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 September 30, 2022

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	**37-1490331**
(State or other jurisdiction of incorporation or organization)	*(I.R.S. Employer Identification No.)*

347 Riverside Avenue		
Jacksonville	**Florida**	**32202**
(Address of principal executive offices)		*(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
0.125% Senior Notes due 2022	FIS22C	New York Stock Exchange
0.750% Senior Notes due 2023	FIS23A	New York Stock Exchange
1.100% Senior Notes due 2024	FIS24A	New York Stock Exchange
0.625% Senior Notes due 2025	FIS25B	New York Stock Exchange
1.500% Senior Notes due 2027	FIS27	New York Stock Exchange
1.000% Senior Notes due 2028	FIS28	New York Stock Exchange
2.250% Senior Notes due 2029	FIS29	New York Stock Exchange
2.000% Senior Notes due 2030	FIS30	New York Stock Exchange
3.360% Senior Notes due 2031	FIS31	New York Stock Exchange
2.950% Senior Notes due 2039	FIS39	New York Stock Exchange

Indicate by check mark whether the registrant (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 o

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

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
		Emerging growth company	☐

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

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

As of November 2, 2022, 593,379,456 shares of the Registrant’s Common Stock were outstanding.

FORM 10-Q
QUARTERLY REPORT
Quarter Ended September 30, 2022

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

	September 30, 2022	December 31, 2021
ASSETS		
Current assets:		
Cash and cash equivalents	$ 1,932	$ 2,010
Settlement assets	4,359	4,020
Trade receivables, net of allowance for credit losses of $78 and $76, respectively	3,373	3,772
Other receivables	293	355
Prepaid expenses and other current assets	636	551
Total current assets	10,593	10,708
Property and equipment, net	839	949
Goodwill	51,014	53,330
Intangible assets, net	9,200	11,539
Software, net	3,131	3,299
Other noncurrent assets	2,549	2,137
Deferred contract costs, net	991	969
Total assets	$ 78,317	$ 82,931
LIABILITIES, REDEEMABLE NONCONTROLLING INTEREST AND EQUITY		
Current liabilities:		
Accounts payable, accrued and other liabilities	$ 2,476	$ 2,864
Settlement payables	5,076	5,295
Deferred revenue	712	779
Short-term borrowings	2,422	3,911
Current portion of long-term debt	2,985	1,617
Total current liabilities	13,671	14,466
Long-term debt, excluding current portion	13,509	14,825
Deferred income taxes	3,691	4,193
Other noncurrent liabilities	1,931	1,915
Total liabilities	32,802	35,399
Redeemable noncontrolling interest	178	174
Equity:		
FIS stockholders' equity:		
Preferred stock $0.01 par value; 200 shares authorized, none issued and outstanding as of September 30, 2022, and December 31, 2021	—	—
Common stock $0.01 par value, 750 shares authorized, 629 and 625 shares issued as of September 30, 2022, and December 31, 2021, respectively	6	6
Additional paid in capital	46,726	46,466
Retained earnings	2,673	2,889
Accumulated other comprehensive earnings (loss)	(392)	252
Treasury stock, $0.01 par value, 31 and 16 common shares as of September 30, 2022, and December 31, 2021, respectively, at cost	(3,685)	(2,266)
Total FIS stockholders' equity	45,328	47,347
Noncontrolling interest	9	11
Total equity	45,337	47,358
Total liabilities, redeemable noncontrolling interest and equity	$ 78,317	$ 82,931

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 September 30,		Nine months ended September 30,	
	2022	2021	2022	2021
Revenue	$ 3,604	$ 3,507	$ 10,814	$ 10,205
Cost of revenue	2,148	2,178	6,624	6,431
Gross profit	1,456	1,329	4,190	3,774
Selling, general, and administrative expenses	977	989	3,093	2,972
Asset impairments	17	202	104	202
Operating income	462	138	993	600
Other income (expense):				
Interest expense, net	(76)	(46)	(166)	(169)
Other income (expense), net	(41)	110	51	(58)
Total other income (expense), net	(117)	64	(115)	(227)
Earnings before income taxes and equity method investment earnings (loss)	345	202	878	373
Provision (benefit) for income taxes	91	41	223	246
Equity method investment earnings (loss)	—	—	—	6
Net earnings	254	161	655	133
Net (earnings) loss attributable to noncontrolling interest	(5)	(3)	(9)	(7)
Net earnings attributable to FIS common stockholders	$ 249	$ 158	$ 646	$ 126
Net earnings per share-basic attributable to FIS common stockholders	$ 0.41	$ 0.26	$ 1.06	$ 0.20
Weighted average shares outstanding-basic	605	613	608	618
Net earnings per share-diluted attributable to FIS common stockholders	$ 0.41	$ 0.26	$ 1.06	$ 0.20
Weighted average shares outstanding-diluted	607	619	611	623

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
(In millions)
(Unaudited)

	Three months ended September 30,				Nine months ended September 30,			
	2022		2021		2022		2021	
Net earnings		$ 254		$ 161		$ 655		$ 133
Other comprehensive earnings (loss), before tax:								
Unrealized gain (loss) on derivatives	$ —		$ —		$ —		$ 9	
Foreign currency translation adjustments	(86)		(59)		(459)		256	
Other adjustments	6		1		11		2	
Other comprehensive earnings (loss), before tax	(80)		(58)		(448)		267	
Provision for income tax (expense) benefit related to items of other comprehensive earnings	(112)		(35)		(196)		(168)	
Other comprehensive earnings (loss), net of tax	$ (192)	(192)	$ (93)	(93)	$ (644)	(644)	$ 99	99
Comprehensive earnings		62		68		11		232
Net (earnings) loss attributable to noncontrolling interest		(5)		(3)		(9)		(7)
Comprehensive earnings attributable to FIS common stockholders		$ 57		$ 65		$ 2		$ 225

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

FIDELITY NATIONAL INFORMATION SERVICES, INC.
AND SUBSIDIARIES
Condensed Consolidated Statements of Equity
Three and nine months ended September 30, 2022
(In millions, except per share amounts)
(Unaudited)

	Number of shares		Amount							
			FIS Stockholders							
	Common shares	Treasury shares	Common stock	Additional paid in capital	Retained earnings	Accumulated other comprehensive earnings (loss)	Treasury stock	Noncontrolling interest (1)	Total equity
Balances, June 30, 2022	628	(20)	$ 6	$ 46,634	$ 2,709	$ (200)	$ (2,643)	$ 9	$ 46,515
Issuance of restricted stock	1	—	—	—	—	—	—	—	—
Exercise of stock options	—	—	—	39	—	—	—	—	39
Purchases of treasury stock	—	(11)	—	—	—	—	(1,021)	—	(1,021)
Treasury shares held for taxes due upon exercise of stock awards	—	—	—	—	—	—	(21)	—	(21)
Stock-based compensation	—	—	—	53	—	—	—	—	53
Cash dividends declared ($0.47 per share per quarter) and other distributions	—	—	—	—	(285)	—	—	(2)	(287)
Net earnings	—	—	—	—	249	—	—	2	251
Other comprehensive earnings (loss), net of tax	—	—	—	—	—	(192)	—	—	(192)
Balances, September 30, 2022	629	(31)	$ 6	$ 46,726	$ 2,673	$ (392)	$ (3,685)	$ 9	$ 45,337

	Number of shares		Amount						
			FIS Stockholders						
	Common shares	Treasury shares	Common stock	Additional paid in capital	Retained earnings	Accumulated other comprehensive earnings (loss)	Treasury stock	Noncontrolling interest (1)	Total equity
Balances, December 31, 2021	625	(16)	$ 6	$ 46,466	$ 2,889	$ 252	$ (2,266)	$ 11	$ 47,358
Issuance of restricted stock	4	—	—	5	—	—	—	—	5
Exercise of stock options	—	—	—	57	—	—	—	—	57
Purchases of treasury stock	—	(14)	—	—	—	—	(1,321)	—	(1,321)
Treasury shares held for taxes due upon exercise of stock awards	—	(1)	—	—	—	—	(98)	—	(98)
Stock-based compensation	—	—	—	198	—	—	—	—	198
Cash dividends declared ($0.47 per share per quarter) and other distributions	—	—	—	—	(862)	—	—	(7)	(869)
Net earnings	—	—	—	—	646	—	—	5	651
Other comprehensive earnings (loss), net of tax	—	—	—	—	—	(644)	—	—	(644)
Balances, September 30, 2022	629	(31)	6	46,726	2,673	(392)	(3,685)	9	45,337

(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 Equity
Three and nine months ended September 30, 2021
(In millions, except per share amounts)
(Unaudited)

	Number of shares		Amount						
			FIS Stockholders						
	Common shares	Treasury shares	Common stock	Additional paid in capital	Retained earnings	Accumulated other comprehensive earnings (loss)	Treasury stock	Noncontrolling interest (1)	Total equity
Balances, June 30, 2021	625	(7)	$ 6	$ 46,274	$ 2,921	$ 249	$ (1,058)	$ 12	$ 48,404
Issuance of restricted stock	—	—	—	—	—	—	—	—	—
Exercise of stock options	—	—	—	12	—	—	—	—	12
Purchases of treasury stock	—	(9)	—	—	—	—	(1,196)	—	(1,196)
Treasury shares held for taxes due upon exercise of stock awards	—	—	—	—	—	—	(9)	—	(9)
Stock-based compensation	—	—	—	80	—	—	—	—	80
Cash dividends declared ($0.39 per share per quarter) and other distributions	—	—	—	—	(239)	—	—	(3)	(242)
Net earnings	—	—	—	—	158	—	—	3	161
Other comprehensive earnings (loss), net of tax	—	—	—	—	—	(93)	—	—	(93)
Balances, September 30, 2021	625	(16)	$ 6	$ 46,366	$ 2,840	$ 156	$ (2,263)	$ 12	$ 47,117

	Number of shares		Amount						
			FIS Stockholders						
	Common shares	Treasury shares	Common stock	Additional paid in capital	Retained earnings	Accumulated other comprehensive earnings (loss)	Treasury stock	Noncontrolling interest (1)	Total equity
Balances, December 31, 2020	621	(1)	$ 6	$ 45,947	$ 3,440	$ 57	$ (150)	$ 13	$ 49,313
Issuance of restricted stock	4	—	—	1	—	—	—	—	1
Exercise of stock options	—	—	—	98	—	—	—	—	98
Purchases of treasury stock	—	(15)	—	—	—	—	(1,996)	—	(1,996)
Treasury shares held for taxes due upon exercise of stock awards	—	—	—	—	—	—	(117)	—	(117)
Stock-based compensation	—	—	—	320	—	—	—	—	320
Cash dividends declared ($0.39 per share per quarter) and other distributions	—	—	—	—	(726)	—	—	(7)	(733)
Net earnings	—	—	—	—	126	—	—	6	132
Other comprehensive earnings (loss), net of tax	—	—	—	—	—	99	—	—	99
Balances, September 30, 2021	625	(16)	$ 6	$ 46,366	$ 2,840	$ 156	$ (2,263)	$ 12	$ 47,117

(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)

	Nine months ended September 30,	
	2022	**2021**
Cash flows from operating activities:		
Net earnings	$ 655	$ 133
Adjustment to reconcile net earnings to net cash provided by operating activities:		
Depreciation and amortization	2,920	2,981
Amortization of debt issuance costs	23	22
Asset impairments	104	202
Loss (gain) on sale of businesses, investments and other	(13)	(233)
Loss on extinguishment of debt	—	528
Stock-based compensation	198	320
Deferred income taxes	(519)	(35)
Net changes in assets and liabilities, net of effects from acquisitions and foreign currency:		
Trade and other receivables	161	(229)
Settlement activity	(38)	575
Prepaid expenses and other assets	(250)	(350)
Deferred contract costs	(314)	(323)
Deferred revenue	(59)	(12)
Accounts payable, accrued liabilities and other liabilities	(70)	118
Net cash provided by operating activities	2,798	3,697
Cash flows from investing activities:		
Additions to property and equipment	(216)	(193)
Additions to software	(867)	(684)
Settlement of net investment hedge cross-currency interest rate swaps	684	(24)
Net proceeds from sale of businesses and investments	12	370
Other investing activities, net	219	(66)
Net cash provided by (used in) investing activities	(168)	(597)
Cash flows from financing activities:		
Borrowings	50,006	40,569
Repayment of borrowings and other financing obligations	(49,349)	(40,644)
Debt issuance costs	(23)	(74)
Net proceeds from stock issued under stock-based compensation plans	53	87
Treasury stock activity	(1,390)	(2,113)
Dividends paid	(858)	(724)
Other financing activities, net	(329)	(138)
Net cash provided by (used in) financing activities	(1,890)	(3,037)
Effect of foreign currency exchange rate changes on cash	(782)	(57)
Net increase (decrease) in cash, cash equivalents and restricted cash	(42)	6
Cash, cash equivalents and restricted cash, beginning of period	4,283	4,030
Cash, cash equivalents and restricted cash, end of period	$ 4,241	$ 4,036
Supplemental cash flow information:		
Cash paid for interest	$ 311	$ 370
Cash paid for income taxes	$ 664	$ 272

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

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, 2021.

The preparation of these consolidated financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and 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, slower economic growth and the outbreak of the novel coronavirus ("COVID-19") and the subsequently declared COVID-19 pandemic ("the pandemic") by the World Health Organization on March 11, 2020. The extent to which the pandemic further affects our results of operations and financial position will depend on future developments, which are highly uncertain and are difficult to predict, including, but not limited to, the duration and spread of the pandemic and any recurrence or new strain of COVID-19, its severity, the success of vaccines or other actions to contain the virus or treat its impact, and how quickly and to what extent normal economic and operating conditions can resume. Accordingly, our future results could be materially affected by changes in our estimates.

Certain reclassifications have been made in the 2021 consolidated financial statements to conform to the classifications used in 2022. Amounts in tables in the financial statements and accompanying footnotes may not sum or calculate due to rounding.

(2) Acquisitions

Payrix Acquisition

On December 23, 2021, FIS acquired 100% of the equity of Payrix Holdings, LLC, and subsidiaries ("Payrix"), previously a privately held fintech company that specializes in embedding and monetizing payments in SaaS platforms to serve the eCommerce needs of small- to medium-sized businesses through a global card-not-present offering. The acquisition was accounted for as a business combination. We recorded an allocation of the $777 million purchase price, primarily paid in cash, to tangible and identifiable intangible assets acquired and liabilities assumed based on their estimated fair values, consisting primarily of $131 million in software assets and $631 million in total goodwill.

(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.

