, FIS entered into a Incremental Revolving Credit Facility which provides credit commitments outstanding of \$2.0 billion, with a scheduled maturity date of December 15, 2023. The proceeds of any borrowings under the Incremental Revolving Credit Facility will be used to provide ongoing working capital and for other general corporate purposes of the Company and its subsidiaries, including the repayment of certain existing debt of the Company and its subsidiaries and to backstop the Company's commercial paper program. The Incremental Revolving Credit Facility contains customary covenants restricting, among other things, the incurrence of indebtedness, certain restricted payments and use of proceeds as well as to maintain certain financial ratios.

As of March 31, 2023, the borrowing capacity under the Revolving Credit Facility and Incremental Revolving Credit Facility was \$2,976 million (net of \$3,968 million of capacity backstopping our commercial paper notes).

Fair Value of Debt

The fair value of the Company's long-term debt is estimated to be approximately \$1,629 million and \$1,873 million lower than the carrying value, excluding the fair value of the interest rate swaps and unamortized discounts, as of March 31, 2023, and December 31, 2022, respectively.

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(7) Financial Instruments

Fair Value Hedges

The Company holds interest rate swaps with aggregate notional amounts of \$1,854 million, £925 million and €500 million at each of March 31, 2023, and December 31, 2022, 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. These swaps are designated as fair value hedges for accounting purposes with a net liability fair value of \$514 million and \$578 million reflected as a decrease in the long-term debt balance at March 31, 2023, and December 31, 2022, respectively (see Note 6).

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.

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,	
	2023	2022
Foreign currency-denominated debt designations	\$ (117)	\$ 174
Cross-currency interest rate swap designations	(104)	86
Total	\$ (221)	\$ 260

Foreign Currency-Denominated Debt Designations

The Company designates certain foreign currency-denominated debt as net investment hedges of its investment in Euro- and Pound Sterling-denominated operations. As of March 31, 2023, and December 31, 2022, an aggregate €7,499 million and €7,646 million, respectively, was designated as a net investment hedge of the Company's investment in Euro-denominated operations related to Senior Euro Notes with maturities ranging from 2023 to 2039 and ECP Notes. As of March 31, 2023, and December 31, 2022, an aggregate £746 million and £726 million, respectively, was designated as a net investment hedge of the Company's Pound Sterling-denominated operations related to the Senior GBP Notes with maturities ranging from 2029 to 2031 at March 31, 2023.

Cross-Currency Interest Rate Swap Designations

The Company holds cross-currency interest rate swaps and designates them as net investment hedges of its investment in Euro- and Pound Sterling-denominated operations.

As of March 31, 2023, and December 31, 2022, aggregate notional amounts of €6,343 million and €6,343 million, respectively, were designated as net investment hedges of the Company's investment in Euro-denominated operations, and aggregate notional amounts of £2,580 million and £2,580 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 \$246 million and \$336 million and liabilities of \$(112) million and \$(72) million at March 31, 2023, and December 31, 2022, respectively.

During the three months ended March 31, 2023 and 2022, the Company (paid) received net proceeds of approximately \$(10) million and \$135 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. Following the settlement of the existing cross-currency interest rate swaps, the Company entered into new cross-currency interest rate swaps at current market terms with similar notional amounts and maturity dates as the settled cross-currency interest rate swaps.

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(8) Commitments and Contingencies

Securities Litigation

On March 6, 2023, a complaint captioned *Palm Bay Police and Firefighters' Pension Fund v. Fidelity National Information Services, Inc., et al.*, was filed in the United States District Court for the Middle District of Florida by a shareholder of the Company. This putative class action, which names the Company and certain of its current and former officers as defendants, seeks damages for alleged violations of federal securities laws in connection with our disclosures relating to our Merchant Solutions segment. Plaintiff seeks to represent a class consisting of all persons who purchased the Company's common stock between February 9, 2021, and February 10, 2023. A second putative class action complaint, making many of the same allegations, was filed on April 28, 2023, seeking damages on behalf of a class consisting of all persons who purchased the Company's common stock between May 7, 2020, and February 10, 2023. While we believe the cases are without merit, no assurance can be given as to their ultimate outcome. We intend to contest them vigorously.

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 shareholder of the Company. This action, which was purportedly filed on behalf of the Company and names our current and certain of our former directors as defendants, makes claims for alleged breaches of federal securities laws, breaches of fiduciary duty, and corporate waste arising out of the same matters at issue in the *Palm Bay Pension Fund* matter described above.

Brazilian Tax Authorities Claims

In 2004, Proservvi 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 Transpev Group ("Transpev") in Brazil. Transpev's remaining assets were later acquired by Prosegur, an unrelated third party. When Transpev 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 Transpev and, beginning in 2012, brought claims against Prosegur and Servicos on the grounds that Prosegur and Servicos were successors in interest to Transpev. To date, the Brazilian tax authorities filed 14 claims against Servicos asserting potential tax liabilities of approximately \$12 million. There are potentially 24 additional claims against Transpev/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 \$34 million, making the total potential exposure for all 38 claims approximately \$46 million. We do not believe a liability for these 38 total claims is probable and, therefore, have not recorded a liability for any of these claims.

Tax Receivable Agreement

The Company assumed in the Worldpay acquisition a Tax Receivable Agreement ("TRA") under which the Company agreed to make payments to Fifth Third Bank ("Fifth Third") of 85% of the federal, state, local and foreign income tax benefits realized by the Company as a result of certain tax deductions. In December 2019, the Company entered into a Tax Receivable Purchase Addendum (the "Amendment") that provides written call and put options (collectively "the options") to terminate certain estimated obligations under the TRA in exchange for fixed cash payments.

The remaining TRA obligations not subject to the Amendment are based on the cash savings realized by the Company by comparing the actual income tax liability of the Company to the amount of such taxes the Company would have been required to pay had there been no deductions related to the tax attributes. Under the TRA, in certain specified circumstances, such as certain changes of control, the Company may be required to make payments in excess of such cash savings.

Obligations recorded in our consolidated financial statements pursuant to the TRA are based on estimates of future deductions and future tax rates and, in the case of the obligations subject to the Amendment, reflect management's expectation that the options will be exercised. In January 2023, the Company exercised its third call option pursuant to the Amendment, which results in fixed cash payments to Fifth Third of \$138 million. The timing and/or amount of aggregate payments due under the TRA may vary based on a number of factors, including the exercise of options, the amount and timing of taxable income the Company generates in the future and the tax rate then applicable, the use of loss carryforwards and amortizable basis. Each reporting period, the Company evaluates the assumptions underlying the TRA obligations.

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The consolidated balance sheets as of March 31, 2023, and December 31, 2022, include a total liability of \$172 million and \$266 million, respectively, relating to the TRA.

Chargeback Liability

Through services offered in our Merchant Solutions segment, the Company is exposed to potential losses from merchant-related chargebacks. A chargeback occurs when a dispute between a cardholder and a merchant, including a claim for non-delivery of the product or service by the merchant, is not resolved in favor of the merchant and the transaction is charged back to the merchant resulting in a refund of the purchase price to the cardholder. If the Company is unable to collect this chargeback amount from the merchant due to closure, bankruptcy or other reasons, the Company bears the loss for the refund paid to the cardholder. The risk of chargebacks is typically greater for those merchants that promise future delivery of goods and services rather than delivering goods or rendering services at the time of payment.

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 software applications or services. 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.

(9) Net Earnings (Loss) per Share

The basic weighted average shares and common stock equivalents for the three months ended March 31, 2023 and 2022, 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, 2023 and 2022 (in millions, except per share amounts):

	Three months ended March 31,	
	2023	2022
Net earnings attributable to FIS common stockholders	\$ 140	\$ 120
Weighted average shares outstanding-basic	592	610
Plus: Common stock equivalent shares	1	4
Weighted average shares outstanding-diluted	593	614
Net earnings per share-basic attributable to FIS common stockholders	\$ 0.24	\$ 0.20
Net earnings per share-diluted attributable to FIS common stockholders	\$ 0.24	\$ 0.20

Options to purchase approximately 9 million and 5 million shares of our common stock, were not included in the computation of diluted earnings per share for the three months ended March 31, 2023 and 2022, respectively, 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 at management's discretion from time to time on the open market or in privately negotiated transactions and through Rule 10b5-1 plans. The new repurchase program has no expiration date and may be suspended for periods, amended or discontinued at any time. Approximately 64 million shares remained available for repurchase as of March 31, 2023. Our current plan for 2023 is to reorient our use of excess cash flow from share repurchases to debt reduction, in part given our outlook for business trends in 2023.

(10) Segment Information

**FIDELITY NATIONAL INFORMATION SERVICES, INC.
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FIS reports its financial performance based on the following segments: Banking Solutions, Merchant Solutions, Capital Market Solutions and Corporate and Other. Below is a summary of each segment. The Company regularly assesses its portfolio of assets and reclassified certain businesses from Capital Market Solutions to Banking Solutions and to the Corporate and Other Segment in the quarter ended March 31, 2023, and recast all prior-period segment information presented. Revenue from the reclassified businesses during the quarter ended March 31, 2023, represented less than 1% of consolidated revenue for the period.

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. Banking serves clients in more than 100 countries. 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 opportunities for further investments in innovation, integration, information and security, and compliance in a cost-effective manner.

Merchant Solutions ("Merchant")

The Merchant segment is focused on serving merchants of all sizes globally, enabling them to accept, authorize and settle electronic payment transactions. Merchant includes all aspects of payment processing, including value-added services, such as security, fraud prevention, advanced data analytics, foreign currency management and numerous funding options. Merchant serves clients in over 100 countries. Our Merchant clients are highly-diversified, including global enterprises, national retailers and small- to medium-sized businesses. The Merchant segment utilizes broad and varied distribution channels, including direct sales forces and multiple referral partner relationships that provide us with access to new and existing markets.

On February 13, 2023, we announced plans to spin off our Merchant Solutions business as further discussed in Item 2 "*Management's Discussion and Analysis of Financial Condition and Results of Operations.*"

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 operate in more than 100 countries and 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. The overhead and leveraged costs relate to corporate marketing, corporate finance and accounting, human resources, legal, and amortization of acquisition-related intangibles and other costs, such as acquisition, integration and transformation-related expenses, 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 March 31,	
	2023	2022
Acquisition and integration	\$ 9	\$ 48
Enterprise transformation, including Future forward and platform modernization	76	80
Severance and other termination expenses associated with enterprise cost control initiatives and changes in senior management	28	11
Planned spin-off of the Merchant Solutions business	11	—
Stock-based compensation, primarily from certain performance-based awards	—	24
Other, including divestiture-related expenses, enterprise costs control and other initiatives	3	28
Total acquisition, integration and other costs	\$ 127	\$ 190

Amounts in table may not sum due to rounding.

Other costs in Corporate and Other also included 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 totaling \$19 million and \$52 million for the three months ended March 31, 2023 and 2022, respectively, which is recorded in depreciation and amortization in the statement of operations. Additionally, during the quarter ended March 31, 2022, the Company recorded \$58 million of impairments primarily related to real estate-related assets resulting from office space reductions.

Adjusted EBITDA

Adjusted EBITDA is a measure of segment profit or loss that is reported to the chief operating decision maker 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, net other income (expense), income tax provision (benefit) 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. 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.

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

	Banking Solutions	Merchant Solutions	Capital Market Solutions	Corporate and Other	Total
Revenue	\$ 1,685	\$ 1,105	\$ 663	\$ 57	\$ 3,510
Operating expenses	(1,164)	(720)	(436)	(853)	(3,173)
Depreciation and amortization (including purchase accounting amortization)	155	96	93	551	895
Acquisition, integration and other costs	—	—	—	127	127
Adjusted EBITDA	<u>\$ 676</u>	<u>\$ 481</u>	<u>\$ 320</u>	<u>\$ (118)</u>	<u>\$ 1,359</u>
Adjusted EBITDA					\$ 1,359
Depreciation and amortization					(347)
Purchase accounting amortization					(548)
Acquisition, integration and other costs					(127)
Interest expense, net					(137)
Other income (expense), net					(11)
(Provision) benefit for income taxes					(48)
Net earnings attributable to noncontrolling interest					(1)
Net earnings attributable to FIS common stockholders					<u>\$ 140</u>
Capital expenditures	<u>\$ 98</u>	<u>\$ 102</u>	<u>\$ 63</u>	<u>\$ 16</u>	<u>\$ 279</u>

For the three months ended March 31, 2022 (in millions):

	Banking Solutions	Merchant Solutions	Capital Market Solutions	Corporate and Other	Total
Revenue	\$ 1,659	\$ 1,112	\$ 627	\$ 94	\$ 3,492
Operating expenses	(1,104)	(682)	(413)	(1,136)	(3,335)
Depreciation and amortization (including purchase accounting amortization)	152	92	86	683	1,013
Acquisition, integration and other costs	—	—	—	190	190
Asset impairments	—	—	—	58	58
Adjusted EBITDA	<u>\$ 707</u>	<u>\$ 522</u>	<u>\$ 300</u>	<u>\$ (111)</u>	<u>\$ 1,418</u>
Adjusted EBITDA					\$ 1,418
Depreciation and amortization					(363)
Purchase accounting amortization					(650)
Acquisition, integration and other costs					(190)
Asset impairments					(58)
Interest expense, net					(43)
Other income (expense), net					61
(Provision) benefit for income taxes					(54)
Net earnings attributable to noncontrolling interest					(1)
Net earnings attributable to FIS common stockholders					<u>\$ 120</u>
Capital expenditures	<u>\$ 160</u>	<u>\$ 143</u>	<u>\$ 81</u>	<u>\$ 28</u>	<u>\$ 412</u>

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, including statements about anticipated financial outcomes, including any earnings guidance or projections, projected revenue or expense synergies or dis-synergies, business and market conditions, outlook, accruals and estimates, foreign currency exchange rates, deleveraging plans, expected dividends and share repurchases of the Company and following the proposed spin-off of the Merchant Solutions business, the Company's and the Merchant Solutions business' sales pipelines and anticipated profitability and growth, assumptions and strategies of the Company and the Merchant Solutions business following the proposed spin-off, the anticipated benefits of the spin-off, the expected timing of completion of the spin-off, 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. 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 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 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;
- risks associated with the impact or terms of the previously announced proposed spin-off of the Company's Merchant Solutions business, including the impact on our businesses, resources, systems, procedures and controls, diversion of management's attention and the impact on relationships with customers, governmental authorities, suppliers, employees and other business counterparties;
- risks associated with the expected benefits of the proposed spin-off, including the risk that the expected benefits of the proposed spin-off will not be realized within the expected timeframe, in full or at all, and the risk that conditions to the proposed spin-off will not be satisfied and/or that the proposed spin-off will not be completed within the expected timeframe, on the expected terms or at all;
- failure to obtain the expected qualification of the proposed spin-off as a tax-free transaction for U.S. federal income tax purposes, including whether or not an IRS ruling will be obtained;

- the risk that any consents or approvals required in connection with the proposed spin-off will not be received or obtained within the expected timeframe, on the expected terms or at all;
- risks associated with expected financing transactions undertaken in connection with the proposed spin-off and risks associated with indebtedness incurred in connection with the proposed spin-off, including the potential inability to access or reduced access to the capital markets or increased cost of borrowings, including as a result of a credit rating downgrade;
- the risk that dis-synergy costs, costs of restructuring transactions and other costs incurred in connection with the proposed spin-off will exceed our estimates or otherwise adversely affect our business or operations;
- 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 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 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;
- major bank failures or sustained financial market illiquidity;
- 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 elsewhere in the Risk Factors and other sections of our Annual Report on Form 10-K for the fiscal year ended December 31, 2022, in our Quarterly Reports on Form 10-Q and in our other filings with the SEC.

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 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.

We have grown both organically and through acquisitions. Organic 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 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 organic and inorganic growth initiatives to enhance the long-term value of our business.

FIS reports its financial performance based on the following segments: Banking Solutions ("Banking"), Merchant Solutions ("Merchant"), Capital Market Solutions ("Capital Markets") and Corporate and Other. The Company regularly assesses its portfolio of assets and reclassified certain businesses from Capital Market Solutions to Banking Solutions and to the Corporate and Other Segment in the quarter ended March 31, 2023, and recast all prior-period segment information presented. A description of our segments is included in Note 10 to the consolidated financial statements. Revenue by segment and the Adjusted EBITDA of our segments are discussed below in Segment Results of Operations. Amounts in tables below may not sum or calculate due to rounding.