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

For the three months ended September 30, 2022 (in millions):

	Banking Solutions	Merchant Solutions	Capital Market Solutions	Corporate and Other	Total
Primary Geographical Markets:					
North America	$ 1,416	$ 845	$ 409	$ 59	$ 2,729
All others	264	335	262	14	875
Total	$ 1,680	$ 1,180	$ 671	$ 73	$ 3,604
Type of Revenue:					
Recurring revenue:					
Transaction processing and services	$ 1,244	$ 1,151	$ 336	$ 66	$ 2,797
Software maintenance	85	1	128	—	214
Other recurring	55	20	24	—	99
Total recurring	1,384	1,172	488	66	3,110
Software license	60	7	75	—	142
Professional services	150	—	107	1	258
Other non-recurring fees	86	1	1	6	94
Total	$ 1,680	$ 1,180	$ 671	$ 73	$ 3,604

For the three months ended September 30, 2021 (in millions):

	Banking Solutions	Merchant Solutions	Capital Market Solutions	Corporate and Other	Total
Primary Geographical Markets:					
North America	$ 1,369	$ 803	$ 398	$ 50	$ 2,620
All others	241	358	256	32	887
Total	$ 1,610	$ 1,161	$ 654	$ 82	$ 3,507
Type of Revenue:					
Recurring revenue:					
Transaction processing and services	$ 1,200	$ 1,121	$ 297	$ 77	$ 2,695
Software maintenance	90	1	128	—	219
Other recurring	47	22	23	3	95
Total recurring	1,337	1,144	448	80	3,009
Software license	28	5	91	—	124
Professional services	151	—	115	1	267
Other non-recurring fees	94	12	—	1	107
Total	$ 1,610	$ 1,161	$ 654	$ 82	$ 3,507

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

For the nine months ended September 30, 2022 (in millions):

	Banking Solutions	Merchant Solutions	Capital Market Solutions	Corporate and Other	Total
Primary Geographical Markets:					
North America	$ 4,248	$ 2,586	$ 1,184	$ 173	$ 8,191
All others	740	1,009	808	66	2,623
Total	$ 4,988	$ 3,595	$ 1,992	$ 239	$ 10,814
Type of Revenue:					
Recurring revenue:					
Transaction processing and services	$ 3,740	$ 3,515	$ 982	$ 209	$ 8,446
Software maintenance	259	2	386	1	648
Other recurring	157	66	72	1	296
Total recurring	4,156	3,583	1,440	211	9,390
Software license	112	9	222	—	343
Professional services	444	—	326	4	774
Other non-recurring fees	276	3	4	24	307
Total	$ 4,988	$ 3,595	$ 1,992	$ 239	$ 10,814

For the nine months ended September 30, 2021 (in millions):

	Banking Solutions	Merchant Solutions	Capital Market Solutions	Corporate and Other	Total
Primary Geographical Markets:					
North America	$ 4,028	$ 2,323	$ 1,137	$ 165	$ 7,653
All others	701	980	771	100	2,552
Total	$ 4,729	$ 3,303	$ 1,908	$ 265	$ 10,205
Type of Revenue:					
Recurring revenue:					
Transaction processing and services	$ 3,533	$ 3,217	$ 877	$ 240	$ 7,867
Software maintenance	267	2	382	1	652
Other recurring	125	63	72	9	269
Total recurring	3,925	3,282	1,331	250	8,788
Software license	74	7	232	—	313
Professional services	444	—	335	3	782
Other non-recurring fees	286	14	10	12	322
Total	$ 4,729	$ 3,303	$ 1,908	$ 265	$ 10,205

Contract Balances

The Company recognized revenue of $120 million and $106 million during the three months and $619 million and $614 million during the nine months ended September 30, 2022 and 2021, 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 September 30, 2022, 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 21% 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, which is primarily comprised of contracts with an original duration of one year or less or variable consideration that meet specific criteria. This segment's core performance obligations consist of variable consideration under a stand-ready series of distinct days of service, and revenue from the segment's products and service arrangements are generally billed and recognized as the services are performed. 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):

	September 30, 2022	December 31, 2021
Cash and cash equivalents on the consolidated balance sheets	$ 1,932	$ 2,010
Merchant float (in Settlement assets)	2,309	2,273
Total Cash and cash equivalents and restricted cash per the consolidated statements of cash flows	$ 4,241	$ 4,283

Settlement Assets and Payables

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

	September 30, 2022	December 31, 2021
Settlement assets		
Settlement deposits	$ 462	$ 530
Merchant float	2,309	2,273
Settlement receivables	1,588	1,217
Total Settlement assets	$ 4,359	$ 4,020
Settlement payables	$ 5,076	$ 5,295

Allowance for Credit Losses

The Company monitors trade receivable balances and contract assets as well as other receivables and estimates the allowance for lifetime expected credit losses. Estimates of expected credit losses are based on historical collection experience and other factors, including those related to current market conditions and events such as higher inflation and interest rates and slower economic growth. The allowance for credit losses is separate from the chargeback liability described in Note 8.

While the COVID-19 pandemic did not result in a significant increase in the Company's expected credit loss allowance recorded as of September 30, 2022, and December 31, 2021, it is reasonably possible that future developments related to the economic impact of the COVID-19 pandemic could have a material impact on management's estimates.

Property and Equipment, Intangible Assets and Software

The following table provides details of Property and equipment, Intangible assets and Software as of September 30, 2022, and December 31, 2021 (in millions):

	September 30, 2022			December 31, 2021		
	Cost	Accumulated depreciation and amortization	Net	Cost	Accumulated depreciation and amortization	Net
Intangible assets	$ 17,823	$ 8,623	$ 9,200	$ 18,919	$ 7,380	$ 11,539
Property and equipment	$ 2,311	$ 1,472	$ 839	$ 2,520	$ 1,571	$ 949
Software	$ 6,402	$ 3,271	$ 3,131	$ 6,195	$ 2,896	$ 3,299

As of September 30, 2022, Intangible assets, net of amortization, includes $8,919 million of customer relationships and $281 million of trademarks and other intangible assets. Amortization expense with respect to Intangible assets was $534 million and $595 million for the three months and $1,636 million and $1,789 million for the nine months ended September 30, 2022 and 2021, respectively.

Depreciation expense for property and equipment was $56 million and $62 million for the three months and $192 million and $195 million for the nine months ended September 30, 2022 and 2021, respectively.

Amortization expense with respect to software was $261 million and $303 million for the three months and $822 million and $758 million for the nine months ended September 30, 2022 and 2021, respectively. During the three and nine months ended September 30, 2022 and 2021, the Company recorded $31 million and $83 million and $140 million and $83 million, respectively, of incremental software amortization expense resulting from the Company's platform modernization. Platform modernization includes sunsetting 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 September 30, 2022, the $17 million of impairments were primarily related to certain software rendered obsolete by platform modernization. For the nine months ended September 30, 2022, the Company also recorded $58 million of impairments primarily related to real estate-related assets as a result of office space reductions and $29 million of impairments primarily related to a non-strategic business. During the three and nine months ended September 30, 2021, the Company recorded $202 million of asset impairments for certain software and deferred contract cost assets resulting from the Company's platform modernization initiatives.

Goodwill

Changes in goodwill during the three months ended September 30, 2022, are summarized below (in millions).

	Banking Solutions	Merchant Solutions	Capital Market Solutions	Corporate And Other	Total
Balance, December 31, 2021	$ 12,244	$ 36,403	$ 4,663	$ 20	$ 53,330
Foreign currency adjustments	(66)	(2,108)	(153)	—	(2,327)
Goodwill attributable to acquisitions	—	11	—	—	11
Balance, September 30, 2022	$ 12,178	$ 34,306	$ 4,510	$ 20	$ 51,014

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 September 30, 2022, indicated potential impairment of our reporting units. We performed a qualitative assessment by examining factors most likely to affect our reporting units' fair values and considered the impact to our business from the COVID-19 pandemic and macroeconomic conditions. 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 September 30, 2022, 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.

However, it is reasonably possible that macroeconomic conditions, including rates of economic growth, inflation and interest, and foreign currency movements, in addition to any further economic impact of the COVID-19 pandemic on our Merchant Solutions business, 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.

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. 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.

In the third quarter of 2022, Visa Inc. released a portion of the aforementioned preferred stock which was then converted into common stock. The Company sold the common stock for $269 million and paid to the former Legacy Worldpay owners 90% of the net-of tax proceeds and net-of-tax dividends received since the previous conversion, totaling $186 million paid in the third quarter of 2022 and $14 million subsequently paid in the fourth quarter of 2022. The sale of stock and related third-quarter payment to the former Legacy Worldpay owners were recorded as a reduction of the CVR-related assets and CVR liability, respectively, as of September 30, 2022, and are reflected as Other investing activities, net and Other financing activities, net, respectively on the consolidated statement of cash flows for the nine months ended September 30, 2022.

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 $39 million and $197 million at September 30, 2022 and December 31, 2021, respectively, recorded in Other noncurrent assets on the consolidated balance sheets. The fair value of the CVR liability was $341 million at September 30, 2022, with $14 million recorded as Accounts payable, accrued and other liabilities related to amounts owed to the former Legacy Worldpay owners at September 30, 2022, in connection with the preferred stock that was released, converted and sold in the third quarter and $327 million recorded as Other noncurrent liabilities for the remaining preferred stock and cash consideration component. The fair value of the CVR liability was $478 million at December 31, 2021, 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 $14 million and $(3) million for the three months ended and $63 million and $12 million for the nine months ended

September 30, 2022 and 2021, 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 through our FIS Impact Ventures program as well as investments obtained through acquisitions. Such investments totaled $463 million and $358 million at September 30, 2022, and December 31, 2021, 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. The Company records gains and losses on these investments, realized and unrealized, as Other income (expense), net on the consolidated statements of earnings (loss) and recorded net gains of $5 million and $126 million for the three months and $52 million and $214 million for the nine months ended September 30, 2022 and 2021, respectively, related to these investments.

(5) Deferred Contract Costs

Origination and fulfillment costs from contracts with customers capitalized as of September 30, 2022, and December 31, 2021, consisted of the following (in millions):

	September 30, 2022	December 31, 2021
Contract costs on implementations in progress	$ 180	$ 218
Contract origination costs on completed implementations, net	567	553
Contract fulfillment costs on completed implementations, net	244	198
Total Deferred contract costs, net	$ 991	$ 969

Amortization of deferred contract costs on completed implementations was $81 million and $97 million during the three months and $269 million and $240 million during the nine months ended September 30, 2022 and 2021, respectively.

The Company recorded $8 million and $19 million during the three months and $36 million and $19 million during the nine months ended September 30, 2022 and 2021, respectively, of incremental amortization expense related to deferred contract costs resulting from the Company's platform modernization. During the three and nine months ended September 30, 2021, the Company recorded $58 million of deferred contract cost asset impairments resulting from the Company's Platform initiatives, as also discussed in Note (3).

(6) Debt

Long-term debt as of September 30, 2022, and December 31, 2021, consisted of the following (in millions):

	September 30, 2022				
	Interest Rates	Weighted Average Interest Rate (1)	Maturities	September 30, 2022	December 31, 2021
Fixed Rate Notes					
Senior USD Notes	0.4% - 5.6%	3.2%	2023 - 2052	$ 9,409	$ 6,909
Senior Euro Notes	0.1% - 3.0%	1.2%	2022 - 2039	6,614	7,656
Senior GBP Notes	2.3% - 3.4%	4.2%	2029 - 2031	1,030	1,655
Revolving Credit Facility (2)		4.3%	2026	164	325
Other (3)				(723)	(103)
Total long-term debt, including current portion				16,494	16,442
Current portion of long-term debt				(2,985)	(1,617)
Long-term debt, excluding current portion				$ 13,509	$ 14,825

(1) The weighted average interest rate includes the impact of 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) 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 September 30, 2022, and December 31, 2021, consisted of the following (in millions):

	September 30, 2022			
	Weighted Average Interest Rate	Maturities	September 30, 2022	December 31, 2021
Euro-commercial paper notes ("ECP Notes")	0.8 %	Up to 183 days	$ 1,488	$ 1,723
U.S. commercial paper notes ("USCP Notes")	3.5 %	Up to 397 days	934	2,087
Other			—	101
Total Short-term borrowings			$ 2,422	$ 3,911

As of September 30, 2022, the weighted average interest rate of the Company's outstanding debt was 2.0%, including the impact of interest rate swaps (see Note 7).

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 $(678) million as of September 30, 2022 (in millions):

	Total
2022 remaining period	$ 989
2023	2,010
2024	1,996
2025	618
2026	1,420
Thereafter	10,246
Total principal payments	17,279
Debt issuance costs, net of accumulated amortization	(107)
Total long-term debt	$ 17,172

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

Senior Notes

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.

In March 2021, pursuant to cash tender offers and make-whole redemptions, FIS purchased and redeemed an aggregate principal amount of $5.1 billion in Senior Notes, comprised of $3,529 million in Senior USD Notes, $600 million in Senior Euro Notes, $871 million in Senior GBP Notes, and $66 million in Senior Euro Floating Rate Notes, with interest rates ranging from 0.0% to 5.0% and maturities ranging from 2021 to 2029, resulting in a loss on extinguishment of debt of approximately $528 million, recorded in Other income (expense), net on the consolidated statement of earnings (loss), relating to tender premiums, make-whole amounts, and fees; the write-off of unamortized bond discounts and debt issuance costs; and losses on related derivative instruments. The Company funded the purchase and redemption of the Senior Notes with proceeds on borrowings from the issuance and sale of Senior USD Notes on March 2, 2021.

On March 2, 2021, FIS completed the issuance and sale of Senior USD Notes with an aggregate principal amount of $5.5 billion with interest rates ranging from 0.4% to 3.1% and maturities ranging from 2023 to 2041 ("new Senior USD Notes"). A portion of the proceeds from the debt issuance was used to purchase and redeem certain Senior Notes as discussed above, with the remaining proceeds used to repay a portion of our commercial paper notes. The new Senior USD Notes are subject to customary covenants, including, among others, customary events of default. The new Senior USD Notes also include redemption provisions at the option of FIS, similar to the other Senior Notes.

Revolving Credit Facility

On March 2, 2021, FIS entered into an amendment to the Revolving Credit Facility agreement to amend certain covenant provisions, revise lender commitments for certain counterparties, and extend the scheduled maturity date to March 2, 2026. As of September 30, 2022, the borrowing capacity under the Revolving Credit Facility was $2,914 million (net of $2,422 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 $2,040 million and $570 million higher than the carrying value, excluding the fair value of the interest rate swaps and unamortized discounts, as of September 30, 2022, and December 31, 2021, respectively.

(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 September 30, 2022, and December 31, 2021, 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 $639 million and $85 million reflected as a decrease in the long-term debt balance at September 30, 2022, and December 31, 2021, 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 as Foreign currency translation adjustments and related income tax (expense) benefit within Other comprehensive earnings (loss), net of tax, on the consolidated statements of comprehensive earnings (loss) of $983 million and $386 million during the three months and $2,116 million and $678 million during the nine months ended September 30, 2022 and 2021, respectively. The amounts included in Accumulated other comprehensive earnings (loss) (“AOCI”) for the net investment hedges will remain in AOCI until the complete or substantially complete liquidation of our investment in the underlying foreign operations. No ineffectiveness has been recorded on the net investment hedges.

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 September 30, 2022, and December 31, 2021, an aggregate €7,848 million and €8,275 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 2022 to 2039 and ECP Notes. As of September 30, 2022, and December 31, 2021, an aggregate £665 million and £1,193 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 September 30, 2022.

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 September 30, 2022, and December 31, 2021, aggregate notional amounts of €6,343 million and €5,906 million, respectively, were designated as net investment hedges of the Company's investment in Euro-denominated operations, and aggregate notional amounts of £2,386 million and £2,345 million, respectively, were designated as net investment hedges of the Company's Pound Sterling-denominated operations. The cross-currency interest rate swap fair values were net assets of $950 million at September 30, 2022, and net assets of $258 million at December 31, 2021, respectively.

During the nine months ended September 30, 2022, the Company entered into transactions to cash settle existing cross-currency interest rate swaps designated as net investment hedges and received net proceeds of approximately $684 million for the fair values of the cross-currency interest rate swaps as of the termination 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.

(8) Commitments and Contingencies

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 $33 million, making the total potential exposure for all 38 claims approximately $45 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 2022, the Company exercised its second call option pursuant to the Amendment,
which results in fixed cash payments to Fifth Third of $186 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.

The consolidated balance sheets as of September 30, 2022, and December 31, 2021, include a total liability of $313 million and $451 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. The economic impact of the COVID-19 pandemic has not resulted in material chargeback losses as of September 30, 2022; however, it is reasonably possible that the Company has incurred or may incur significant losses related to future chargebacks. Due to the unprecedented nature of the pandemic and the numerous current and future uncertainties that may impact any potential chargeback losses, and considering that the Company has no historical experience with similar uncertainties, a reasonable estimate of the possible accrual for future chargeback losses or range of losses cannot be made.