Business Trends and Conditions

Our revenue is primarily derived from a combination of technology and processing solutions, transaction 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, Australia, Canada and Brazil. 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. Although Merchant has a lesser percentage of multi-year contracts, substantially all of our Merchant revenue is recurring, derived from transaction processing fees that fluctuate with the number or value of transactions processed, among other variable measures associated with consumer activity. 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.

The U.S. and Europe, the two largest geographic areas for our businesses, are experiencing slower economic growth than in recent years. In 2022, we began to experience lengthening sales cycles in Banking and Capital Markets, particularly across large transactions with a total contract value in excess of \$50 million. We also experienced, and continue to experience, higher rates of inflation in these 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. Given the nature of our varied businesses, the magnitude of future effects of slower economic growth, including lengthy sales cycles and inflation, are difficult to predict, although they have had and are expected to continue to have an adverse effect on our results of operations. In 2022, the strengthening of the U.S. dollar had a negative impact on our revenue and earnings; however, it has weakened in recent months, tempering the effects. 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. Rising interest rates had, and may continue to have, a negative impact on our interest expense.

In 2022, we also recorded a goodwill impairment charge of \$17.6 billion related to the Merchant Solutions reporting unit. The impairment reflects our intermediate-term expectation of lower growth in the segment, particularly related to the SMB sub-segment. See "*Goodwill Impairment*" in our Critical Accounting Policies and Note 6 to the consolidated financial statements in the Company's Annual Report on Form 10-K for the year ended December 31, 2022, for further details. The Merchant segment revenue growth decelerated over the second half of 2022, particularly in the fourth quarter, primarily reflecting a decline in SMB sub-segment revenues, attributable to slower economic growth and competitive pressures. Additionally, our Enterprise sub-segment was negatively impacted in 2022 by a decline in U.K.- derived revenue, principally reflecting softer economic conditions in the region. These trends continued in the first quarter of 2023, and we anticipate them to continue in the short term. In addition, the war in Ukraine has negatively affected, and as long as it continues is expected to continue to negatively affect, our Merchant business.

As a result of the factors noted above, for the Company as a whole, we expect 2023 revenue growth will be substantially slower than 2022, and we expect to experience margin compression in 2023 as compared to 2022. Over the longer term, we expect improvements in revenue growth and margins in response to improving economic conditions and planned management actions, including our Future Forward program discussed below.

On February 13, 2023, we announced plans to spin off our Merchant Solutions business ("SpinCo"). We may retain a minority interest of up to 19.9% of SpinCo. The planned separation is intended to create two independent, publicly traded companies with enhanced strategic and operational focus and to enable more tailored capital allocation and investment decisions to unlock growth. While we believe the spin-off will be beneficial to both FIS and, following the spin, SpinCo, and therefore indirectly to our shareholders, it will result in some one-time costs and revenue and expense dis-synergies. The latter are expected to include higher interest expense as a result of replacing lower coupon FIS debt with higher coupon Merchant debt, in part due to expected credit ratings and the current interest rate environment. FIS and SpinCo are expected to maintain a commercial relationship to ensure continuity for clients. We expect the spin-off to be completed by early 2024. The proposed spin-off is subject to customary conditions, including final approval by our Board of Directors, receipt of a tax opinion and a private letter ruling from the Internal Revenue Service, the filing and effectiveness of a Form 10 registration statement with the

SEC, SpinCo's ability to raise new debt and obtaining of all required regulatory approvals. No assurance can be given that a spin-off will in fact occur, or that it will achieve the anticipated benefits, on our desired timetable or at all. See "Risk Factors—Risks Related to the Planned Spin-Off of our Merchant Business" in Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2022.

We anticipate that, in connection with the proposed spin-off, SpinCo will incur indebtedness and, immediately prior to the closing of the proposed spin-off, pay a cash dividend to FIS using proceeds of such indebtedness. The amount of any such dividend will depend upon SpinCo's ability to raise new indebtedness which, in turn, will depend upon its historic and anticipated business, financial performance and liquidity as well as market conditions, credit ratings and other factors, some of which are outside our control. We intend to use the cash distributed to FIS by SpinCo from the dividend to reduce our indebtedness to a level consistent with our current investment grade credit ratings and for general corporate purposes, including paying for costs of the spin-off. We expect that our weighted average interest rate after the spin-off will be higher than it was as of March 31, 2023.

In November 2022, we launched an enterprise-wide efficiency program, Future Forward, with a focus on streamlining operations, accelerating time to market of new solutions and improving profitability and cash flow. We are targeting cash savings from Future Forward of \$1.25 billion by year-end 2024, consisting of \$600 million of operating expense savings (run rate as of end of 2024), \$300 million of capital expense savings (run rate as of end of 2024) and \$350 million of cumulative savings by year-end 2024 from the reduction or elimination of acquisition, integration and transformation-related expenses, in each case prior to the effects of the proposed spin-off of the Merchant Solutions business, which we believe will reduce the available savings.

We continue to assist financial institutions 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 organically and through investment opportunities in companies building complementary technologies in the financial services space. Our internal efforts in research and 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 our practice of investing 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 failures is limited, and we may be a long-term beneficiary of the recent disruption. 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 1% of 2022 total Company revenue. With respect to U.S. financial institutions that closed in March 2023, FIS continues to provide services for these banks and is paid during their transition, and our revenue exposure from potential contract terminations related to these banks is nominal. 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 being affected by new market entrants and by an evolving regulatory environment. As merchants and 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 ("CNP") 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.

Globally, attacks on information technology systems, such as those operated by FIS, continue to grow in frequency, complexity and sophistication. This is a trend we expect to continue. These circumstances present both a threat and an opportunity for FIS. We maintain significant focus on and investment in information security that is designed to mitigate threats to our systems and solutions. Through the expertise we have gained with this ongoing focus and investment, we have developed and offer fraud, security, risk management and compliance solutions to target the growth opportunity in the financial services industry.

Critical Accounting Policies and Estimates

There have been no significant changes to our critical accounting policies as disclosed in our Annual Report on Form 10-K for the year ended December 31, 2022.

Consolidated Results of Operations - Comparisons of three-month periods ended March 31, 2023 and 2022

	Three months ended March 31,			
	2023	2022	\$	%
	(In millions)		Change	Change
Revenue	\$ 3,510	\$ 3,492	\$ 18	1 %
Cost of revenue	(2,169)	(2,242)	73	(3)
Gross profit	1,341	1,250	91	7
Gross profit margin	38 %	36 %		
Selling, general and administrative expenses	(1,004)	(1,035)	31	(3)
Asset impairments	—	(58)	58	NM
Operating income	\$ 337	\$ 157	180	115
Operating margin	10 %	4 %		

NM = Not meaningful

Revenue

Revenue for the three months ended March 31, 2023, increased primarily due to strong recurring revenue growth and professional services in Banking, increased Merchant volumes, and strong recurring growth in Capital Markets. Revenue was negatively impacted by unfavorable foreign currency movements, primarily related to a stronger U.S. Dollar versus the British Pound Sterling and Euro as compared to the prior-year period. See "Segment Results of Operations" below for more detailed explanation.

Cost of Revenue, Gross Profit and Gross Profit Margin

Cost of revenue for the three months ended March 31, 2023, decreased due to lower intangible asset amortization resulting primarily from foreign currency movements, partially offset by cost inflation, contributing to higher gross profit and gross profit margin.

Selling, General and Administrative Expenses

Selling, general and administrative expenses for the three months ended March 31, 2023, decreased primarily due to lower acquisition, integration and other costs, partially offset by cost inflation.

Asset Impairments

For the three months ended March 31, 2022, the Company recorded impairments of \$58 million related primarily to real estate-related assets as a result of office space reductions.

Operating Income and Operating Margin

The change in operating income for the three months ended March 31, 2023, resulted from the revenue and cost variances noted above. The operating margin for the three months ended March 31, 2023, benefited from lower asset impairments and intangible asset amortization compared to the prior-year period.

Total Other Income (Expense), Net

	Three months ended March 31,			
	2023	2022	\$	%
	(In millions)		Change	Change
Other income (expense):				
Interest expense, net	\$ (137)	\$ (43)	\$ (94)	219 %
Other income (expense), net	(11)	61	(72)	NM
Total other income (expense), net	\$ (148)	\$ 18	(166)	NM

NM = Not meaningful

The increase in interest expense, net during the three months ended March 31, 2023, was primarily due to higher interest rates on our debt and higher outstanding debt throughout the three months ended March 31, 2023, offset in part by increased interest income.

Other income (expense), net includes the net change in fair value of the CVR-related preferred stock and CVR liability of \$(3) million and \$25 million for the three months ended March 31, 2023 and 2022, respectively. Other income (expense), net also includes net gains (losses) on equity security investments without readily determinable fair values of \$(2) million and \$41 million for the three months ended March 31, 2023 and 2022, respectively. See Note 4 to the consolidated financial statements.

Provision (Benefit) for Income Taxes

	Three months ended March 31,			
	2023	2022	\$ Change	% Change
	(In millions)			
Provision (benefit) for income taxes	\$ 48	\$ 54	\$ (6)	NM
Effective tax rate	25 %	31 %		

NM = Not meaningful

The decrease in the effective tax rate for the three months ended March 31, 2023, was primarily due to the ratio of book to tax differences to pre-tax earnings.

Segment Results of Operations - Comparisons of three-month periods ended March 31, 2023 and 2022

FIS reports its financial performance based on the following segments: Banking Solutions, Merchant 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), 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 chief operating decision maker 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*. 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 10 to the consolidated financial statements.

Banking Solutions

	Three months ended March 31,			
	2023	2022	\$ Change	% Change
	(In millions)			
Revenue	\$ 1,685	\$ 1,659	\$ 26	2 %
Adjusted EBITDA	\$ 676	\$ 707	(31)	(4)
Adjusted EBITDA margin	40.1 %	42.6 %		
Adjusted EBITDA margin basis points change	(250)			

Three months ended March 31:

Recurring revenue contributed 3% to growth, primarily due to increased processing volumes. Professional services revenue contributed 1% to growth, and software license and other non-recurring revenue contributed (2%) to growth.

Adjusted EBITDA and adjusted EBITDA margin decreased as the revenue impacts noted above were offset by lower-margin revenue mix and cost inflation.

Merchant Solutions

	Three months ended March 31,			
	2023	2022	\$ Change	% Change
	(In millions)			
Revenue	\$ 1,105	\$ 1,112	\$ (7)	(1)%
Adjusted EBITDA	\$ 481	\$ 522	(41)	(8)
Adjusted EBITDA margin	43.5 %	47.0 %		
Adjusted EBITDA margin basis points change	(350)			

Three months ended March 31:

Revenue decreased primarily due to foreign currency movements versus the prior year. Global eCommerce volumes, including those related to our Payrix acquisition, contributed 5% to growth, Enterprise volumes contributed (2%) to growth and SMB volumes contributed (1%) to growth. Revenue was negatively impacted by unfavorable foreign currency movements, which contributed (3%) to growth primarily related to a stronger U.S. Dollar versus the British Pound Sterling as compared to the prior-year period.

Adjusted EBITDA and adjusted EBITDA margin decreased as the revenue impacts noted above were offset by lower-margin revenue mix and cost inflation.

On February 13, 2023, we announced our plans to spin off the Merchant business, with the intention to create a new, publicly traded company. We expect the spin-off to be completed by early 2024. The proposed spin-off is subject to customary conditions, including final approval by our Board of Directors, receipt of a tax opinion and a private letter ruling from the Internal Revenue Service, the filing and effectiveness of a Form 10 registration statement with the SEC SpinCo's ability to raise new debt and obtaining of all required regulatory approvals. No assurance can be given that a spin-off will in fact occur on our desired timetable or at all. See "Business Trends and Conditions" in Item 2 of this Quarterly Report.

Capital Market Solutions

	Three months ended March 31,			
	2023	2022	\$ Change	% Change
	(In millions)			
Revenue	\$ 663	\$ 627	\$ 36	6 %
Adjusted EBITDA	\$ 320	\$ 300	20	7
Adjusted EBITDA margin	48.2 %	47.9 %		
Adjusted EBITDA margin basis points change	30			

Three months ended March 31:

Revenue increased primarily due to recurring revenue contributing 8% to growth from strong new sales momentum. Professional services revenue contributed (1%) to growth. Revenue was also negatively impacted by unfavorable foreign currency movements, contributing (1%) to growth primarily related to a stronger U.S. Dollar versus the British Pound Sterling as compared to the prior-year period.

Adjusted EBITDA increased primarily due to the revenue impacts noted above. Adjusted EBITDA margin increased primarily due to strong contribution margins from revenue growth.

Corporate and Other

	Three months ended March 31,			
	2023	2022	\$ Change	% Change
	(In millions)			
Revenue	\$ 57	\$ 94	\$ (37)	(39)%
Adjusted EBITDA	\$ (118)	\$ (111)	(7)	6

The Corporate and Other segment results consist of selling, general and administrative expenses and depreciation and intangible asset amortization not otherwise allocated to the reportable segments. Corporate and Other also includes operations from certain non-strategic businesses.

Three months ended March 31:

Revenue decreased due to divestitures of non-strategic businesses in 2022 as well as client attrition in our non-strategic businesses..

Adjusted EBITDA decreased as a result of the revenue impacts noted above and higher corporate expenses, which were partially offset by foreign currency movements impacting corporate and infrastructure expenses related to a stronger U.S. Dollar versus the British Pound Sterling and Indian Rupee.

Liquidity and Capital Resources**Cash Requirements**

Our ongoing cash requirements include operating expenses, income taxes, tax receivable obligations, mandatory debt service payments, capital expenditures, stockholder dividends, regulatory requirements, 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 6 to the consolidated financial statements.

As of March 31, 2023, the Company had \$4,847 million of available liquidity, including \$1,871 million of cash and cash equivalents and \$2,976 million of capacity available under its Revolving Credit Facility and Incremental Credit Facility. Approximately \$1,056 million of cash and cash equivalents is held by our foreign entities, including amounts related to regulatory requirements. The majority of our domestic cash and cash equivalents relates to settlement payables and net deposits-in-transit, which are typically settled within a few business days. Debt outstanding totaled \$20.0 billion, with an effective weighted average interest rate of 3.0%.

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.

In January 2023, the Board of Directors approved a quarterly dividend of \$0.52 per share beginning with the first quarter of 2023. A regular quarterly dividend of \$0.52 per common share is payable on June 23, 2023, to shareholders of record as of the close of business on June 9, 2023. We currently expect to continue to pay quarterly dividends at a target payout ratio consistent with our previously announced capital allocation strategy. 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 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 repurchase program has no expiration date and may be suspended for periods, amended or discontinued at any time. Approximately 64 million shares remained available for repurchase as of March 31, 2023. Our current plan for 2023 is to reorient our use of excess cash flow from share repurchases to

debt reduction, in part given our outlook for business trends in 2023. Although we continue to evaluate the optimal capital structure for our Merchant business following the proposed spin-off, we intend to maintain investment grade debt ratings for FIS. The spin-off will also result in significant one-time costs that we will be required to fund.

Cash Flows from Operations

Cash flows from operations were \$632 million and \$896 million for the three-month periods ended March 31, 2023, and 2022, respectively. Our net cash provided by operating activities consists primarily of net earnings, adjusted to add back depreciation and amortization and other non-cash items. Cash flows from operations decreased \$264 million in the three-month period ended March 31, 2023, primarily due to a decrease in net earnings after adjusting to add back depreciation and other non-cash items and to working capital timing.

Capital Expenditures and Other Investing Activities

Our principal capital expenditures are for software (purchased and internally developed) and additions to property and equipment. We invested approximately \$279 million and \$412 million in capital expenditures (excluding other financing obligations for certain hardware and software) during the three-month periods ended March 31, 2023 and 2022, respectively. We expect to continue investing in property and equipment, purchased software and internally developed software to support our business.

During the three-month periods ended March 31, 2023 and 2022, we (paid) received approximately \$(10) million and \$135 million of net cash reflected as investing activities due to the settlement of existing cross-currency interest rate swaps. See Note 7 to the consolidated financial statements. In January 2023, the Founders of Virtus 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.