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) Stock Compensation Plans

On January 1, 2021, the Company established a Qualified Retirement Equity Program that modified our existing stock compensation plans. The modification implemented a new retirement policy that permits retirees that meet certain eligibility criteria to continue vesting in unvested equity awards in accordance with the terms of the respective grant agreements, resulting in accelerated stock compensation expense for those employees meeting the definition of retirement eligible. During the quarter ended March 31, 2021, the Company recorded $104 million in accelerated stock compensation expense included in Selling, general, and administrative expenses in the consolidated statement of earnings to reflect the impact of the modification on unvested equity awards outstanding at January 1, 2021.

(10) Related-Party Transactions

The Company held a noncontrolling ownership stake in Cardinal Holdings ("Cardinal"), which operated the Capco consulting business, through April 29, 2021, when we sold our ownership stake due to an acquisition transaction of the Capco consulting business by Wipro Ltd. As a result of the transaction, we received net cash proceeds of approximately $367 million and recorded an approximately $225 million gain in Other income (expense), net on the consolidated statement of earnings (loss). Prior to the sale, the Company recorded the ownership stake in Cardinal as an equity method investment included within Other noncurrent assets on the consolidated balance sheet.

FIS purchases services and software licenses from Cardinal from time to time. Cardinal was a related party through April 29, 2021. Amounts transacted through this agreement was not significant to the 2021 period presented when Cardinal was a related party.

(11) Net Earnings (Loss) per Share

The basic weighted average shares and common stock equivalents for the three and nine months ended September 30, 2022 and 2021, were computed using the treasury stock method.

The following table summarizes net earnings (loss) and net earnings (loss) per share attributable to FIS common stockholders for the three and nine months ended September 30, 2022 and 2021 (in millions, except per share amounts):

	Three months ended September 30,		Nine months ended September 30,	
	2022	2021	2022	2021
Net earnings (loss) attributable to FIS common stockholders	$ 249	$ 158	$ 646	$ 126
Weighted average shares outstanding-basic	605	613	608	618
Plus: Common stock equivalent shares	2	6	3	5
Weighted average shares outstanding-diluted	607	619	611	623
Net earnings (loss) per share-basic attributable to FIS common stockholders	$ 0.41	$ 0.26	$ 1.06	$ 0.20
Net earnings (loss) per share-diluted attributable to FIS common stockholders	$ 0.41	$ 0.26	$ 1.06	$ 0.20

Options to purchase approximately 5 million and 1 million shares of our common stock for the three months and 4 million and 1 million for the nine months ended September 30, 2022 and 2021, respectively, were not included in the computation of diluted earnings per share because they were anti-dilutive.

In January 2021, our Board of Directors approved a new 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. Under the new share repurchase program, approximately 71.5 million shares remained available for repurchase as of September 30, 2022.

(12) Segment Information

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.

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 and services 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.

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 and services 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 and integration expenses, that are not considered when management evaluates revenue-generating segment performance.

In the Corporate and Other segment, the Company recorded acquisition and integration costs primarily related to the Worldpay acquisition as well as certain other costs, including costs associated primarily with the Company's platform modernization totaling $60 million and $64 million for the three months and $220 million and $64 million for the nine months ended September 30, 2022 and 2021, respectively. These other costs 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 $39 million and $102 million for the three months and $176 million and $102 million for the nine months ended September 30, 2022 and 2021, respectively. Additionally, the Company recorded severance and other termination expenses associated with enterprise cost control initiatives and changes in senior management totaling $17 million and $2 million for the three months and $60 million and $17 million for the nine months ended September 30, 2022 and 2021, respectively. These other costs also included stock-based compensation expense, primarily resulting from one-time performance-related awards, totaling $30 million and $42 million for the three months and $94 million and $114 million for the nine months ended September 30, 2022 and 2021, respectively. For the nine months ended September 30, 2021, the Company also recorded $104 million in accelerated stock compensation expense to reflect the impact of establishing a Qualified Retirement Equity Program that modified unvested equity awards outstanding at January 1, 2021 (see Note 9). For the three and nine months ended September 30, 2021, the Company also recorded other costs related to data center consolidation activities totaling $4 million and $32 million and incremental costs directly related to COVID-19 totaling $14 million and $33 million, respectively. The Corporate and Other segment also includes impairment expense, which for the three months ended September 30, 2022, totaled $17 million primarily related to certain software rendered obsolete by platform modernization. For the nine months ended September 30, 2022, the Company also recorded $58 million of impairments primarily related to real estate-related assets as a result of office space reductions and $29 million of impairments primarily related to a non-strategic business.

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), equity method investment earnings (loss), and depreciation and amortization, and excludes certain costs and other transactions that management deems non-operational in nature or that otherwise improve the comparability of operating results across reporting periods by their exclusion. 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. Adjusted EBITDA also excludes incremental and direct costs resulting from the COVID-19 pandemic. These costs and adjustments are recorded in the Corporate and Other segment for the periods discussed below. Adjusted EBITDA for the respective segments excludes the foregoing costs and adjustments.

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

For the three months ended September 30, 2022 (in millions):

	Banking Solutions	Merchant Solutions	Capital Market Solutions	Corporate and Other	Total
Revenue	$ 1,680	$ 1,180	$ 671	$ 73	$ 3,604
Operating expenses	(1,107)	(708)	(423)	(904)	(3,142)
Depreciation and amortization (including purchase accounting amortization)	148	88	82	614	932
Acquisition, integration and other costs	—	—	—	164	164
Asset impairments	—	—	—	17	17
Adjusted EBITDA	$ 721	$ 560	$ 330	$ (36)	$ 1,575
Adjusted EBITDA					$ 1,575
Depreciation and amortization					(324)
Purchase accounting amortization					(608)
Acquisition, integration and other costs					(164)
Asset impairments					(17)
Interest expense, net					(76)
Other income (expense), net					(41)
(Provision) benefit for income taxes					(91)
Net earnings attributable to noncontrolling interest					(5)
Net earnings attributable to FIS common stockholders					$ 249
Capital expenditures	$ 109	$ 122	$ 63	$ 37	$ 331

For the three months ended September 30, 2021 (in millions):

	Banking Solutions	Merchant Solutions	Capital Market Solutions	Corporate and Other	Total
Revenue	$ 1,610	$ 1,161	$ 654	$ 82	$ 3,507
Operating expenses	(1,012)	(647)	(419)	(1,291)	(3,369)
Depreciation and amortization (including purchase accounting amortization)	144	86	81	747	1,058
Acquisition, integration and other costs	—	—	—	187	187
Asset impairments	—	$ —	$ —	202	202
Adjusted EBITDA	$ 742	$ 600	$ 316	$ (73)	$ 1,585
Adjusted EBITDA					$ 1,585
Depreciation and amortization					(344)
Purchase accounting amortization					(714)
Acquisition, integration and other costs					(187)
Asset impairments					(202)
Interest expense, net					(46)
Other income (expense), net					110
(Provision) benefit for income taxes					(41)
Net earnings attributable to noncontrolling interest					(3)
Net earnings attributable to FIS common stockholders					$ 158
Capital expenditures	$ 94	$ 74	$ 47	$ 50	$ 265

For the nine months ended September 30, 2022 (in millions):

	Banking Solutions	Merchant Solutions	Capital Market Solutions	Corporate and Other	Total
Revenue	$ 4,988	$ 3,595	$ 1,992	$ 239	$ 10,814
Operating expenses	(3,281)	(2,167)	(1,295)	(3,078)	(9,821)
Depreciation and amortization (including purchase accounting amortization)	448	268	258	1,946	2,920
Acquisition, integration and other costs	—	—	—	574	574
Asset impairments	—	—	—	104	104
Adjusted EBITDA	$ 2,155	$ 1,696	$ 955	$ (215)	$ 4,591
Adjusted EBITDA					$ 4,591
Depreciation and amortization					(1,035)
Purchase accounting amortization					(1,885)
Acquisition, integration and other costs					(574)
Asset impairments					(104)
Interest expense					(166)
Other income (expense), net					51
(Provision) benefit for income taxes					(223)
Net earnings attributable to noncontrolling interest					(9)
Net earnings (loss) attributable to FIS common stockholders					$ 646
Capital expenditures	$ 385	$ 374	$ 210	$ 114	$ 1,083

For the nine months ended September 30, 2021 (in millions):

	Banking Solutions	Merchant Solutions	Capital Market Solutions	Corporate and Other	Total
Revenue	$ 4,729	$ 3,303	$ 1,908	$ 265	$ 10,205
Operating expenses	(3,041)	(1,927)	(1,259)	(3,378)	(9,605)
Depreciation and amortization (including purchase accounting amortization)	441	263	248	2,029	2,981
Acquisition, integration and other costs	—	—	—	629	629
Asset impairments	—	—	—	202	202
Adjusted EBITDA	$ 2,129	$ 1,639	$ 897	$ (253)	$ 4,412
Adjusted EBITDA					$ 4,412
Depreciation and amortization					(918)
Purchase accounting amortization					(2,063)
Acquisition, integration and other costs					(629)
Asset impairments					(202)
Interest expense, net					(169)
Other income (expense), net					(58)
(Provision) benefit for income taxes					(246)
Equity method investment earnings (loss)					6
Net earnings attributable to noncontrolling interest					(7)
Net earnings attributable to FIS common stockholders					$ 126
Capital expenditures	$ 301	$ 270	$ 157	$ 149	$ 877

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 of the Company, projected revenue or expense synergies, business and market conditions, outlook, foreign currency exchange rates, deleveraging plans, expected dividends and share repurchases, the Company's sales pipeline and anticipated profitability and growth, 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. In many cases, forward-looking statements can be identified by terminology such as "may," "will," "should," "expect," "plan," "anticipate," "believe," "estimate," "predict," "potential," or "continue," or the negative of these terms and other comparable terminology. 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 U.S. and international lending, capital and financial markets or currency fluctuations;
- the outbreak or recurrence of the novel coronavirus and any related variants ("COVID-19") and measures to reduce its spread, including the impact of governmental or voluntary actions such as business shutdowns and stay-at-home orders in certain geographies;
- the duration, including any recurrence, of the COVID-19 pandemic and its impacts, including reductions in consumer and business spending, and instability of the financial markets in heavily impacted areas across the globe;
- the economic and other impacts of COVID-19 on our clients which affect the sales of our solutions and services and the implementation of such solutions;
- the risk of losses in the event of defaults by merchants (or other parties) to which we extend credit in our card settlement operations or in respect of any chargeback liability, either of which could adversely impact liquidity and results of operations;
- the risk that acquired businesses will not be integrated successfully or that the integration will be more costly or more time-consuming and complex than anticipated;
- the risk that cost savings and synergies anticipated to be realized from acquisitions may not be fully realized or may take longer to realize than expected;
- the risks of doing business internationally;
- the effect of legislative initiatives or proposals, statutory changes, governmental or applicable regulations and/or changes in industry requirements, including privacy and cybersecurity laws and regulations;
- the risks of reduction in revenue from the elimination of existing and potential customers due to consolidation in, or new laws or regulations affecting, the banking, retail and financial services industries or due to financial failures or other setbacks suffered by firms in those industries;
- changes in the growth rates of the markets for our solutions;
- the amount, declaration and payment of future dividends is at the discretion of our Board of Directors and depends on, among other things, our investment opportunities, results of operations, financial condition, cash requirements, future prospects, the duration and impact of the COVID-19 pandemic, and other factors that may be considered relevant by our Board of Directors, including legal and contractual restrictions;
- the amount and timing of any future share repurchases is subject to, among other things, our share price, our other investment opportunities and cash requirements, our results of operations and financial condition, our future prospects and other factors that may be considered relevant by our Board of Directors and management;
- failures to adapt our solutions to changes in technology or in the marketplace;

- internal or external security breaches of our systems, including those relating to unauthorized access, theft, corruption or loss of personal information and computer viruses and other malware affecting our software or platforms, and the reactions of customers, card associations, government regulators and others to any such events;
- the risk that implementation of software, including software updates, for customers or at customer locations or employee error in monitoring our software and platforms may result in the corruption or loss of data or customer information, interruption of business operations, outages, exposure to liability claims or loss of customers;
- the reaction of current and potential customers to communications from us or regulators regarding information security, risk management, internal audit or other matters;
- the risk that policies and resulting actions of the current administration in the U.S. may result in additional regulations and executive orders, as well as additional regulatory and tax costs;
- competitive pressures on pricing related to the decreasing number of community banks in the U.S., the development of new disruptive technologies competing with one or more of our solutions, increasing presence of international competitors in the U.S. market and the entry into the market by global banks and global companies with respect to certain competitive solutions, each of which may have the impact of unbundling individual solutions from a comprehensive suite of solutions we provide to many of our customers;
- the failure to innovate in order to keep up with new emerging technologies, which could impact our solutions and our ability to attract new, or retain existing, customers;
- an operational or natural disaster at one of our major operations centers;
- failure to comply with applicable requirements of payment networks or changes in those requirements;
- fraud by merchants or bad actors; and
- other risks detailed elsewhere in the Risk Factors and other sections of our Annual Report on Form 10-K for the fiscal year ended December 31, 2021, in our Quarterly Reports on Form 10-Q and in our other filings with the Securities and Exchange Commission.

Other unknown or unpredictable factors also could have a material adverse effect on our business, financial condition, results of operations and prospects. Accordingly, readers should not place undue reliance on our 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 our 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 and services 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. A description of our segments is included in Note 12 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 services, 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, Brazil and Canada. 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 services, 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 and higher rates of inflation than in recent years. In 2022, we began to experience lengthening sales cycles. We have also experienced increased wages and benefits costs compared to 2021, 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. We have experienced increases in non-labor-related costs compared to 2021 as well. Given the nature of our varied businesses, the magnitude of future effects of slower economic growth, including elongated sales cycles, and inflation are difficult to predict, although they are expected to adversely affect our results of operations. In 2022, the strengthening of the U.S. dollar has had, and is expected to continue to have, a negative impact on our revenue and earnings, and rising interest rates have also had, and are expected to continue to have, a negative impact on our earnings.

The distribution of vaccines against COVID-19 curtailed the impact of the pandemic in 2021 in many of the larger countries in which we do business, but the timing of a complete recovery remains uncertain as new variants of COVID-19 continue to impact consumer spending. In the fourth quarter of 2021, some governmental restrictions were re-imposed based upon a resurgence of variants of COVID-19 in many areas of the U.S. and Europe, which resulted in an adverse impact on payment volumes and transactions over those anticipated following the easing of restrictions in the prior two quarters. These changes in spending affected our business, results of operations and financial condition throughout 2021; however, the impact has lessened substantially in the first nine months of 2022. The magnitude and duration of any further impacts is not possible to predict.

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.

Over the last five years, we have moved over 80% of our server compute, primarily in North America, to our FIS cloud located in our strategic data centers. This allows us to further enhance security for our clients' data and increases the flexibility and speed with which we can provide solutions and services to our clients, at lesser cost. We have also completed our data center consolidation program in 2021.

Following the successful modernization of our IT infrastructure and consolidation of our data centers, we are now accelerating the modernization of our strategic applications and sunsetting of our redundant platforms. Our multi-year platform modernization initiative is designed to create a componentized, cloud-native set of capabilities that can be consumed by clients as end-to-end business applications or as individual components. Although our platform modernization will result in additional near-term costs, we expect it will result in improvements in our operational efficiencies over time.

We continue to invest in modernization, innovation and integrated solutions and services 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.

In addition, we are investing in the development of new solutions and venture opportunities through FIS Impact Ventures. This group prioritizes development of, and investment in, next-generation technology and innovation.

Since the beginning of the pandemic, the Company has taken several actions related to the health and safety of its employees while maintaining business continuity, including implementing its comprehensive Pandemic Plan. The Pandemic

Plan includes site-specific plans as well as travel restrictions, medical response protocols, work-from-home strategies and enhanced cleaning within our locations and a comprehensive internal and external communication strategy.

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. The COVID-19 pandemic has resulted in accelerating digitization of banking and payment services by requiring, in many cases, banks and bank customers to transact through digital 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.