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 27, 2023, and "Quantitative and Qualitative Disclosures About Market Risk—Interest Rate Risk" in Item 3 as well as Notes 6 and 7 to the consolidated financial statements.

Contractual Obligations

There were no material changes in our contractual obligations through the three months ended March 31, 2023, in comparison to the table included in our Annual Report on Form 10-K for the year ended December 31, 2022, except as disclosed in Note 6 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 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 and related interest rate swaps.

Our fixed rate senior notes (as included in Note 6 to the consolidated financial statements) represent the majority of our fixed-rate long-term debt obligations as of March 31, 2023. The carrying value, excluding the fair value of the interest rate swaps described below and unamortized discounts, of our senior notes was \$16.1 billion as of March 31, 2023. The fair value of

our senior notes was approximately \$14.4 billion as of March 31, 2023. The potential reduction in fair value of the senior notes from a hypothetical 10 percent 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, Revolving Credit Facility and Incremental Revolving Credit Facility (as described in Note 6 to the consolidated financial statements) and the notional amounts of our interest rate swaps designated as fair value hedges (collectively, "variable-rate debt"). At March 31, 2023, our weighted-average cost of debt was 3.0% with a weighted-average maturity of 5.6 years; 62% of our debt was fixed rate, and the remaining 38% was variable-rate debt, inclusive of fair value adjustments of interest rate swaps. A 100 basis-point increase in the weighted-average interest rate on our variable-rate debt would have increased our annual interest expense by \$81 million. We performed the foregoing sensitivity analysis based solely on the outstanding balance of our variable-rate debt as of March 31, 2023. This sensitivity analysis does not take into account any changes that occurred in the prior 12 months or that may take place in the next 12 months in the amount of our outstanding debt. Further, this sensitivity analysis assumes the change in interest rates is applicable for an entire year. For comparison purposes, based on the outstanding balance of our variable-rate debt as of March 31, 2022, and calculated in the same manner as set forth above, an increase of 100 basis points in the weighted-average interest rate would have increased our annual interest expense by approximately \$71 million.

As of March 31, 2023, the following interest rate swaps converting the interest rate exposure on certain of our senior notes from fixed to variable were outstanding (in millions):

Notional Amount by Currency		Maturities	Weighted Average Receive Rate	Weighted Average Pay Rate
\$	1,854	2029 - 2031	2.74 %	6.48 %
£	925	2029 - 2031	3.00 %	6.63 %
€	500	2024	1.10 %	3.17 %

By entering into the aforementioned swap agreements, we have assumed risks associated with variable interest rates based upon LIBOR, or Daily Compounded SONIA as applicable based on the phase-out of LIBOR rates, or Euribor. Changes in the overall level of interest rates affect the interest expense that we recognize. We designated the interest rate swaps as fair value hedges for accounting purposes as described in Note 7 to the consolidated financial statements. A 100 basis-point increase in the 3-month USD LIBOR rate, Daily Compounded SONIA rate and 3-month Euribor rate, as applicable, for the interest rate swaps outstanding as of March 31, 2023 and 2022, would increase our annual interest expense by approximately \$35 million and \$36 million, respectively.

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 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.

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 \$675 million and \$703 million during the three months ended March 31, 2023 and 2022, 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 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 months ended March 31, 2023 and 2022 (in millions):

Currency	Three months ended March 31,	
	2023	2022
Pound Sterling	\$ 43	\$ 43
Euro	8	7
Real	4	4
Rupee	1	3
Australian Dollar	3	3
Total increase or decrease	\$ 59	\$ 60

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 and other balance sheet items. 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 (see Note 7 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 Commission's rules and forms and (b) accumulated and communicated to management, including our principal executive and principal financial officers, as appropriate to allow timely decisions regarding required disclosure.

There have been no changes in our internal control over financial reporting that occurred during the most recent fiscal quarter that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Part II: OTHER INFORMATION

Item 1A. Risk Factors

See Item 1A. *Risk Factors* in our Annual Report on Form 10-K for the year ended December 31, 2022, for a detailed discussion of risk factors affecting the Company. There have been no material changes in the risk factors described therein except for the addition of the new risk factor included below.

Bank failures or sustained financial market disruptions could adversely affect our business, financial condition and results of operations.

We regularly maintain domestic cash deposits in banks that are not subject to insurance protection against loss or exceed the deposit limits. We also maintain cash deposits in foreign banks where we operate, some of which are not insured or are only partially insured. The failure of a bank, or events involving limited liquidity, defaults, non-performance or other adverse conditions in the financial or credit markets impacting financial institutions at which we maintain balances, or concerns or rumors about such events, may lead to disruptions in access to our bank deposits or otherwise adversely impact our liquidity and financial performance. There can be no assurance that our deposits in excess of the insurance limits will be backstopped by the U.S. or applicable foreign government, or that any bank or financial institution with which we do business will be able to obtain needed liquidity from other banks, government institutions or otherwise in the event of a failure or liquidity crisis.

Our clients, including those of our clients that are banks, may be similarly adversely affected by any bank failure or other event affecting financial institutions. Any resulting adverse effects to our clients' liquidity or financial performance could reduce the demand for our services or affect our allowance for credit losses and collectability of trade receivables. A significant change in the liquidity or financial position of our clients could cause unfavorable trends in receivable collections and cash flows and additional allowances for anticipated losses may be required. These additional allowances could materially adversely affect our future financial results.

In addition, instability, liquidity constraints or other distress in the financial markets, including the effects of bank failures, defaults, non-performance or other adverse developments that affect financial institutions, could impair the ability of one or more of the banks participating in our current or any future credit facilities to honor their commitments. This could have an adverse effect on our business if we were not able to replace those commitments or to locate other sources of liquidity on acceptable terms.

Item 6. Exhibits

Exhibit No.	Exhibit Description	Incorporated by Reference				Filed/ Furnished Herewith
		Form	SEC File Number	Exhibit	Filing Date	
10.1	<u>Form of Stock Option Grant under Fidelity National Information Services, Inc. amended and restated 2022 Omnibus Incentive Plan for grants made beginning in March 2023. (1)</u>					*
10.2	<u>Form of Performance Stock Unit Grant under Fidelity National Information Services, Inc. amended and restated 2022 Omnibus Incentive Plan for grants made beginning in March 2023. (1)</u>					*
10.3	<u>Form of Restricted Stock Unit Grant under Fidelity National Information Services, Inc. amended and restated 2022 Omnibus Incentive Plan for grants made beginning in March 2023. (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 Erik Hoag, Corporate Executive Vice President and 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>					*
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 Erik Hoag, Corporate Executive Vice President and 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 plan or 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 2, 2023

By: /s/ Erik Hoag
Erik Hoag
Corporate Executive Vice President and Chief Financial Officer (Principal
Financial Officer)

FIDELITY NATIONAL INFORMATION SERVICES, INC.

Date: May 2, 2023

By: /s/ Thomas K. Warren
Thomas K. Warren
Chief Accounting Officer (Principal Accounting Officer)

Fidelity National Information Services, Inc.

Notice of Stock Option Grant

You (the “Optionee”) have been granted the following stock option (the “Option”) to purchase 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”):

Optionee:	«Name»
Total Number of Shares subject to Option:	«Shares»
Grant Date:	«Date»
Grant Date Closing Price:	«Price»
Exercise Price per Share:	See Exhibit A
Vesting Schedule:	One-third vests on the 1st anniversary of the Grant Date One-third vests on the 2nd anniversary of the Grant Date One-third vests on the 3rd anniversary of the Grant Date
Expiration Date:	7 years following the Grant Date
Option Type:	Nonqualified Stock Option

See the Stock Option Agreement and Plan Prospectus for the specific provisions related to this Notice of Stock Option Grant and the Option granted hereunder, including the time period for exercise under various termination events and other important information concerning the Option.

Fidelity National Information Services, Inc.

**2022 Omnibus Incentive Plan
Stock Option Agreement**

SECTION 1. GRANT OF OPTION

(a) Option. On the terms and conditions set forth in the Notice of Stock Option Grant (the “Grant”) and this Stock Option Agreement (this “Agreement”), the Company grants to the Optionee on the Grant Date the Option to purchase the number of Shares set forth in the Grant, at the Exercise Price per share set forth in the Grant, and the Optionee, by acceptance hereof, agrees to the terms and conditions of this Agreement.