We anticipate consolidation within the banking industry will 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 services if such services are chosen to survive the consolidation and to support the newly combined entity. Conversely, we may lose revenue if we are providing services to both entities, or if a client of ours is involved in a consolidation and our services 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 services that we currently provide or could provide. We seek to mitigate the risks of consolidations by offering other competitive services to take advantage of specific opportunities at the surviving company.

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 the growing area of cryptocurrencies. The payment processing industry is adopting new technologies, developing new solutions and services, 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 services 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. 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 continue to grow in frequency, complexity and sophistication. This is a trend we expect to continue. Such attacks have become a point of focus for individuals, businesses and governmental entities. The objectives of these attacks include, among other things, gaining unauthorized access to systems to facilitate financial fraud, disrupt operations, cause denial of service events, corrupt data, and steal non-public information. These circumstances present both a threat and an opportunity for FIS. As part of our business, we electronically receive, process, store and transmit a wide range of confidential information, including sensitive customer information and personal consumer data. We also operate payment, cash access and prepaid card systems.

FIS remains focused on making strategic investments in information security to protect our clients and our information systems. These investments include both capital expenditures and operating expense related to hardware, software, personnel and consulting services. We also participate in industry and governmental initiatives to improve information security for our clients. Through the expertise we have gained with this ongoing focus and involvement, we have developed fraud, security, risk management and compliance solutions to target this 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, 2021. For discussion regarding the impact of the COVID-19 pandemic on our critical and significant accounting estimates subject to risk and uncertainties, see Notes 1, 4 and 8 to the consolidated financial statements.

Related-Party Transactions

We are a party to certain historical related party agreements as discussed in Note 10 to the consolidated financial statements.

Consolidated Results of Operations - Comparisons of three- and nine-month periods ended September 30, 2022 and 2021

	Three months ended September 30,				Nine months ended September 30,			
	2022	2021	$ Change	% Change	2022	2021	$ Change	% Change
	(In millions)				(In millions)			
Revenue	$ 3,604	$ 3,507	$ 97	3 %	$ 10,814	$ 10,205	$ 609	6 %
Cost of revenue	(2,148)	(2,178)	30	(1)	(6,624)	(6,431)	(193)	3
Gross profit	1,456	1,329	127	10	4,190	3,774	416	11
Gross profit margin	40 %	38 %			39 %	37 %		
Selling, general and administrative expenses	(977)	(989)	12	(1)	(3,093)	(2,972)	(121)	4
Asset impairments	(17)	(202)	185	NM	(104)	(202)	98	NM
Operating income	$ 462	$ 138	324	235	$ 993	$ 600	393	66
Operating margin	13 %	4 %			9 %	6 %		

NM = Not meaningful

Revenue

Revenue for the three and nine months ended September 30, 2022, increased primarily due to the ramp-up of recent new client wins in Banking, increased Merchant volumes and strong new sales in Capital Markets driving recurring revenue growth. Revenue was negatively impacted by unfavorable foreign currency movements, primarily related to a stronger U.S. Dollar versus the British Pound Sterling and Euro. 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 September 30, 2022, 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. Cost of revenue for the nine month period increased due to the revenue variances noted above, cost inflation and higher 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 initiatives, partially offset by lower intangible asset amortization resulting primarily from foreign currency movements. Gross profit for the nine months ended September 30, 2022, increased primarily due to revenue variances noted above. Gross profit margin for the nine months ended September 30, 2022, increased primarily due to revenue growth in the Merchant segment and lower intangible asset amortization resulting primarily from foreign currency movements, partially offset by higher 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 initiatives and by cost inflation.

Selling, General and Administrative Expenses

Selling, general and administrative expenses for the three months ended September 30, 2022, decreased primarily due to lower acquisition, integration and other costs, partially offset by incremental Payrix-related expenses. Selling, general and administrative expenses for the nine months ended September 30, 2022, increased primarily due to higher compensation and Payrix-related expenses. The 2021 nine-month period included accelerated stock compensation expense recorded associated with the establishment of the Qualified Retirement Equity Program that modified our existing stock compensation plans as described in Note 9 to the consolidated financial statements.

Asset Impairments

For the three months ended September 30, 2022, the Company recorded $17M of impairments primarily related to certain software rendered obsolete by the Company's Platform modernization initiatives. For the nine months ended September 30, 2022, the Company also recorded impairments of $58 million related primarily to real estate-related assets as a result of office space reductions and $29 million related primarily to a non-strategic business. For the three and nine months ended September 30, 2021, the Company recorded impairment of certain software and deferred contract cost assets resulting from the aforementioned Company's Platform modernization initiatives.

Operating Income and Operating Margin

The change in operating income for the three and nine months ended September 30, 2022, resulted from the revenue and cost variances noted above. The operating margin for the three and nine months ended September 30, 2022, benefited from lower asset impairments and intangible asset amortization compared to prior-year periods.

Total Other Income (Expense), Net

	Three months ended September 30,				Nine months ended September 30,			
	2022	2021	$ Change	% Change	2022	2021	$ Change	% Change
Other income (expense):	(In millions)				(In millions)			
Interest expense, net	$ (76)	$ (46)	$ (30)	65 %	$ (166)	$ (169)	$ 3	(2)%
Other income (expense), net	(41)	110	(151)	NM	51	(58)	109	NM
Total other income (expense), net	$ (117)	$ 64	(181)	NM	$ (115)	$ (227)	112	NM

NM = Not meaningful

The increase in interest expense, net during the three months ended September 30, 2022, was primarily due to higher interest rates on our debt, offset in part by increased interest income and lower outstanding debt throughout the three months ended September 30, 2022. The decrease in interest expense, net during the nine months ended September 30, 2022, was primarily due to increased interest income, offset in part by increased interest expense on refinanced senior notes and our variable rate instruments.

Other income (expense), net includes the net change in fair value of the CVR-related preferred stock and CVR liability of $14 million and $(3) million for the three months ended and $63 million and $12 million for the nine months ended September 30, 2022 and 2021, respectively (see Note 4 to the consolidated financial statements). Other income (expense), net also includes net gains on equity security investments without readily determinable fair values of $5 million and $126 million for the three months and $52 million and $214 million for the nine months ended September 30, 2022 and 2021, respectively (see Note 4 to the consolidated financial statements). Other income (expense), net for the nine months ended September 30, 2021, also includes gain on the sale of our equity ownership interest in Cardinal Holdings of approximately $225 million and loss on extinguishment of debt of approximately $528 million relating to tender premiums, make-whole amounts, and fees; the write-off of unamortized bond discounts and debt issuance costs; and losses on related derivative instruments. The foregoing loss resulted from the debt refinancing activity we undertook in the first quarter of 2021 (see Note 6 to the consolidated financial statements), which substantially reduced our ongoing interest expense on the refinanced principal. This loss was partially offset by fair value adjustments on certain non-operating assets and liabilities and foreign currency transaction remeasurement gains.

Provision (Benefit) for Income Taxes

	Three months ended September 30,				Nine months ended September 30,			
	2022	2021	$ Change	% Change	2022	2021	$ Change	% Change
	(In millions)				(In millions)			
Provision (benefit) for income taxes	$ 91	$ 41	$ 50	NM	$ 223	$ 246	$ (23)	NM
Effective tax rate	26 %	20 %			25 %	66 %		

NM = Not meaningful

The increase in the effective tax rate for the three months ended September 30, 2022, was primarily due to relative earnings over the comparable 2021 period. The decrease in the effective tax rate for the nine months ended September 30, 2022, was primarily due to the one-time net remeasurement of certain deferred tax liabilities during the second quarter of 2021 due to the increase in the U.K. corporate statutory tax rate from 19% to 25% effective April 1, 2023, enacted on June 10, 2021.

Segment Results of Operations - Comparisons of three- and nine-month periods ended September 30, 2022 and 2021

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), equity method investment earnings (loss), 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. Adjusted EBITDA also excludes incremental and direct costs resulting from the COVID-19 pandemic. 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 12 to the consolidated financial statements.

Banking Solutions

	Three months ended September 30,				Nine months ended September 30,			
	2022	2021	$ Change	% Change	2022	2021	$ Change	% Change
	(In millions)				(In millions)			
Revenue	$ 1,680	$ 1,610	$ 70	4 %	$ 4,988	$ 4,729	$ 259	5 %
Adjusted EBITDA	$ 721	$ 742	(21)	(3)	$ 2,155	$ 2,129	$ 26	1
Adjusted EBITDA margin	42.9 %	46.1 %			43.2 %	45.0 %		
Adjusted EBITDA margin basis points change	(320)				(180)			

Three months ended September 30:

Revenue increased due to recurring revenue contributing 4% to growth, driven by the recent ramp-up of several large contracts which overcame a 2% reduction due to decline in pandemic-related revenue, and to timing of non-recurring software license sales contributing 2% to growth. Revenue was negatively impacted by foreign currency movements, contributing (2%) to growth primarily related to a stronger U.S. Dollar versus the Euro and the British Pound Sterling.

Adjusted EBITDA and adjusted EBITDA margin decreased primarily due to cost inflation, a reduction in pandemic-related revenue as compared to the prior-year period, and recent onboarding of several large outsourcing contracts.

Nine months ended September 30:

Revenue increased primarily due to recurring revenue contributing 5% to growth, driven by the recent ramp-up of several large contracts which overcame a 1% reduction due to decline in pandemic-related revenue, and non-recurring revenue contributing 1% to growth. Revenue was negatively impacted by foreign currency movements, contributing (1%) to growth primarily related to a stronger U.S. Dollar versus the Euro and the British Pound Sterling.

Adjusted EBITDA increased primarily due to the revenue impacts noted above. Adjusted EBITDA margin decreased primarily due to cost inflation, a reduction in pandemic-related revenue as compared to the prior-year period, and recent onboarding of several large outsourcing contracts.

Merchant Solutions

	Three months ended September 30,				Nine months ended September 30,			
	2022	2021	$ Change	% Change	2022	2021	$ Change	% Change
	(In millions)				(In millions)			
Revenue	$ 1,180	$ 1,161	$ 19	2 %	$ 3,595	$ 3,303	$ 292	9 %
Adjusted EBITDA	$ 560	$ 600	(40)	(7)	$ 1,696	$ 1,639	57	3
Adjusted EBITDA margin	47.4 %	51.7 %			47.2 %	49.6 %		
Adjusted EBITDA margin basis points change	(430)				(240)			

Three months ended September 30:

Revenue increased primarily due to higher card-not-present volumes, including those related to our recent Payrix acquisition, contributing 6% to growth. Revenue was negatively impacted by unfavorable foreign currency movements, contributing (4%) to growth primarily related to a stronger U.S. Dollar versus the British Pound Sterling.

Adjusted EBITDA and adjusted EBITDA margin decreased primarily due to the foreign currency movements referenced above, inflationary cost pressures and accelerated investment in e-commerce and Payrix sales channels to capitalize on developing secular growth trends.

Nine months ended September 30:

Revenue increased primarily due to the global economic recovery from the COVID-19 pandemic, with higher card-present volumes contributing 5% to growth and card-not-present volumes, including those related to our recent Payrix acquisition, contributing 7% to growth. Revenue was negatively impacted by unfavorable foreign currency movements, contributing (3%) to growth primarily related to a stronger U.S. Dollar versus the British Pound Sterling.

Adjusted EBITDA increased primarily due to the revenue impacts noted above. Adjusted EBITDA margin decreased primarily due to the foreign currency movements referenced above, inflationary cost pressures and accelerated investment in e-commerce and Payrix sales channels to capitalize on developing secular growth trends.

Capital Market Solutions

	Three months ended September 30,				Nine months ended September 30,			
	2022	2021	$ Change	% Change	2022	2021	$ Change	% Change
	(In millions)				(In millions)			
Revenue	$ 671	$ 654	$ 17	3 %	$ 1,992	$ 1,908	$ 84	4 %
Adjusted EBITDA	$ 330	$ 316	14	4	$ 955	$ 897	58	6
Adjusted EBITDA margin	49.3 %	48.4 %			48.0 %	47.0 %		
Adjusted EBITDA margin basis points change	90				100			

Three months ended September 30:

Revenue increased primarily due to recurring revenue contributing 8% to growth from strong new sales momentum partially offset by lower non-recurring revenue contributing (2%). Revenue was also negatively impacted by unfavorable foreign currency movements, contributing (3%) to growth primarily related to a stronger U.S. Dollar versus the British Pound Sterling.

Adjusted EBITDA increased primarily due to the revenue impacts noted above. Adjusted EBITDA margin increased primarily due to continued expense management and operating leverage.

Nine months ended September 30:

Revenue increased primarily due to recurring revenue contributing 7% to growth from strong new sales momentum partially offset by lower non-recurring revenue contributing (1%). Revenue was also negatively impacted by unfavorable foreign currency movements, contributing (2%) to growth primarily related to a stronger U.S. Dollar versus the British Pound Sterling.

Adjusted EBITDA increased primarily due to the revenue impacts noted above. Adjusted EBITDA margin increased primarily due to continued expense management and operating leverage.

Corporate and Other

	Three months ended September 30,				Nine months ended September 30,			
	2022	2021	$ Change	% Change	2022	2021	$ Change	% Change
	(In millions)				(In millions)			
Revenue	$ 73	$ 82	$ (9)	(11)%	$ 239	$ 265	$ (26)	(10)%
Adjusted EBITDA	$ (36)	$ (73)	37	(51)	$ (215)	$ (253)	38	(15)

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 September 30:

Revenue decreased due to a divestiture of a non-core business in the third quarter of 2022, as well as client attrition in our non-strategic businesses.

Adjusted EBITDA increased primarily due to foreign currency movements impacting corporate and infrastructure expenses, related to a stronger U.S. Dollar versus the British Pound Sterling and Indian Rupee.

Nine months ended September 30:

Revenue decreased primarily due to a divestiture of a non-core business in the third quarter of 2022, as well as client attrition in our non-strategic businesses.

Adjusted EBITDA increased primarily due to 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 September 30, 2022, the Company had $4,846 million of available liquidity, including $1,932 million of cash and cash equivalents and $2,914 million of capacity available under its Revolving Credit Facility. Approximately $1,189 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 $18.9 billion, with an effective weighted average interest rate of 2.0%.

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.

We currently expect to continue to pay quarterly dividends. In January 2022, the Board of Directors approved a quarterly dividend increase of 21% to $0.47 per share beginning with the first quarter of 2022. Consistent with our capital allocation strategy, we plan to increase our annual dividend approximately 20% per year over the next several years, as compared to approximately 10% per year increases in recent years, to gradually increase our dividend payout ratio beginning with the quarterly dividend payable in March 2022. 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, the duration and impact of the COVID-19 pandemic, and other factors that may be considered relevant by our Board of Directors, including legal and contractual restrictions. Additionally, the payment of cash dividends may be limited by covenants in certain debt agreements. A regular quarterly dividend of $0.47 per common share is payable on December 23, 2022, to shareholders of record as of the close of business on December 9, 2022.

In January 2021, our Board of Directors approved a new 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 share repurchase program has no expiration date and may be suspended for periods, amended or discontinued at any time. Under the new share repurchase program, approximately 71.5 million shares remained available for repurchase as of September 30, 2022.

During 2022, we expect to repurchase shares worth approximately $1.8 billion, including $1.3 billion of shares repurchased in the nine months ended September 30, 2022.

Cash Flows from Operations

Cash flows from operations were $2,798 million and $3,697 million for the nine-month periods ended September 30, 2022 and 2021, 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 $899 million in the 2022 nine-month period primarily due to settlement 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 $1,083 million and $877 million in capital expenditures (excluding other financing obligations for certain hardware and software) during the nine-month periods ended September 30, 2022 and 2021, respectively. We expect to continue investing in property and equipment, purchased software and internally developed software to support our business.

During the nine-month period ended September 30, 2022, we received approximately $684 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. We received approximately $367 million of cash during the nine months ended September 30, 2021, for the net proceeds from the sale of our equity ownership interest in Cardinal Holdings.