(b) Plan and Defined Terms. The Option is granted pursuant to the Fidelity National Information Services, Inc. 2022 Omnibus Incentive Plan (the “Plan”). All terms, provisions, and conditions applicable to the Option 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. RIGHT TO EXERCISE

Subject to such limitations as the Company may impose (including prohibition of one or more of the following payment methods), payment of the Exercise Price may be made by (a) cash or its equivalent, (b) by tendering Shares or directing the Company to withhold Shares from the Option having an aggregate Fair Market Value at the time of exercise equal to the Exercise Price, (c) by broker-assisted cashless exercise, (d) in any other manner then permitted by the Compensation Committee of the Board (the “Committee”), or (e) by a combination of any of the permitted methods of payment. The Company may require the Optionee to furnish or execute such other documents as the Company shall reasonably deem necessary (i) to evidence such exercise and (ii) to comply with or satisfy the requirements of the Securities Act of 1933, as amended, the Exchange Act, applicable state or non-U.S. securities laws or any other law.

Upon exercise of any portion of the Option, the Optionee shall be entitled to receive from the Company the number of Shares with respect to which the Option is exercised; provided, however, at the sole discretion of the Company, the Option may be settled in cash, in U.S. dollars or other applicable currency, in an amount determined by multiplying (x) the Fair Market Value of a Share on the date of exercise less the Exercise Price per Share by (y) the number of Shares with respect to which the Option is exercised. In each case, the payment shall be subject to any required tax withholding pursuant to Section 7(b) of this Agreement.

SECTION 3. TERM; EXPIRATION; FORFEITURE AND CHANGE IN CONTROL

(a) Basic Term. Subject to earlier forfeiture pursuant to the terms herein, the Option shall expire and may no longer be exercised on the Expiration Date set forth in the Grant.

(b) Forfeiture. The Option shall be subject to forfeiture until the Option vests in accordance with Exhibit A and the unvested portion of the Option shall be forfeited upon the termination of the Optionee’s employment with the Company or its Subsidiary for any reason, except (to the extent provided herein) in the case of: (i) death, Disability (as defined below), Qualified Involuntary Termination (as defined below) or Qualified Retirement (as defined below) of the Optionee; (ii) subject to the provisions of an employment agreement between the Company or its Subsidiary and the Optionee; or (iii) a Change in Control as described in Section 3(f) below. The vested portion of the Option shall be forfeited prior to the Expiration Date and may no longer be exercised on the earliest of the following occasions:

- (i) For the death or Disability of the Optionee, the date that is one (1) year following the Optionee’s death or Disability;

(ii) For a termination of the Optionee's employment due to a Qualified Retirement, the Expiration Date as set forth in Section 3(c) below;

(iii) For a termination of the Optionee's employment due to a Qualified Involuntary Termination, the date that is three (3) years following such termination or, with respect to any portion of the Option that become vested pursuant to Section 3(e) below, the date that is three (3) years following the final vesting date of such vested portion of the Option;

(iv) For a termination of the Optionee's employment for any reason other than Cause (as defined below), a Qualified Retirement, Qualified Involuntary Termination, death or Disability, including a voluntary resignation by the Optionee, the date that is three (3) months following such termination; or

(v) The date of termination of the Optionee's employment for Cause.

(c) Qualified Retirement. If the Optionee's employment with the Company or its Subsidiary terminates due to a Qualified Retirement: (A) the Optionee may exercise all or any part of the vested portion of the Option (the "Vested Option"), at any time until the Expiration Date set forth in the Grant; and (B) prior to the vesting of all of the Option (the unvested portion of the Option, the "Unvested Option"), then the Unvested Option that has been outstanding for a period of at least nine (9) months as of the date of the Optionee's eligible retirement date specified in the Notice of Retirement (as defined below) shall continue to vest in accordance with the terms of this Agreement following the date of the Optionee's Qualified Retirement as if the Optionee's employment had continued through the applicable Grant Date anniversary. Upon the vesting of each tranche of any Unvested Option, the Optionee may exercise such Vested Option at any time until the Expiration Date set forth in the Grant. Any Unvested Option that has been outstanding for a period of less than nine (9) months as of the Optionee's eligible retirement date specified in the Notice of Retirement shall be forfeited for no consideration upon the Optionee's termination of employment with the Company or its Subsidiary. If the Optionee 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 Unvested Option has been outstanding for at least nine (9) months, such affected Unvested Option shall not be canceled and shall continue to be treated as an Eligible Equity Award (as defined in the Qualified Retirement Equity Program). The continued vesting due to a Qualified Retirement described herein is contingent upon the Optionee's compliance with the provisions of Section 6 of this Agreement (including, upon request by the Company, the Optionee's execution of a compliance certificate confirming the Optionee'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 Retirement, the Optionee must provide Notice of Retirement in accordance with the terms of the Qualified Retirement Equity Program.

(d) Death or Disability. If the Optionee's employment with the Company or its Subsidiary terminates due to death or Disability, prior to the vesting of the Option, then the unvested portion of the Option shall vest as of the date of termination. If the Optionee dies after termination of employment, but before the expiration of the Option, all or part of the Option may be exercised (prior to expiration) by the personal representative of the Optionee or by any person who has acquired the Option directly from the Optionee by will, bequest or inheritance, but only to the extent that the Option was vested upon termination of the Optionee's employment.

(e) Qualified Involuntary Termination. If the Optionee's employment with the Company or its Subsidiary terminates due to a Qualified Involuntary Termination prior to the vesting of all of the Option, then the Unvested Option 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 as if the Optionee's employment had continued during such twelve (12) month period, and any Unvested Option that has not vested as of the twelve (12) month anniversary of the date of the Qualified Involuntary Termination shall be forfeited for no consideration. The continued vesting due to a Qualified Involuntary Termination described herein is contingent upon the Optionee's compliance with the provisions of Section 6 of this Agreement.

(f) **Change in Control.** If a Change in Control occurs (including, for the avoidance of doubt, a Change in Control that occurs within three (3) months following an Involuntary Termination of the Optionee), any then unvested portion of the Option shall fully vest and become immediately exercisable as of the date of such Change in Control; provided, however, that if the Option is assumed (or a substantially equivalent option is substituted therefor) or otherwise remains outstanding following the Change in Control (a “Continuing Option”), then such Continuing Option shall vest on the same terms as specified herein (absent the occurrence of such Change in Control); provided, further, that in the event of the Optionee’s death, Disability or Involuntary Termination prior to the vesting of such Continuing Option, the unvested portion of the Continuing Option shall fully vest and remain exercisable until the date that is one (1) year following the date of the Optionee’s death, Disability or Involuntary Termination (but in no event beyond the Expiration Date).

(g) **Definitions.** For purposes hereof:

- (i) **“Cause”** shall have the meaning ascribed to such term in the Optionee’s employment agreement with the Company or its Subsidiary. If the Optionee’s employment agreement does not define the term “Cause,” or if the Optionee 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.
- (ii) **“Disabled”** or **“Disability”** shall mean (i) the Optionee 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 Optionee 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 Optionee.
- (iii) **“Good Reason”** shall apply in this Agreement only if the Optionee 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.
- (iv) **“Qualified Involuntary Termination”** shall mean the Optionee’s involuntary termination of employment by the Company or its Subsidiary, other than for Cause, at a time when the Optionee would have satisfied the age and service requirements for a Qualified Retirement on the date of termination.
- (v) **“Qualified Retirement”**¹ shall mean the Optionee’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”), on or after attaining a minimum of sixty-five (65) “points” as determined upon the date of Notice of Retirement, comprised of the Optionee’s age upon the date of Notice of Retirement with a minimum age of fifty-five (55) years, plus the Optionee’s Years of Service upon the date of Notice of Retirement with a minimum of five (5) Years of Service.

¹ Reflects the definition of a Qualified Retirement for participants located in the United States. Eligibility definitions for a Qualified 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 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.

(vi) **“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 May 26, 2022, as may be amended or restated from time to time.

(vii) **“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.