Financing

For more information regarding the Company's debt and financing activity see Note 6 to the consolidated financial statements.

Contractual Obligations

There were no material changes in our contractual obligations through the nine months ended September 30, 2022, in comparison to the table included in our Annual Report on Form 10-K for the year ended December 31, 2021, 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 Disclosure About Market Risks

Market Risk

We are exposed to market risks primarily from changes in interest rates, foreign currency exchange rates and geopolitical risks. 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 September 30, 2022. The carrying value, excluding the fair value of the interest rate swaps described below and unamortized discounts, of our senior notes was $17.1 billion as of September 30, 2022. The fair value of our senior notes was approximately $15.0 billion as of September 30, 2022. 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, and Revolving Credit Facility (as included 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 September 30, 2022, our weighted-average cost of debt was 2.0% with a weighted-average maturity of 6 years; 72% of our debt was fixed rate, and the remaining 28% 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 $60 million. We performed the foregoing sensitivity analysis based solely on the outstanding balance of our variable-rate debt as of September 30, 2022. 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 September 30, 2021, 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 $72 million.

As of September 30, 2022, 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 %	4.58 %
£	925	2029 - 2031	3.00 %	4.64 %
€	500	2024	1.10 %	0.83 %

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 (previously 6-month GBP LIBOR rate), and 3-month Euribor rate, as applicable, for the interest rate swaps outstanding as of September 30, 2022 and 2021, would increase our annual interest expense by approximately $34 million and $37 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 $697 million and $725 million during the three months and $2,104 million and $2,062 million during the nine months ended September 30, 2022 and 2021, 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 and nine months ended September 30, 2022 and 2021 (in millions):

	Three months ended September 30,		Nine months ended September 30,	
Currency	**2022**	**2021**	**2022**	**2021**
Pound Sterling	$ 43	$ 44	$ 131	$ 127
Euro	9	8	24	26
Real	4	4	12	10
Rupee	1	3	7	8
Australian Dollar	3	2	8	6
Total increase or decrease	$ 60	$ 61	$ 182	$ 177

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, 2021, as updated in our Quarterly Report on Form 10-Q for the quarter ended March 31, 2022, for a detailed discussion of risk factors affecting the Company. There have been no material changes in the risk factors described therein.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

The following table summarizes purchases of equity securities by the issuer during the three-month period ended September 30, 2022:

Period	Total number of shares purchased (1) (in millions)	Average price paid per share	Total cost of shares purchased as part of publicly announced plans or programs (1) (in millions)	Maximum number of shares that may yet be purchased under the plans or programs (1) (in millions)
July 1-31, 2022	—	$ —	$ —	82.5
August 1-31 2022	6.3	$ 98.70	621.0	76.2
September 1-30, 2022	4.7	$ 84.43	400.0	71.5
	11.0		$ 1,021.0	

(1) In January 2021, our Board of Directors approved a new 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 share repurchase program has no expiration date and may be suspended for periods, amended or discontinued at any time. Under the new share repurchase program, approximately 71.5 million shares remained available for repurchases as of September 30, 2022.

Item 6. Exhibits

Exhibit No.	Exhibit Description	Incorporated by Reference				Filed/ Furnished Herewith
		Form	SEC File Number	Exhibit	Filing Date	
10.1	Amended and Restated Employment Agreement, effective as of October 17, 2022 by and among Fidelity National Information Services, Inc. and Gary A. Norcross. (1)					*
10.2	Amended and Restated Employment Agreement, effective as of October 17, 2022 by and among Fidelity National Information Services, Inc. and Stephanie Ferris. (1)					*
31.1	Certification of Gary A. Norcross, President and 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.					*
31.2	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.					*
32.1	Certification of Gary A. Norcross, President and and 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.					*
32.2	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.					*
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: November 4, 2022	By: /s/ ERIK HOAG
	Erik Hoag
	Corporate Executive Vice President and Chief Financial Officer (Principal Financial Officer)
	FIDELITY NATIONAL INFORMATION SERVICES, INC.
Date: November 4, 2022	By: /s/ THOMAS K. WARREN
	Thomas K. Warren
	Chief Accounting Officer (Principal Accounting Officer)

EXHIBIT 10.1

EXECUTION COPY

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT (the "Agreement") is entered into as of this 17TH day of October 2022 and is effective as of the Effective Date (as defined below), by and between FIDELITY NATIONAL INFORMATION SERVICES, INC., a Georgia corporation (the "Company"), and GARY A. NORCROSS (the "Employee").

WHEREAS, the Company and Employee are parties to an Amended and Restated Employment Agreement by and between the Company and Employee dated December 29, 2009, as amended on March 30, 2012, January 1, 2015, February 23, 2016, May 5, 2018 and May 21, 2019 (the “Prior Agreement”);

WHEREAS, Employee currently serves as Chief Executive Officer of Company and as a member and Chairman of the Company’s Board of Directors (the “Board”);

WHEREAS, as part of Company’s succession planning for its senior executive officers, Employee and the Board have discussed from time to time Employee’s plans regarding his continuing service to the Company and ensuring a successful transition to a successor Chief Executive Officer;

WHEREAS, as a result of such process, the Board and Employee have determined it to be in the best interests of the Company and Employee for Employee to continue to serve as Chief Executive Officer through December 31, 2022 and to transition to a successor Chief Executive Officer effective as of January 1, 2023 (the “Effective Date”);

WHEREAS, the Board has also determined it to be in the best interest of the Company to secure Employee’s continuing service to the Company as Executive Chairman through December 31, 2023 for a seamless and successful Chief Executive Officer transition;

WHEREAS, the Company and Employee desire to enter into this Agreement for the purpose of setting forth the terms and conditions applicable to Employee’s employment effective as of the Effective Date, including, but not limited to, compensation aligned with the position of Executive Chairman and preservation of severance benefits Employee would have been entitled to receive but for Employee’s agreement to remain with the Company as Executive Chairman;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. Purpose and Release. The purpose of this Agreement is to: (i) amend, restate and replace all prior agreements between Employee and Company, or one of its affiliates, relating to the subject matter of this Agreement; (ii) recognize Employee's significant contributions to the overall financial performance and success of Company; (iii) incentivize Employee to remain with the Company as Executive Chairman to help ensure a seamless and successful Chief Executive Officer transition; and (iv) provide a single, integrated document which shall provide the basis for Employee's continued employment by Company.

2. Employment and Duties. Subject to the terms and conditions of this Agreement, Company employs Employee during the Employment Term to serve as the Executive Chairman of FIS,

reporting directly to the Company's Board. During the Employment Term and subject to the election of Employee at the Company’s annual meeting of shareholders, Employee shall continue to serve as a member and Chairman of the Board. Employee accepts such employment and continuing Board service and agrees to undertake and discharge the duties, functions and responsibilities commensurate with aforesaid positions. Employee shall devote such business time, attention and effort as necessary to the performance of his duties hereunder and shall not engage in any business, profession or occupation, for compensation or otherwise, without the express written consent of the Company, other than those in which Employee is engaged as of the date hereof and personal, charitable or civic activities or other such matters that do not conflict with Employee's duties. Employee's office location shall be in Jacksonville, Florida, however, it being understood that Employee may work remotely and will be expected to travel to the Company's other locations as necessary.

3. Term. The term of this Agreement shall commence on the Effective Date and shall continue for a period of one year ending on December 31, 2023, subject to prior termination as set forth in Section 8 (such term, the "Employment Term").

4. Salary. During the Employment Term, Company shall pay Employee an annual base salary, before deducting all applicable withholdings, of $800,000 per year, payable at the time and in the manner dictated by Company's standard payroll policies (the “Annual Base Salary”).

5. Other Compensation and Fringe Benefits. In addition to any executive bonus, pension, deferred compensation and long-term incentive plans which Company or an affiliate of Company may from time to time make available to Employee, Employee shall be entitled to the following during the Employment Term:

a. equivalent or more beneficial medical and other insurance coverage (for Employee and any covered dependents) provided by Company to executives of the Company generally, provided that the medical coverage for Employee and any covered dependents will be no less favorable than as of the date hereof;

b. supplemental disability insurance sufficient to provide a benefit to Employee equal to two-thirds of Employee's pre-disability Annual Base Salary until Employee reaches the age of 65, provided that such coverage is available in the market using traditional standards of underwriting;

c. an annual incentive bonus opportunity under Company's annual incentive plan ("Annual Bonus Plan") for each calendar year included in the Employment Term, with such opportunity to be earned based upon attainment of performance objectives established by the Board or Committee as approved for other executives of the Company generally ("Annual Bonus”). Employee's target Annual Bonus shall be 150% of Employee's then current Annual Base Salary, with a maximum of up to 2 times target (collectively, the target and maximum Annual Bonus are referred to as the "Annual Bonus Opportunity"); provided that Employee's Annual Bonus is subject to the Company's clawback policy, pursuant to which the Company may recoup all or a portion of any bonus paid if, after payment, there is a finding of fraud, a restatement of financial results, or errors or omissions discovered that call into question the business results on which the bonus was based. If owed pursuant to the terms of the Annual Bonus Plan, the Annual Bonus shall be paid no later than the March l5th first following the calendar year to which the Annual Bonus relates;

d. eligibility to participate in Company's equity incentive plans. Without limiting the generality of the foregoing, after the date hereof and prior to the Effective Date, the Company shall grant to the Employee a number of Restricted Stock Units equal to the quotient obtained by dividing (1) $10,000,000.00 by (2) the Fair Market Value as of the grant date, which shall vest in full on December 31, 2023, subject to Employee's continued employment through the vesting date and the other terms and conditions of this Agreement and the form of Award Agreement previously provided to Employee (capitalized terms used but not defined in this Section 5(d) shall have the meaning set forth in the Company's 2022 Omnibus Incentive Plan). The Company expects this to be the sole equity award granted to Employee after the date hereof and through the end of the Employment Term and future equity awards, if any, shall be subject to the sole discretion of the Board; and

e. all other benefits and incentive opportunities customarily made available to executives of the Company generally, provided such benefits will be no less favorable than as of the date hereof.

6. Compensation Policies. Company has adopted certain compensation related policies that apply to Employee. Employee acknowledges that, as a corporate officer, he is expected to maintain an ownership level in Company stock of at least five (5) times his annual base salary and that following the vesting of any restricted shares granted to him, Employee must hold 50% of those shares for at least six (6) months. Employee further represents that he has read and understands the Company's policies regarding insider trading and prohibiting the hedging and pledging of Company stock.

7. Vacation. For and during each calendar year within the Employment Term, Employee shall be entitled to reasonable paid vacation periods and holidays consistent with Employee's position and in accordance with Company's standard policies, or as the Board or Committee may approve.

8. Expense Reimbursement. In addition to the compensation and benefits provided herein. Company shall, upon receipt of appropriate documentation, reimburse Employee each month for reasonable travel, lodging, entertainment, promotion and other ordinary and necessary business expenses incurred during the Employment Term to the extent such reimbursement is permitted under Company's expense reimbursement policy.

9. Termination of Employment. Company or Employee may terminate Employee's employment at any time and for any reason in accordance with Subsection (a) below. The Employment Term shall be deemed to have ended on the last day of Employee's employment. The Employment Term shall terminate automatically upon Employee's death.

a. Notice of Termination. Any purported termination of Employee's employment (other than by reason of death) shall be communicated by written Notice of' Termination (as defined herein) from one party to the other in accordance with the notice provisions contained in this Agreement. For purposes of this Agreement, a "Notice of Termination" shall mean a notice that indicates the "Date of 'termination" and, with respect to a termination due to "Cause", "Disability" or "Good Reason", sets forth in reasonable detail the facts and circumstances that are alleged to provide a basis for such termination. A Notice of Termination from Company shall specify whether the termination is with or without Cause or due to Employee's Disability. A Notice of

Termination from Employee shall specify whether the termination is with or without Good Reason.

b. Date of Termination. For purposes of this Agreement, "Date of Termination" shall mean the date specified in the Notice of Termination (but in no event shall such date be earlier than the thirtieth (30th) day following the date the Notice of Termination is given) or the date of Employee's death.

c. No Waiver. The failure to set forth any fact or circumstance in a Notice of Termination, which fact or circumstance was not known to the party giving the Notice of Termination when the notice was given, shall not constitute a waiver of the right to assert such fact or circumstance in an attempt to enforce any right under or provision of this Agreement.

d. Cause. For purposes of this Agreement, a termination for "Cause" means a termination by Company based upon Employee's: (i) persistent failure to perform duties consistent with a commercially reasonable standard of care (other than due to a physical or mental impairment or due to an action or inaction directed by Company that would otherwise constitute Good Reason); (ii) willful neglect of duties (other than due to a physical or mental impairment or due to an action or inaction directed by Company that would otherwise constitute Good Reason); (iii) conviction of, or pleading nolo contendere to. criminal or other illegal activities involving dishonesty or moral turpitude; (iv) material breach of this Agreement; (v) material breach of the Company's business policies, accounting practices or standards of ethics; or (vi) failure to materially cooperate with or impeding an investigation authorized by the Board. The Employee’s termination for Cause shall be effective when and if a resolution is duly adopted by an affirmative vote of the Board stating that, in the good faith opinion of the Board, the Employee is guilty of the conduct described in the Notice of Termination and such conduct constitutes Cause under this Agreement; provided, however, that the Employee shall have been given reasonable opportunity (i) to cure any act or omission that constitutes Cause if capable of cure and (ii), together with counsel, during the thirty (30) day period following the receipt by the Employee of the Notice of Termination and prior to the adoption of the Board‘s resolution, to be heard by the Board.

e. Disability. For purposes of this Agreement, a termination based upon "Disability" means a termination by Company based upon Employee's entitlement to long- term disability benefits under Company's long-term disability plan or policy, as the case may be, as in effect on the Date of Termination.

f. Good Reason. For purposes of this Agreement, a termination for "Good Reason" means a termination by Employee based upon the occurrence (without Employee's express written consent) of any of the following:

    i. a material adverse change in Employee's position or title, or a material diminution in Employee's managerial authority, duties or responsibilities or the conditions under which such duties or responsibilities are performed (e,g., a material reduction in the number or scope of department(s).

functional group(s) or personnel over which Employee has managerial authority), in each case as in effect immediately following the Effective Date;

ii. A material adverse change such that the Employee no longer reports directly to the Company's Board of Directors;

iii. a material change in the geographic location of Employee's principal working location (currently, 347 Riverside Avenue, Jacksonville, Florida), which Company has determined to be a relocation of' more than thirty-five (35) miles;

iv. a material diminution in Employee's Annual Base Salary or Annual Bonus Opportunity;

v. a material breach by Company of any of its obligations under this Agreement;

vi. the failure of Company to obtain the assumption of this Agreement as required by Section 21; or

vii. the failure of the Board of Directors to nominate Employee for re-election by the shareholders as a Director at any annual meeting of shareholders during the Employment Term, the failure of the shareholders to re-elect Employee as a Director or the removal of Employee as Chairman of the Board or as a Director at any time during the Employment Term.

Notwithstanding the foregoing, Employee being placed on a paid leave for up to sixty (60) days pending a determination of whether there is a basis to terminate Employee for Cause shall not constitute Good Reason and Employee's continued employment shall not constitute consent to or a waiver of rights with respect to, any act or failure to act constituting Good Reason hereunder; provided, however, that no such event described above shall constitute Good Reason unless: (1) Employee gives Notice of Termination to Company specifying the condition or event relied upon for such termination within ninety (90) days of the initial existence of such event and (2) Company fails to cure the condition or event constituting Good Reason within thirty (30) days following receipt of Employee's Notice of Termination.

"Change in Control" shall mean a change in the ownership or effective control of the Company or a change in control of a substantial portion of the assets of the Company, within the meaning of Treasury Regulation Section 1.409A-3(i)(5). Company agrees to provide Employee with advance written notice of the date of the one-year period following a Change in Control.

10. Obligations of Company Upon Termination.

a. Termination by Company for a Reason Other than Cause; by reason of the Employee's Death or Disability; or Termination by Employee for Good Reason; Termination upon expiration of the Employment Term. If Employee's employment terminates (1) during the Employment Term by: (A) Company for any reason other than Cause (including by reason of the Employee's Disability); (B) reason of the Employee's death; (C) by Employee for Good Reason; or (2) for any reason whatsoever upon expiration of the Employment Term:

i. Company shall pay or provide Employee the following (collectively, the "Accrued Obligations"): (A) within five (5) business days after the Date of

Termination, any earned but unpaid Annual Base Salary; (B) within a reasonable time following submission of all applicable documentation, any expense reimbursement payments owed to Employee for expenses incurred prior to the Date of Termination; (C) no later than March 15th of the year in which the Date of Termination occurs, any earned but unpaid Annual Bonus payments relating to the prior calendar year; (D) accrued, vested benefits under any employee benefit plan in which Employee participated in accordance with the terms thereof; and (E) any vested rights under outstanding stock option, restricted stock or other equity-based awards in accordance with the terms thereof;

ii. Company shall pay Employee no later than March 15th of the calendar year following the year in which the Date of Termination occurs, a prorated Annual Bonus based upon the actual Annual Bonus that would have been earned by Employee for the year in which the Date of Termination occurs, ignoring any requirement under the Annual Bonus Plan that Employee must be employed on the payment date (using Employee's Annual Bonus Opportunity for the prior year if no Annual Bonus Opportunity has been approved for the year in which the Date of Termination occurs), multiplied by the percentage of the calendar year completed before the Date of Termination;

iii. Company shall pay Employee as soon as practicable, but not later than the sixty-fifth (65th) day after the Date of Termination, a lump-sum payment equal to 300% of the sum of: (A) Employee's Annual Base Salary in effect immediately prior to the Effective Date; and (B) Employee's target Annual Bonus as of immediately prior to the Effective Date;

iv. All stock option, restricted stock and other equity-based incentive awards granted by the Company that were outstanding but not vested as of the Date of Termination shall become immediately vested and/or payable, as the case may be (and, for the avoidance of doubt and notwithstanding anything herein to the contrary, all performance stock units will be treated in accordance with the applicable award agreements as reflected in the proxy statement for Company's 2022 annual meeting of shareholders);

v. Any life insurance coverage provided by the Company shall terminate at the same time as life insurance coverage would normally terminate for any other employee that terminates employment with the Company, and Employee shall have the right to convert that life insurance coverage to an individual policy under the regular rules of the Company's group policies. In addition, as soon as practicable, but not later than the sixty-fifth (65th) day after the Date of Termination, Company shall pay Employee a lump sum cash payment equal to thirty-six monthly life insurance premiums based on the monthly premiums that would be due assuming that Employee had converted Company's life insurance coverage that was in effect on the Notice of Termination into an individual policy; and

vi. As long as Employee pays the full monthly premiums for COBRA coverage, Company shall provide Employee and, as applicable, Employee's eligible dependents with continued medical and dental coverage, on the same basis as provided to Company's active executives and their dependents until the earlier of: (A) three (3) years aner the Date of Termination; or (B) the date Employee is first eligible for medical and dental coverage (without pre-existing condition limitations) with a subsequent employer. In addition, as soon as practicable, but not later than the sixty-fifth (65th) day after the Date of Termination, Company shall pay Employee a lump sum cash payment equal to thirty-six monthly medical and dental COBRA premiums based on the level of coverage in effect for the Employee (e.g., employee only or family coverage) on the Date of Termination.

b. Termination by Company for Cause and by Employee without Good Reason. If Employee's employment is terminated during the Employment Period by Company for Cause or by Employee without Good Reason, Company's only obligation under this Agreement shall be payment of any Accrued Obligations.

c. Deemed Resignation/Execution of Documents. Upon termination of Employee's employment for any reason, except as otherwise requested by the Board, Employee shall be deemed to have resigned from all offices and directorships, if any, then held with the Company and its affiliates and Employee agrees to execute all documents reasonably requested by the Board to effectuate such resignation.

11. Non-Delegation of Employee's Rights. The obligations, rights and benefits of Employee hereunder are personal and may not be delegated, assigned or transferred in any manner whatsoever, nor are such obligations, rights or benefits subject to involuntary alienation, assignment or transfer.

12. Confidential Information. Employee will occupy a position of trust and confidence and will have access to and learn substantial information about Company and its affiliates 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 Company and its affiliates. Employee agrees that all such information is proprietary or confidential, or constitutes trade secrets and is the sole property of Company and/or its affiliates, as the case may be. Employee will keep confidential, and will not reproduce, copy or disclose to any other person or firm, any such information or any documents or information relating to 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 Company or any of its affiliates, nor will Employee 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, during the Employment Term and at all times thereafter Employee will not disclose, or permit or encourage anyone else to disclose, any such information, nor will Employee utilize any such information, either alone or with others, outside the scope of Employee's duties and responsibilities with Company and its affiliates. Notwithstanding anything herein to the contrary, nothing in this Agreement shall (i) prohibit Employee from making reports of possible violations of federal law or regulation to any governmental agency or entity in accordance with the provisions of and rules promulgated under Section 21F of the Securities Exchange Act of 1934 or Section 806 of the Sarbanes-Oxley Act of 2002, or of any other whistleblower protection provisions of state or federal law or regulation, or (ii) require notification or prior approval by Company of any reporting described in clause (i). Employee understands that activities protected by the immediately

preceding sentence may include disclosure of trade secret or confidential information within the limitations permitted by the Defend Trade Secrets Act ("DTSA"). In this regard, Employee acknowledges notification that under the DTSA no individual will be held criminally or civilly liable under Federal or State trade secret law for disclosure of a trade secret (as defined in the Economic Espionage Act) that is: (A) made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney, and made solely for the purpose of reporting or investigating a suspected violation of law; or, (B) made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal so that it is not made public. And, if Employee pursues a lawsuit for retaliation by Company for reporting a suspected violation of the law Employee may disclose the trade secret to Employee's attorney and use the trade secret information in the court proceeding, if Employee files any document containing the trade secret under seal, and does not disclose the trade secret, except as permitted by court order.

13. Non-Competition.

a. During Employment Term. During the Employment Term, Employee will devote such business time, attention and energies reasonably necessary to the diligent and faithful performance of the services to Company and its affiliates. and will not engage in any way whatsoever, directly or indirectly, in any business that is a direct competitor with Company's or its affiliates' principal business, nor solicit customers, suppliers or employees of Company or affiliates on behalf of, or in any other manner work for or assist any business which is a direct competitor with Company's or its affiliates' principal business. In addition, during the Employment Term, Employee will undertake no planning for or organization of any business activity competitive with the work performed as an employee of Company. and Employee will not combine or conspire with any other employee of Company or any other person for the purpose of organizing any such competitive business activity.

b. After Employment Term. The parties acknowledge that Employee will acquire substantial knowledge and information concerning the business of Company and its affiliates as a result of employment. The parties further acknowledge that the scope of business in which Company and its affiliates are engaged as of the Effective Date is national and very competitive and one in which few companies can successfully compete. Competition by Employee in that business after the Employment Term would severely injure Company and its affiliates. Accordingly, for a period of one (1) year after Employee's employment terminates for any reason whatsoever, except as otherwise stated herein below, Employee agrees: (1) not to become an employee, consultant. advisor, principal, partner or substantial shareholder of any firm or business that directly competes with Company or its affiliates in their principal products and markets: and (2), on behalf of any such competitive firm or business, not to solicit any person or business that was at the time of such termination and remains a customer or prospective customer, a supplier or prospective supplier, or an employee of Company or an affiliate. Notwithstanding any of the foregoing provisions to the contrary, Employee shall not be subject to the restrictions set forth in this Subsection (b) if Employee's employment is terminated by Company without Cause or by Employee for Good Reason under paragraph 8(f)(i-v), but shall apply if Employee's employment is terminated by Employee for Good Reason under paragraph 8(f)(vi) or (vii). However, if Employee's employment is terminated by

Employee for Good Reason under any of the events specified in paragraph 8(f)(i-iv) and such event(s) occur within one year of a Change in Control, then Employee shall be subject to the restrictions set forth in this Subsection (b).

14. Return of Company Documents. Upon termination of the Employment Term, Employee shall return immediately to Company all records and documents of or pertaining to Company or its affiliates and shall not make or retain any copy or extract of any such record or document, or any other property of Company or its affiliates.

15. Improvements and Inventions. Any and all improvements or inventions that Employee may make or participate in during the Employment Term, unless wholly unrelated to the business of Company and its affiliates and not produced within the scope of Employee's employment hereunder, shall be the sole and exclusive property of Company. Employee shall, whenever requested by Company. execute and deliver any and all documents that Company deems appropriate in order to apply for and obtain patents or copyrights in improvements or inventions or in order to assign and/or convey to Company the sole and exclusive right, title and interest in and to such improvements, inventions. patents, copyrights or applications.

16. Actions and Survival. The parties agree and acknowledge that the rights conveyed by this Agreement are of a unique and special nature and that Company will not have an adequate remedy at law in the event of a failure by Employee to abide by its terms and conditions, nor will money damages adequately compensate for such injury. Therefore, in the event of a breach of this Agreement by Employee, Company shall have the right. among other rights, to damages sustained thereby and to obtain an injunction or decree of specific performance from a court of competent jurisdiction to restrain or compel Employee to perform as agreed herein. Notwithstanding any termination of this Agreement or Employee's employment. Section 10 shall remain in effect until all obligations and benefits resulting from a termination of Employee's employment during the Term are satisfied. In addition, Sections 11 through 27 shall survive the termination of' this Agreement or Employee's employment and shall remain in effect for the periods specified therein or if no period is specified, until all obligations thereunder have been satisfied. Nothing in this Agreement shall in any way limit or exclude any other right granted by law or equity to Company.

17. Release. Notwithstanding any provision herein to the contrary, Company may require that, prior to payment, distribution or other benefit under Section 10(a)(ii) through (vi) of this Agreement (other than due to Employee's death), Employee shall have executed a complete release of Company and its affiliates and related parties in substantially the form of Attachment 1 to this Agreement, and any waiting periods contained in such release shall have expired. With respect to any release required to receive payments, distributions or other benefits owed pursuant to this Agreement, Company must provide Employee with the form of release no later than seven (7) days after the Date of Termination and the release must be signed by Employee and returned to Company, unchanged, effective and irrevocable, no later than sixty (60) days after the Date of Termination.

18. No Mitigation. Company agrees that, if Employee's employment hereunder is terminated during the Employment Term, Employee is not required to seek other employment or to attempt in any way to reduce any amounts payable to Employee by Company hereunder. Further, the amount of any payment or benefit provided for hereunder shall not be reduced by any compensation earned by Employee as the result of employment by another employer, by retirement benefits or otherwise.

19. Entire Agreement and Amendment. This Agreement embodies the entire agreement and understanding of the parties hereto in respect of the subject matter of this Agreement, and, as of the Effective Date, supersedes and replaces all prior agreements, understandings and commitments with respect to such subject matter including without limitation the Prior Agreement. This Agreement may be amended only by a written document signed by both parties to this Agreement. Immediately prior to the Effective Date, the Executive shall resign as Chief Executive Officer of the Company and all other positions, other than Chairman of the Board and as an employee, as reasonably requested by the Company and shall execute all other documents reasonably requested by the Company to effectuate such resignation. Notwithstanding any provision of this Agreement or the Prior Agreement to the contrary, Employee agrees that Employee shall not initiate a termination due to “Good Reason” upon or in connection with entering into this Agreement or the actions contemplated hereby and that the amounts payable in accordance with Section 10(a)(ii) through (vi) hereof shall be in full satisfaction of any amounts that would be due to Employee for a termination due to “Good Reason.” Except for the immediately preceding two sentences and the provisions of Section 5(d), which shall be effective as of the date hereof, this Agreement shall be effective as of the Effective Date, subject to Employee’s continued employment through such date. For avoidance of doubt, except as provided above with respect “Good Reason,” nothing in this Agreement shall affect Employee’s rights under the Prior Agreement through December 31, 2022, including, but limited to, Employee’s rights to compensation earned or awarded under the Prior Agreement, including, but not limited to, the annual bonus and equity incentive plan awards.

20. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida. excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. Any litigation pertaining to this Agreement shall be exclusively adjudicated in courts located in Duval County, Florida.

21. Successors. This Agreement may not be assigned by Employee. In addition to any obligations imposed by law upon any successor to Company, Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the stock, business and/or assets of Company, to expressly assume and agree to perform this Agreement in the same manner and to the same extent that Company would be required to perform it if no such succession had taken place. Failure of Company to obtain such assumption by a successor shall be a material breach of this Agreement. Employee agrees and consents to any such assumption by a successor of Company, as well as any assignment of this Agreement by Company for that purpose. As used in this Agreement, "Company" shall mean Company as herein before defined as well as any such successor that expressly assumes this Agreement or otherwise becomes bound by all of its terms and provisions by operation oi’ law. This Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors or assigns.

22. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

23. Attorneys' Fees. If any party finds it necessary to employ legal counsel or to bring an action at law or other proceedings against the other party to interpret or enforce any of the terms hereof, the party prevailing in any such action or other proceeding shall be promptly paid by the other party its reasonable legal fees, court costs and litigation expenses, all as determined by the court and not a jury, and such payment shall be made by the non-prevailing party within sixty (60) days of the date the right to the payment amount is so determined; provided, however. that following Employees termination of

employment with the Company. if any party finds it necessary to employ legal counsel or to bring an action at law or other proceedings against the other party to interpret or enforce any of the terms hereof, Company shall pay (on an ongoing basis) to Employee to the fullest extent permitted by law, all legal fees, court costs and litigation expenses reasonably incurred by Employee or others on Employee's behalf (such amounts collectively referred to as the "Reimbursed Amounts"): provided, further, that Employee shall reimburse Company for the Reimbursed Amounts if it is determined that a majority of Employee's claims or defenses were frivolous or without merit. Requests for payment of Reimbursed Amounts, together with all documents required by the Company to substantiate them, must be submitted to Company no later than ninety (90) days after the expense was incurred. The Reimbursed Amounts shall be paid by Company within ninety (90) days after receiving the request and all substantiating documents requested from Employee. The rights under this section shall survive the termination of employment and this Agreement until the expiration of the applicable statute of limitations.

24. Severability. If any section, subsection or provision hereof is found for any reason whatsoever to be invalid or inoperative, that section, subsection or provision shall be deemed severable and shall not affect the force and validity of any other provision of this Agreement. If any covenant herein is determined by a court to be overly broad thereby making the covenant unenforceable, the parties agree and it is their desire that such court shall substitute a reasonable judicially enforceable limitation in place of the offensive part of the covenant and that as so modified the covenant shall be as fully enforceable as if set forth herein by the parties themselves in the modified form. The covenants of Employee in this Agreement shall each be construed as an agreement independent of any other provision in this Agreement, and the existence of any claim or cause of action of Employee against Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by Company of the covenants in this Agreement.

25. Notices. Any notice, request, or instruction to be given hereunder shall be in writing and shall be deemed given when personally delivered or three (3) days after being sent by United States Certified Mail. postage prepaid. with Return Receipt Requested, to the parties at their respective addresses set forth below:

To Company:

Fidelity National Information Services, Inc.
347 Riverside Avenue
Jacksonville, FL 32202 Attention: General Counsel

To Employee:

At the most recent address on file at Company

26. Waiver of Breach. The waiver by any party of any provisions of this Agreement shall not operate or be construed as a waiver of any prior or subsequent breach by the other party.