SECTION 4. TRANSFERABILITY OF OPTION

The Option shall not be transferable by the Optionee other than by will or the laws of descent and distribution, and the Option shall be exercisable during the Optionee’s lifetime only by the Optionee or, upon the Optionee’s death, on his or her behalf by the Optionee’s guardian or legal representative.

SECTION 5. TRADING STOCK

The Optionee is subject to insider trading liability if the Optionee is aware of material, nonpublic information when making a purchase or sale of Company stock. In addition, if the Optionee 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 Optionee 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. Other blackout periods may be imposed based on the Optionee’s knowledge of other material non-public information. The Optionee 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 Option and Company stock; (ii) engaging in short sale transactions with the Option and Company stock; and (iii) pledging of part or all of the Option and Company stock as collateral for a loan, including through the use of traditional margin accounts with a broker. For the Optionee who is not such designated executive officer, the policy prohibits (i) directly or indirectly engaging in hedging or monetization transactions with all or part of the Option and Company stock and (ii) engaging in short sale transactions with the Option and Company stock.

SECTION 6. OPTIONEE OBLIGATIONS; RESTRICTIVE COVENANTS

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

(a) Confidential Information. The Optionee 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 Optionee 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 Optionee shall keep confidential and, outside the scope of the Optionee’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 Optionee 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 Optionee’s employment, for any reason, the Optionee shall not disclose, or permit or encourage anyone else to disclose, any such information, nor shall the Optionee use any such information, either alone or with others, outside the scope of the Optionee’s duties and responsibilities with the Company and its affiliates and Subsidiaries, except that this Agreement does not prohibit Optionee 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 Optionee 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 Optionee 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 Optionee in that business after the termination of the Optionee'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 Optionee 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 Optionee'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 Optionee'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 Optionee's employment in relation to which the Optionee had material responsibilities.

During the Optionee's employment and for a period ending on the later of (A) one year after the termination of the Optionee's employment, for any reason (other than a Qualified Retirement), or (B) in the case of a termination of the Optionee's employment due to a Qualified Retirement for purposes of post-termination vesting, the date on which the Option becomes fully vested and exercisable in accordance with Section 3(c) herein, the Optionee agrees:

- (1) that, in the Restricted Territory, the Optionee 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 Optionee 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 Optionee 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 Optionee 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 Optionee from committing or continuing to commit any such breach. If a court of competent jurisdiction determines that

any of these restrictions are overbroad, the Optionee 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 Optionee'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 Optionee also recognizes and acknowledges that the value of the Option he or she is receiving under this Agreement represents a portion of the Optionee's value to the Company such that if the Optionee breaches the restrictive covenant by working for or with a competitor, thereby transferring such value to the competitor, the value of the Option represents a reasonable measure of a portion of the monetary damages for such breach. Thus, in the event of a breach by the Optionee of any 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 Optionee receives equity in the Company. Therefore, besides prospective injunctive relief, if the Optionee breaches any restrictive covenant contained in this Section 6, the Company shall also be entitled to revoke any unvested portion of the Option and recover any shares (or the gross value of any shares) deliverable to the Optionee 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 restrictive covenant in this Section 6 by the Optionee, the Company may restrict any shares hereunder from being sold or transferred until it has completed its investigation without any resulting liability to the Optionee, and shall remove such restriction placed on such shares only upon its determination in good faith that the Optionee is not in violation of such restrictive covenant(s) or has agreed otherwise in writing with the Optionee.

SECTION 7. MISCELLANEOUS PROVISIONS

(a) Acknowledgements. The Optionee 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 Optionee acknowledges that there may be tax consequences upon the exercise or transfer of the Option and that the Optionee should consult an independent tax advisor prior to any exercise of the Option.

(b) Tax Withholding. Pursuant to Article 21 of the Plan, the Company shall have the power and the right to deduct or withhold, or require the Optionee to remit to the Company, an amount sufficient to satisfy any federal, state and local taxes (including the Optionee's FICA obligations) required by law to be withheld with respect to the Option. The Company may condition the delivery of Shares upon the Optionee's satisfaction of such withholding obligations. The Optionee 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 Optionee'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 Optionee, and shall be subject to any restrictions or limitations that the Company, in its sole discretion, deems appropriate.

(c) Notice Concerning Disqualifying Dispositions. If the Option is an Incentive Stock Option, the Optionee shall notify the Company of any disposition of Shares issued pursuant to the exercise of the Option if the disposition constitutes a "disqualifying disposition" within the meaning of Sections 421 and 422 of the Code (or any successor provision of the Code then in effect relating to disqualifying dispositions). Such notice shall be provided by the Optionee to the Company in writing within 10 days of any such disqualifying disposition.

(d) Rights as a Stockholder. Neither the Optionee nor the Optionee's transferee or representative shall have any rights as a stockholder with respect to any Shares subject to the Option until the Option has

been exercised and Share certificates have been issued to the Optionee, transferee or representative, as the case may be.

(e) Ratification of Actions. By accepting this Agreement, the Optionee and each person claiming under or through the Optionee shall be conclusively deemed to have indicated the Optionee'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.

(f) 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 Optionee at the address that he or she most recently provided in writing to the Company.

(g) 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.

(h) 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.

(i) 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.

(j) 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.

(k) 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.

(l) Section 409A. It is intended that the Option comply with an exemption from the requirements of Code Section 409A and any related regulations or other guidance promulgated with respect to such Section by the U.S. Department of the Treasury or the Internal Revenue Service and the Plan and the Stock Option Agreement shall be interpreted accordingly.

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

The Optionee, in accepting the Option, 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 Option 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 Option or Shares acquired under the Plan are extraordinary items that are outside the scope of the Optionee's employment agreement (if any) and are not part of the Optionee'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 Option or Shares subject to the Option are not intended to replace any pension rights or compensation.

(f) The Optionee 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 Optionee's employer is not the Company, the grant of the Option shall not be interpreted to form an employment contract or relationship with the Company and, furthermore, the grant of the Option shall not be interpreted to form an employment contract with the Optionee'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 Optionee vests in the Option, the value of any acquired Shares may increase or decrease. The Optionee understands that the Company is not responsible for any foreign exchange fluctuation between the United States dollar and the Optionee's local currency that may affect the value of the underlying Shares.

(i) In consideration of the grant of the Option, no claim or entitlement to compensation or damages shall arise from forfeiture of the Options or diminution in value of the Options or any of the Shares issuable under the Option from termination of the Optionee'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 Optionee or the Optionee's employer, and the Optionee 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 Optionee shall be deemed to have irrevocably waived the Optionee's entitlement to pursue such claim.

SECTION 9. DATA PRIVACY

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

(b) The Optionee understands that the Optionee's employer, the Company and its Subsidiaries and affiliates, as applicable, hold certain personal information about the Optionee regarding the Optionee's employment, the nature and amount of the Optionee's compensation and the fact and conditions of the Optionee's participation in the Plan, including, but not limited to, the Optionee'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 Optionee's favor, for the purpose of implementing, administering and managing the Plan (the "Data").

(c) The Optionee 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 Optionee's country, or elsewhere, and that the recipient's country may have different data privacy laws and protections than the Optionee's country. The Optionee understands

that the Optionee may request a list with the names and addresses of any potential recipients of the Data by contacting the Optionee's local human resources representative. The Optionee 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 Optionee's participation in the Plan, including any requisite transfer of such Data as may be required to a broker or other third party. The Optionee understands that the Data shall be held only as long as is necessary to implement, administer and manage the Optionee's participation in the Plan. The Optionee understands that Optionee 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 Optionee's local human resources representative. The Optionee understands, however, that refusing or withdrawing the Optionee's consent may affect the Optionee's ability to participate in the Plan. For more information on the consequences of refusal to consent or withdrawal of consent, the Optionee understands that the Optionee may contact the Optionee's local human resources representative.

EXHIBIT A

Vesting and Restrictions

This Option grant is subject to a Time-Based Restriction, as described below.