27. Tax.

a. Withholding. Company or an affiliate may deduct from all compensation and benefits payable under this Agreement any taxes or withholdings Company is required to deduct pursuant to state, federal or local laws.

b. Section 409A. This Agreement and any payment, distribution or other benefit hereunder shall comply with the requirements of Section 409A of the Code, as well as any related regulations or other guidance promulgated by the U.S. Department of the Treasury or the Internal Revenue Service ("Section 409A"), to the extent applicable. Notwithstanding anything to the contrary, to the extent Employee is a "specified employee" under Section 409A, no payment, distribution or other benefit described in this Agreement constituting a distribution of deferred compensation (within the meaning of Treasury Regulation Section 1.409A-1(b)) to be paid during the six-month period following a separation from service (within the meaning of Treasury Regulation Section I.409A-1(h)) will be made during such six-month period. Instead, any such deferred compensation shall be paid on the first business day following the six-month anniversary of the separation from service. In no event may Employee, directly or indirectly, designate the calendar year of a payment and, for the avoidance of doubt, any payment that is conditioned upon the Employee's execution and non-revocation of a release of claims and for which the consideration period spans two taxable years, shall be paid in the later of the two taxable years. Any provision that would cause this Agreement or any payment, distribution or other benefit to fail to satisfy the requirements of Section 409A shall have no force or effect and, to the extent an amendment would be effective for purposes of Section 409A, the parties agree to such amendment as needed to comply with Section 409A and that such amendment shall be retroactive to the extent permitted by Section 409A. Notwithstanding anything to the contrary, for purposes of this Agreement, Employee shall not be deemed to have terminated employment unless and until a separation from service (within the meaning of Treasury Regulation Section 1.409A-1(h)) has occurred. Notwithstanding anything to the contrary, all reimbursements and in-kind benefits provided under this Agreement shall be made or provided in accordance with the requirements of Section 409A, including, where applicable, the requirement that (i) any reimbursement shall be for expenses incurred during the time period specified in this Agreement, (ii) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during a calendar year may not affect the expenses eligible for reimbursement. or in-kind benefits to be provided, in any' other calendar year, (iii) the reimbursement of an eligible expense will be made not later than the last day of the Employee's taxable year following the taxable year in which such expense was incurred, and (iv) the right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit.

c. Excise Taxes. If any payments or benefits paid or provided or to be paid or provided to Employee or for Employee's benefit pursuant to the terms of this Agreement or otherwise in connection with, or arising out of, employment with Company or its subsidiaries or the termination thereof (a "Payment" and, collectively, the "Payments") would be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then Employee may elect for such Payments to be reduced to one dollar less than the amount that would constitute a "parachute payment" under Section 280G of the Code (the "Scaled Back Amount"). Any such election must be in writing and delivered to Company within thirty (30) days after the Date of Termination. If Employee does not elect to have Payments reduced to the Scaled Back Amount, Employee shall be responsible for payment of any Excise Tax resulting from the Payments and Employee shall not be entitled to a gross-up payment under this Agreement or any other for such Excise Tax. If the Payments are to be reduced, they shall be reduced in the following order of priority: (i) first from cash compensation, (ii) next from equity compensation, then (iii) pro-rated among all remaining payments and benefits. To the extent there is a question as to which Payments within any of the foregoing categories are to be reduced first, the Payments that will produce the greatest present value reduction in the Payments with the least reduction in economic value provided to Employee shall be reduced first.

[Remainder of Page Intentionally Left Blank; Signatures on Following Page]

IN WITNESS WHEREOF the parties have executed this Agreement to be effective as of the date first set forth above.

FIDELITY NATIONAL INFORMATION SERVICES, INC.

By: Denise Williams

Its: Chief People Officer

Gary A. Norcross

/s/ Gary A. Norcross

ATTACHMENT 1

GENERAL RELEASE

This General Release (this "Release") is entered into by Gary A. Norcross ("Executive") pursuant to Section 17 of the Amended and Restated Employment Agreement (the "Employment Agreement"), dated as of October 17, 2022, by and between Executive and Fidelity National Information Services, Inc. (the "Company").

1. Executive understands and agrees that Executive's entitlement to benefits set forth in Section 10(a)(ii) through (vi) of the Employment Agreement, is conditioned upon the Executive's agreement to execute, deliver and not revoke this Release. Executive and the Company further agree that the payments and benefits provided to Executive pursuant to such provisions of Section 10(a) of the Employment Agreement constitute good and valuable consideration over and above anything of value to which the Executive is already entitled. Executive understands and agrees that this Release is intended to supplement, not amend, the Employment Agreement.

2. Executive acknowledges and agrees that no other sums, amounts, benefits or privileges, unless set forth in the Employment Agreement, are or will be due or owing to Executive, and expressly waives any rights or claims to additional sums, amounts, benefits or privileges not expressly provided for in the Employment Agreement.

3. Executive, for and on behalf of himself and his heirs, administrators, executors and assigns, hereby irrevocably and unconditionally releases, remises and discharges the Company and its affiliates, subsidiaries and joint ventures, and any of its or their respective shareholders, directors, members, officers, employees, partners, representatives, agents, predecessors, successors, assigns and/or attorneys (hereinafter collectively referred to as the "Company Released Parties"), from and waives any and all claims, demands, damages, lawsuits, obligations, promises, administrative actions, charges, and causes of action, both known and unknown, in law or in equity, of any kind whatsoever, that Executive has or may have against the Company Released Parties; and particularly, without limiting the generality of the foregoing, Executive waives and releases the Company Released Parties from all matters relating to or arising out of the Employment Agreement, his employment with Company, his compensation by the Company (including, except as provided herein, any bonuses, incentives, relocation benefits, paid time off and benefits), and/or his Employment to the position of Executive Chairman and termination of employment, and including, without limitation, any causes of action or claims for wrongful or retaliatory discharge, unlawful employment discrimination or harassment arising under Title VII of the Civil Rights Act of 1964, as amended; the Age Discrimination in Employment Act of 1967, as amended ("ADEA"); the Older Workers Benefit Protection Act; the New York State and City Human Rights Acts, as amended; the Florida Civil Rights Act, as amended; the Civil Rights Act of 1866, as amended; the Civil Rights Act of 1991, as amended; 42 U.S.C. §1981, as amended; the Americans With Disabilities Act of 1990, as amended; the Rehabilitation Act of 1973, as amended; Executive Orders 11246 and 11073; the Employee Retirement Income Security Act of 1974, as amended; the Fair Labor Standards Act of 1938, as amended; the Fair Credit Reporting Act; the Family and Medical Leave Act of 1993; the Genetic Information Nondiscrimination Act of 2008, the Sarbanes-Oxley Act, as amended; the Dodd-Frank Act of 2010, and any other federal, state, local or foreign equal opportunity law, constitutional provision, statute, common law doctrine, public policy, executive order, or municipal ordinance; and any other causes of action or claims based upon any other federal, state, local or foreign laws or municipal ordinances or upon common law affecting or relating to

the claims or rights of employees, including any and all suits in tort (including negligence) or contract (whether oral, written or implied), or any other common law or equitable basis of action which Executive had, now has or may claim to have against the Company Released Parties, or which Executive, his heirs, executors, administrators, successors and assigns hereafter can, shall or may have for any reason against the Company Released Parties. Notwithstanding the above, nothing in this section or this Release shall release the Company Released Parties from: (i) any action for breach of its obligations under this Release or Section 10(a) of the Employment Agreement; (ii) Executive's right to accrued, vested benefits under any employee benefit plan of the Company in which Executive participated (excluding any severance or similar plan or policy), in accordance with the terms thereof; (iii) any claims that cannot be waived by law, including without limitation any claims filed with the U.S. Equal Employment Opportunity Commission (the "EEOC") or the U. S. Department of Labor, or claims under the ADEA that arise after the date of this Release, or that arise after the date on which Executive executes this Release; (iv) any rights or claims under the ADEA that may arise after the date that Executive executes this Release; (v) rights under outstanding stock option, restricted stock or other equity-based awards, (vi) right to indemnification, as provided by, and in accordance with the terms of, applicable law, the Company's by-laws or otherwise; and (vii) Executive's coverage under applicable directors' and officers' liability insurance. **This is intended to be as complete a waiver as possible of all claims against any of the Company Released Parties except as set forth herein. This waiver is effective only as to those claims that may properly be waived in this manner.**

4. Executive understands and agrees that claims or facts in addition to or different from those which are now known or believed by Executive to exist may hereafter be discovered, but it is Executive's intention to fully and forever release, remise and discharge all claims which Executive had, may have had, or now have against the Company Released Parties, whether known or unknown, suspected or unsuspected, asserted or unasserted, contingent or noncontingent, without regard to the subsequent discovery or existence of such additional or different facts. Without limiting the foregoing, by signing this Release, Executive expressly waives and releases any provision of law that purports to limit the scope of a general release. Executive acknowledges and agrees that as of the date Executive executes this Release, Executive has no knowledge of any facts or circumstances that give rise or could give rise to any claims under any of the laws listed in the preceding paragraphs.

5. Executive represents that he has not and does not intend to participate in or file against any of the Company Released Parties any action, cause of action, lawsuit or proceeding regarding, or in any way related to, any of the claims released in Section 3 of this Release and further agrees that this Release may be pleaded as a bar to any such action, cause of action, lawsuit or proceeding. Executive also promises and agrees that if any court assumes jurisdiction over any such action against the Company Released Parties involving or on behalf of Executive, he shall promptly withdraw from and request that such court dismiss any such action. Executive further represents that he will not voluntarily lend his support to or participate in any action, cause of action, claim, investigation, lawsuit or proceeding adverse to or brought against the Company Released Parties by any third party and he will not communicate in any way with the media with respect to any such claim or action (other than to respond that he has "no comment"). Notwithstanding the above representations, the parties acknowledge that Executive has a legal obligation to respond to any lawfully issued subpoena by a court or administrative agency, and as long as the subpoena was not in any way solicited by him as a way to circumvent his obligations hereunder, his offering of truthful testimony under oath in response to such a lawfully issued subpoena will not be considered a violation of this provision. Executive shall refrain from expressing (or causing others to express) to any employee of the Company or any third party (including, without limitation, the media), any derogatory or negative statements or opinions concerning the Company and/or its operations, services, officers or employees. Nothing herein shall prohibit Executive from testifying truthfully under oath in any legal proceeding.

6. Nothing in this Release prohibits or prevents Executive from filing a charge with or participating, testifying, or assisting in any investigation, hearing, or other proceeding before
the EEOC, the National Labor Relations Board or a similar agency enforcing federal, state or local anti-discrimination, anti-harassment, or anti-retaliation laws. However, to the maximum extent permitted by law, Executive agrees that if such an administrative claim is made to such an agency, Executive shall not be entitled to recover any individual monetary relief or other individual remedies. In addition, nothing in this Release, including but not limited to the release of claims nor the confidentiality and non-disparagement clauses, prohibits Executive from: (1) reporting possible violations of federal law or regulations, including any possible securities laws violations, to any governmental agency or entity, including but not limited to the U.S. Department of Justice, the U.S. Securities and Exchange Commission, the U.S. Congress, or any agency Inspector General; (2) making any other disclosures that are protected under the whistleblower provisions of federal law or regulations; or (3) otherwise fully participating in any federal whistleblower programs, including but not limited to any such programs managed by the U.S. Securities and Exchange Commission and/or the Occupational Safety and Health Administration. Moreover, nothing in this Release prohibits or prevents Executive from receiving individual monetary awards or other individual relief by virtue of participating in such federal whistleblower programs.

7. If Executive engages in conduct which violates any provision of this Release the Company shall be entitled to recover its costs and expenses (including attorney's fees) and any losses or damages resulting therefrom from monies paid to Executive under the Employment Agreement.

8. Executive is advised to consult with an attorney prior to executing this Release, and Executive acknowledges that he has had an opportunity to confer with counsel and has been given a period of at least twenty-one (21) days within which to consider this Release. Executive acknowledges that (i) he has read, studied, considered, and deliberated upon this Release, (ii) he has consulted with counsel, and (iii) he fully understands and is in complete agreement with all of the terms of this Release, and (iv) he has signed this Release knowingly and voluntarily.

9. This Release may be revoked by Executive for a period of seven (7) days following his execution of the Release (the "Revocation Period") by notifying [CONTACT] (the "Company Representative"), [TITLE], [ADDRESS], by email ([EMAIL ADDRESS]), by fax ([FAX NUMBER]) or by a recognized national overnight courier service to the address specified above. To be effective, such revocation must be received by the Company Representative no later than 5:00 p.m. Eastern Time on the seventh (7th) calendar day following Executive's execution of this Release. In the event that Executive revokes this Release during the Revocation Period, this Release will be null and void and of no effect, and neither the Company nor any of its affiliates will have any obligations to provide Executive the payments and benefits described in the Employment Agreement.

10. This Release shall be interpreted, construed, and governed by the laws of the State of Florida, regardless of its place of execution or performance, without regard to internal principles relating to conflict of laws. The parties agree that any cause of action arising between the parties regarding this Release shall be brought only in a state or federal court in Jacksonville, Florida.

11. Executive's signature transmitted by facsimile and by electronic mail in PDF format shall be deemed to be the original signature for all purposes.

12. The provisions of this Release will be binding upon Executive's heirs, executors, administrators, legal personal representatives, and assigns. If any provision of this Release is held by any court of competent jurisdiction to be illegal, void, or unenforceable, such provision

will be of no force and effect. The illegality or unenforceability of such provision, however, will have no effect upon and will not impair the enforceability of any other provision of this Release.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Executive hereby executes this General Release by signing below voluntarily and with full knowledge of the significance of all of its provisions.

PLEASE READ CAREFULLY. THIS GENERAL RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

Executed at Jacksonville, Florida this day of _________, 202_.

Gary A. Norcross, individually

EXHIBIT 10.2

EXECUTION COPY

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT (the "Agreement") is entered into as of this 17th day of October 2022 and is effective as of the Effective Date (as defined in Section 19), by and between **FIDELITY NATIONAL INFORMATION SERVICES, INC.,** a Georgia corporation (the "Company"), and **STEPHANIE FERRIS** (the "Employee").

WHEREAS, Employee is party to an Employment Agreement, effective as of September 2, 2021, between the Company and the Employee (the “Prior Agreement”);

WHEREAS, pursuant to the Prior Agreement, Employee has been serving as President of Company;

WHEREAS, Company and Employee wish that Employee shall assume the role of Chief Executive Officer, effective as of January 1, 2023 (the “Effective Date”) and wish to modify Employee’s compensation and terms to be consistent with that of Chief Executive Officer of the Company;

WHEREAS, Company and Employee wish to memorialize their understanding with respect to the foregoing.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. Purpose. The purpose of this Agreement is to memorialize Employee's promotion to Chief Executive Officer of the Company effective as of the Effective Date, and to provide a single, integrated document which shall provide the basis for Employee's continued employment by Company commencing on the Effective Date.

2. Employment and Duties. Subject to the terms and conditions of this Agreement, effective as of the Effective Date, Company employs Employee to serve as President and Chief Executive Officer, with duties, responsibilities and authorities commensurate with such positions as determined reasonably and in good faith by the Company's Board of Directors (the “Board”), and in such other capacities as may be mutually agreed by the parties. On October 18, 2022, Employee shall be appointed as a member of the Board and shall be nominated for re-election at the 2023 annual shareholders’ meeting and thereafter while serving as Chief Executive Officer. Employee shall report solely and directly to the Board (and not to any particular director). Employee accepts such employment and agrees to undertake and discharge the duties, functions and responsibilities commensurate with the aforesaid position. Employee shall devote substantially all business time, attention and effort to the performance of duties hereunder and shall not engage in any business, profession or occupation, for compensation or otherwise without the express written consent of the Company, other than personal, personal investment, charitable, educational or civic activities or other matters that do not conflict unreasonably with Employee's duties. Employee may serve on the boards of other companies that do not create conflicts of interest with the Company, conflict with the Company’s Corporate Governance Guidelines or impact the ability of Employee to fulfill her duties

hereunder subject to the approval of the Board. Employee shall be principally based at the Company's headquarters in Jacksonville, Florida throughout the Employment Term.