Time-Based Restrictions

Anniversary Date	Portion of Option	Exercise Price	Term
1 st anniversary of the Grant Date	One-third	115% of Grant Date Closing Price	7 years following the Grant Date
2 nd anniversary of the Grant Date	One-third	125% of Grant Date Closing Price	7 years following the Grant Date
3 rd anniversary of the Grant Date	One-third	130% of Grant Date Closing Price	7 years following the Grant Date

Vesting

During the Optionee's employment with the Company or its Subsidiary, the Option shall vest with respect to the percentage or portion of the Total Number of Shares subject to the Option indicated next to each Anniversary Date on such indicated Anniversary Date (such vesting schedule referred to as the "Time-Based Restrictions"). The Exercise Price and Term for such portion of the Total Number of Shares subject to the Option shall be as set forth in the table above in the "Time-Based Restrictions" section.

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 Involuntary Termination (as defined below), a Termination Without Cause (as defined below) or Qualified Retirement (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 after the Measurement Period End Date (as defined in Exhibit A), the number of unvested Performance Stock Units that vest for the Measurement Period (as defined in Exhibit A) shall be determined based on actual performance results in respect of the Performance Goals (as defined in Exhibit A) for such Measurement Period (the “Actual Performance Achievement”). If the Measurement Period has not been completed as of the date of the Grantee’s death or Disability, the target number of outstanding Performance Stock Units Eligible to be Earned (as defined in Exhibit A) for such Measurement Period (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 Retirement prior to the vesting of the Performance Stock Units, then all unvested Performance Stock Units that 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) shall continue to be earned and eligible to vest in accordance with Exhibit A and the terms of this Agreement following the date of the Grantee’s Qualified Retirement as if the Grantee’s employment had continued through the third anniversary of the Grant Date. Any unvested Performance 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 forfeited for no consideration upon the Grantee’s termination of

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 not be forfeited and 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 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 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 Involuntary Termination prior to the vesting of the Performance Stock Units, then all unvested Performance Stock Units as of the date of the Qualified Involuntary Termination for which the Measurement Period ends during the twelve (12) month period immediately following the date of the Qualified Involuntary Termination shall continue to be earned and eligible to vest in accordance with Exhibit A and the terms of this Agreement as if the Grantee's employment had continued through the third anniversary of the Grant Date. 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 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.

(iv) 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, then all unvested Performance Stock Units shall be immediately forfeited for no consideration upon the Termination Without Cause.

(v) 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 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 Involuntary Termination" shall mean the Grantee's involuntary termination of employment by the Company or its Subsidiary, other than for Cause, at a time when the

Grantee would have satisfied the age and service requirements for a Qualified Retirement on the date of termination.

(5) “Qualified 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”), on or after 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.

(6) “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 May 26, 2022, as may be amended or restated from time to time.

(7) “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).

(8) “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.

(vi) 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 Period has been completed prior to the Change in Control, any outstanding Performance Stock Units eligible to vest in respect of the Measurement Period, 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 greater of (1) the Target Performance Achievement for the Measurement Period or (2) the Actual Performance Achievement for the Measurement Period, as determined by the Committee in its sole discretion prior to the Change in Control, and (B) if the Measurement Period has not been completed prior to the Change in Control, all outstanding Performance Stock Units eligible to vest in respect of the Measurement Period 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 Period or (2) the projected actual performance results in respect of the Performance Goals for the Measurement Period based on the level of projected achievement of the Performance Goals and TSR goals for the Measurement Period that are reasonably

¹ Reflects the definition of a Qualified Retirement for participants located in the United States. Eligibility definitions for a Qualified 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 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.

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) upon 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.

(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

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 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 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 Retirement), or (B) in the case of a termination of the Grantee's employment due to a Qualified Retirement for purposes of post-termination vesting, the date on which the Performance Stock Units become fully vested in accordance with Section 2(a)(ii) 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.

(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 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, 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 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

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.

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 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.

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 Performance Stock Units are subject to the performance restrictions set forth below (the “Performance Restrictions”) during the measurement period beginning on January 1, 2023 and ending on December 31, 2025 (the “Measurement Period”).

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 any of the Performance Goals ineffective.

(b) After the end of the Measurement Period, the Company shall determine (and the Committee shall certify) the Company’s Relative TSR during the Measurement Period. One hundred percent (100%) of the Performance Stock Units during the Measurement Period are subject to a Relative TSR performance goal, as described below (“Performance Goals”). For the Measurement Period, interpolation shall apply between the “Threshold” and “Target” performance goals and between the “Target” and “Maximum” performance goals; provided, however, no Performance Stock Units shall be earned for the Measurement Period if the “Threshold” level is not achieved for the performance goals.

	Performance Goal Percentile Ranking	Payout (% of Target)
Maximum	>=90 th %ile	200%
Target	55 th %ile	100%
Threshold	30 th %ile	50%
	<30 th %ile	0%

(c) The total Performance Stock Units earned for the Measurement Period, if any, shall remain subject to the Time-Based Restriction described in Section 4 below.

3. RELATIVE TSR

(a) The term “Relative TSR” means the Company’s relative Total Shareholder Return (“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, if the absolute Relative TSR for the Measurement Period is negative, then the maximum amount of the Performance Stock Units earned shall be 100% of the “Target” performance goal.

(b) For the Measurement Period 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. If the shares of a company are removed from the Index due to bankruptcy or insolvency during the Measurement Period, the shares of that company shall 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 Period, the shares of the company removed from the Index shall be removed from the Peer Group for the Measurement Period only where the date of removal from the Index occurs prior to the Measurement Period end date.

(c) The calculation of the Relative TSR 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” shall 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 shall 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 Relative TSR shall be measured consistent with the Company’s calendar fiscal year. For the avoidance of doubt, the Relative TSR formula is:

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

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

Time-Based Restriction

4. TIME-BASED RESTRICTION

For any 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”), except as specifically set forth in this Agreement.

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 the 1st anniversary of the Grant Date</p> <p>One-third vests on the 2nd anniversary of the Grant Date</p> <p>One-third vests on the 3rd anniversary of the Grant Date</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 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 Involuntary Termination (as defined below) or Qualified Retirement (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 Retirement prior to the vesting of the Restricted Stock Units, then all unvested Restricted Stock Units that 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) shall continue to vest on the applicable Grant Date anniversary specified in Exhibit A and the terms of this Agreement following the date of the Grantee’s Qualified Retirement as if the Grantee’s employment had continued through the applicable Grant Date anniversary. 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 forfeited for no consideration upon the Grantee’s termination of 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 not be forfeited and shall continue to be treated as an Eligible Equity Award (as defined in the Qualified Retirement Equity Program). Restricted Stock Units that become vested pursuant to this Section 2(a)(ii) shall be paid upon the applicable Grant Date anniversary specified in Exhibit A in accordance with Section 3 hereof. The continued vesting due to a Qualified 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 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 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 as if the Grantee's employment had continued during such twelve (12) month period, 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 consideration. Restricted Stock Units that become vested pursuant to this Section 2(a)(iii) on the applicable Grant Date anniversary 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.

(iv) 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 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 Involuntary Termination" shall mean the Grantee's involuntary termination of employment by the Company or its Subsidiary, other than for Cause, at a time when the Grantee would have satisfied the age and service requirements for a Qualified Retirement on the date of termination.

(5) "Qualified 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"), on or after 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.

¹ Reflects the definition of a Qualified Retirement for participants located in the United States. Eligibility definitions for a Qualified 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 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.

(6) “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 May 26, 2022, as may be amended or restated from time to time.

(7) “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.

(v) 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) upon 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.

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 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 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 Retirement), or (B) in the case of a termination of the Grantee’s employment due to a Qualified Retirement for purposes of post-termination vesting, the date on which the Restricted Stock Units become fully vested in accordance with Section 2(a)(ii) 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.

(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 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, 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 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 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 Compensation 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 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 Compensation 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.

(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 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.

EXHIBIT A

Vesting and Restrictions

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

Time-Based Restrictions

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 Grant Date anniversary, as indicated in the chart below.

Anniversary Date	Portion of Restricted Stock Units Granted
1 st anniversary of the Grant Date	One-third
2 nd anniversary of the Grant Date	One-third
3 rd anniversary of the Grant Date	One-third

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

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 2, 2023

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

CERTIFICATIONS

I, Erik Hoag, 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 2, 2023

By: /s/ Erik Hoag
Erik Hoag
Chief Financial Officer

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 2, 2023

By: Stephanie Ferris
Stephanie Ferris
Chief Executive Officer

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 2, 2023

By: /s/ Erik Hoag

Erik Hoag
Chief Financial Officer