3. Term. The term of this Agreement shall commence on the Effective Date and shall continue for a period of three (3) years ending on the third anniversary of the Effective Date or, if later, ending on the last day of any extension made pursuant to the next sentence, subject to prior termination as set forth in Section 9 (such term, including any extensions pursuant to the next sentence, the "Employment Term"). The Employment Term shall be extended automatically for one (1) additional year on the second anniversary of the Effective Date and for an additional year on each anniversary thereafter unless and until either party gives written notice to the other not to extend the Employment Term before such extension would be effectuated.

4. Base Salary. During the Employment Term, Company shall pay Employee an annual base salary, before deducting all applicable withholdings, of $1,000,000 per year, payable at the time and in the manner dictated by Company's standard payroll policies. Such minimum annual base salary shall be periodically reviewed (at least annually) and may be increased (but not decreased without Employee's express written consent except in the case of a salary decrease for all executive officers of the Company at the discretion of the Company and with such decrease(s) being no greater than at the same percentage level as for all other executive officers) (such annual base salary, including any variations, the "Annual Base Salary").

5. Other Compensation and Fringe Benefits. In addition to any executive bonus, pension, deferred compensation and long-term incentive plans which Company or an affiliate of Company may from time to time make available to Employee, Employee shall be entitled to the following during the Employment Term:

(a) Employee shall be paid Employee’s 2022 annual incentive bonus pursuant to the terms of the Prior Agreement. Commencing in calendar year 2023, Employee will be eligible to receive an annual incentive bonus opportunity under Company's annual officer incentive plan for each calendar year included in the Employment Term, with such opportunity to be earned based upon attainment of performance objectives established by the Company with input from Employee for Employee and for other senior leadership ("Annual Bonus"). Employee's target Annual Bonus shall be no less than 200% of Employee's then current Annual Base Salary, with a maximum of up to 2 times target (collectively, the target and maximum Annual Bonus are referred to as the "Annual Bonus Opportunity"). Employee's Annual Bonus Opportunity may be periodically reviewed and increased by the Company, but may not be decreased without Employee's express written consent. Employee's Annual Bonus is subject to the Company's clawback policy, pursuant to which the Company may recoup all or a portion of any bonus paid if, after payment, there is a finding of fraud, a restatement of financial results, or errors or omissions discovered that call into question the business results on which the bonus was based. If owed pursuant to the terms of the plan, the Annual Bonus shall be paid no later than the March 15th first following the calendar year to which the Annual Bonus relates.

(b) Pursuant to the terms of Fidelity National Information Services, Inc. 2022 Omnibus Incentive Plan (the "Omnibus Plan"), no later than the date on which equity grants are made to all other executives for 2023, the Company shall provide Employee with an equity grant with a target grant date fair value of not less than approximately $12,000,000 and with the number of shares subject to the grant determined pursuant to the Company's standard methodology. The grant will be 65% performance-based and 35% time-based with the form of grant determined by the Board in consultation with the Executive. For annual grants, if made to executive officers of the Company in the ordinary course of business, beginning in 2024 and during the Employment Term, subject to the approval by the Compensation Committee of the Board (the "Compensation Committee"), the Company shall provide Employee with an annual equity grant with a target grant date value of not less than approximately $12,000,000 at the time such grants are made to other executive officers of the Company.

(c) Employee shall participate in all other health and welfare benefits, retirement savings plans provided to executives generally and pursuant to the applicable plan provisions.

(d) Employee shall receive perquisites as determined by the Board. Without limiting the generality of the foregoing, Employee agrees that Employee was provided with relocation assistance in accordance with Exhibit A of the Prior Agreement. If Employee voluntarily terminates her employment other than for Good Reason or is, terminated by the Company for Cause (each as defined in Section 9), she shall repay the Applicable Percentage (as defined below) of all payments, allowances and reimbursements made under Exhibit A of the Prior Agreement. On or after the Effective Date through March 31, 2023, the Applicable Percentage shall be 100; on or after April 1, 2023 through June 30, 2023, the Applicable Percentage shall be 75; on or after July 1, 2023 through September 30, 2023, the Applicable Percentage shall be 50; on or after October 1, 2023 through December 31, 2023, the Applicable Percentage shall be 25; and on or after January 1, 2024, the Applicable Percentage shall be 0.

6. Compensation Policies. Company has adopted certain compensation related policies and stock ownership guidelines that apply to Employee. Employee acknowledges that, as a corporate officer, she is required to maintain an ownership level in Company stock of at least five (5) times her annual base salary with such ownership requirement to be increased to at least ten (10) times her annual base salary, effective December 31, 2026. Following the vesting of any restricted shares granted to her, Employee must hold 50% of those shares for at least six (6) months for as long as Employee is employed by the Company until such time as Employee has satisfied the stock ownership guidelines set forth in this Section. Employee acknowledges and agrees that the stock ownership policy is subject to change by the Compensation Committee of the Board; provided, that, Employee shall not be subject to an increased ownership policy without reasonable notice. Employee further represents that she has read and understands the Company's policies regarding insider trading and prohibiting the hedging and pledging of Company stock.

7. Vacation. For and during each calendar year within the Employment Term, Employee shall be entitled to paid vacation (minimum of five weeks per 12-month period during the Employment Term) plus recognized Company holidays, in accordance with Company policy.

8. Expense Reimbursement. In addition to the compensation and benefits provided herein, Company shall, upon receipt of appropriate documentation, reimburse Employee each month for reasonable travel, lodging, entertainment, promotion and other ordinary and necessary business expenses incurred during the Employment Term to the extent such reimbursement is permitted under Company's expense reimbursement policy and subject to the final sentence of Section 26(b). The Company shall promptly reimburse Employee, or pay directly, for her attorney's fees incurred in connection with this Agreement, upon receipt of appropriate documentation and subject to the final sentence of Section 26(b), provided that the amount of such reimbursement shall not exceed $25,000.00 and such reimbursement shall be made within 60 days following receipt of an invoice from Employee's counsel evidencing the fees incurred, but in no event later than March 15, 2023.

9. Termination of Employment. Company or Employee may terminate Employee's employment at any time and for any reason, subject to and in accordance with Subsection (a) below. The Employment

Term shall be deemed to have ended on the last day of Employee's employment. The Employment Term shall terminate automatically upon Employee's death.

(a) Notice of Termination. Any purported termination of Employee's employment (other than by reason of death) shall be communicated by written Notice of Termination (as defined herein) from one party to the other in accordance with the notice provisions contained in this Agreement. For purposes of this Agreement, a "Notice of Termination" shall mean a notice that indicates the "Date of Termination" and, with respect to a termination due to "Cause", "Disability" or "Good Reason", sets forth in reasonable detail the facts and circumstances that are alleged to provide a basis for such termination. A Notice of Termination from Company shall specify whether the termination is with or without Cause or due to Employee's Disability. A Notice of Termination from Employee shall specify whether the termination is with or without Good Reason.

(b) Date of Termination. For purposes of this Agreement, "Date of Termination" shall mean the date specified in the Notice of Termination (but in no event shall such date be earlier than the thirtieth (30^{th}) day following the date the Notice of Termination is given) or the date of Employee's death. If the Company disagrees with an Employee's designated Date of Termination, the Company shall have the right to set an alternative earlier final Date of Termination, which, in and of itself, shall not change the characterization of the termination (e.g., from an Employee Termination Without Good Reason to a Company Termination Without Cause).

(c) No Waiver. The failure to set forth any fact or circumstance in a Notice of Termination, which fact or circumstance was not known to the party giving the Notice of Termination when the notice was given, shall not constitute a waiver of the right to assert such fact or circumstance in an attempt to enforce any right under or provision of this Agreement.

(d) Cause. For purposes of this Agreement, a termination for "Cause" means a termination by Company based upon Employee's: (i) persistent knowing failure to perform duties consistent with a commercially reasonable standard of care (other than due to a physical or mental impairment or due to an action or inaction directed by Company that would otherwise constitute Good Reason); (ii) willful neglect of duties (other than due to a physical or mental impairment or due to an action or inaction directed by Company that would otherwise constitute Good Reason); (iii) conviction of, or pleading nolo contendere to, criminal activities involving dishonesty or moral turpitude; (iv) material breach of this Agreement; (v) material breach of the Company's business policies, accounting practices or standards of ethics; or (vi) intentional failure to materially cooperate with or impeding an investigation authorized by the Board; provided, however, that no such event described in subsections (i), (ii), (iv), (v), or (vi) above shall constitute Cause unless: (1) Employer gives Notice of Termination to Employee specifying the condition or event relied upon for such termination within ninety (90) days of the initial existence of such event and (2) Employee fails to cure the condition or event constituting Cause within thirty (30) days following receipt of Employer's Notice of Termination.

(e) Disability. For purposes of this Agreement, a termination based upon "Disability" means a termination by Company based upon Employee's entitlement to long-term disability benefits under Company's long-term disability plan or policy, as the case may be, as in effect on the Date of Termination.

(f) Good Reason. For purposes of this Agreement, a termination for "Good Reason" means a termination by Employee based upon the occurrence (without Employee's express written consent) of any of the following:

(i) a material diminution in Employee's Annual Base Salary (except as provided hereinabove) or Annual Bonus Opportunity;

(ii) a material reduction in Employee's duties, responsibilities, authority or reporting lines (it being agreed that (i) any requirement by the Company that Employee report to anyone other than the Board, (ii) Employee ceasing to be Chief Executive Officer of a public company or (iii) the Company not renominating Employee to the Board will be deemed such a material reduction), provided that in no event will removal of the President title from Employee constitute Good Reason under clauses (ii) or (iv);

(iii) a relocation of Employee’s principal place of employment outside of the Jacksonville, FL metropolitan area;

(iv) a material breach by Company of any of its obligations under this Agreement;

(v) any person other than Gary Norcross becomes Executive Chairman of the Company; or

(vi) if Employee receives notice of intent not to renew this Agreement within two years following a Change of Control (as defined in the Omnibus Plan then in effect).

Notwithstanding the foregoing, Employee being placed on a paid leave for up to sixty (60) days pending a determination of whether there is a basis to terminate Employee for Cause shall not constitute Good Reason. Employee's continued employment shall not constitute consent to, or a waiver of rights with respect to, any act or failure to act constituting Good Reason hereunder; provided, however, that no such event described above shall constitute Good Reason unless: (1) Employee gives Notice of Termination to Company specifying the condition or event relied upon for such termination within ninety (90) days of the initial existence of such event and (2) Company fails to cure the condition or event constituting Good Reason within thirty (30) days following receipt of Employee's Notice of Termination.

10. Obligations of Company Upon Termination.

(a) Termination by Company for a Reason Other than Cause, Death or Disability, or Termination by Employee with Good Reason. If Employee's employment is terminated during the Employment Term by: (1) Company for any reason other than Cause, Death or Disability; or (2) Employee with Good Reason- both of which will be considered involuntary terminations.

(i) Company shall pay Employee the following (collectively, the "Accrued Obligations"): (A) within five (5) business days after the Date of Termination, any earned but unpaid Annual Base Salary, and accrued unused vacation time per Company policy and applicable law; (B) within a reasonable time following submission of all applicable documentation, any expense reimbursement payments owed to Employee for expenses incurred prior to the Date of Termination; (C) any accrued but unused vacation pay; and (D) no later than March 15th of the year in which the Date of Termination occurs, any earned but unpaid Annual Bonus payments relating to the prior calendar year (with subjective goals, if any, being treated as achieved at no less than target).

(ii) Company shall pay Employee no later than March 15th of the calendar year following the year in which the Date of Termination occurs, a prorated Annual Bonus based upon the actual Annual Bonus that would have been earned by Employee for the year in which the Date of Termination occurs (with subjective goals, if any, being treated as achieved at no less than target), ignoring any requirement under the Annual Bonus Plan that Employee must be employed on the payment date (using Employee's Annual Bonus Opportunity for the prior year if no Annual Bonus Opportunity has been approved for the year in which the Date of Termination occurs), multiplied by the percentage of the calendar year completed before the Date of Termination;

(iii) Subject to Section 26(b) hereof, the Company shall pay Employee as soon as practicable, but not later than the sixty-fifth (65th) day after the Date of Termination, a lump-sum payment equal to 200% of the sum of: (A) Employee's Annual Base Salary in effect immediately prior to the Date of Termination (disregarding any reduction in Annual Base Salary to which Employee did not expressly consent in writing or any other reduction within six months prior to the Date of Termination); and (B) the target Annual Bonus (disregarding any reduction in Annual Bonus target to which Employee did not expressly consent in writing or any other reduction within six months prior to the Date of Termination) in which the Date of Termination occurs; provided that in the event that a termination without Cause or resignation for Good Reason occurs upon or during the 90-day period preceding or the two-year period following a Change of Control (any such termination a "COC Termination"), such lump-sum payment shall equal 300% of such sum (and not 200%), with the differential in payment for the termination pursuant to this sentence within 90-days prior to a Change of Control, paid no later than the sixty-fifth (65th) day following such Change of Control;

(iv) Subject to Section 26(b) hereof, (A) solely with respect to grants made prior to the end of calendar year 2025, all stock option, restricted stock, performance units and other equity-based incentive awards granted by Company that were outstanding but not vested as of the Date of Termination shall become vested and/or payable on the dates specified in the applicable grant agreements, as the case may be, unless the equity incentive awards are based upon satisfaction of performance criteria; in which case, they will only vest and be distributed based upon the satisfaction of such performance criteria on the dates designated in the applicable grant agreement and (B) with respect to grants made after calendar year 2025, all stock option, restricted stock, performance units and other equity-based incentive awards granted by Company that were outstanding but not vested as of the Date of Termination shall become vested and/or payable solely to the extent provided in the applicable award agreements governing such awards, which shall be no less favorable than those provided to executives of the Company generally, provided that, notwithstanding the foregoing, in the event of a COC Termination, all stock option, restricted stock, performance units and other equity-based incentive awards granted by Company that were outstanding but not vested as of the Date of Termination shall become immediately and fully vested as of the later of the Date of Termination or the date of the Change of Control (and in the case of performance stock units for which the performance period has not yet completed vesting shall be at not less than 100% of target) and, to the extent such Change of Control is a "change of control event" within the meaning of Section 409A of the Code or as otherwise permitted by Section 409A of the Code, all such awards shall be settled within five days after such vesting, and

(v) As long as Employee pays the full monthly premiums for COBRA coverage, Company shall provide Employee and, as applicable, Employee's eligible dependents with continued medical and dental coverage, on the same basis as provided to Company's active executives and their dependents until the earlier of: (i) 18 months after the Date of Termination (or such later date that Employee remains eligible for COBRA or similar coverage pursuant to applicable state law); or (ii) the date Employee is first eligible for medical and dental coverage (without pre-existing condition limitations) with a subsequent employer. In addition, as soon as practicable, but not later than the sixty-fifth (65th) day after the Date of Termination, Company shall pay Employee a lump sum cash payment equal to twenty-four monthly medical and dental COBRA premiums based on the level of coverage in effect for the Employee (e.g., employee only or family coverage) on the Date of Termination.

(b) Termination by Company for Cause and by Employee without Good Reason. If Employee's employment is terminated during the Employment Term by Company for Cause or by Employee without Good Reason, Company's only obligation under this Agreement shall be payment of any Accrued Obligations.

(c) Termination due to Death or Disability. If Employee's employment is terminated prior to September 2, 2023 due to death or disability, Employee shall be entitled to those post termination payments and benefits set forth in Section 10(a)(ii) above and vesting and payment of all equity based incentive awards as provided in Section 10(a)(iv). For the remainder of Employee's employment after September 2, 2023, if Employee's employment is then terminated during the Employment Term due to death or Disability, Company shall pay Employee (or to Employee's estate or personal representative in the case of death), as soon as practicable, but not later than the sixty-fifth (65th) day after the Date of Termination: (i) any Accrued Obligations; plus (ii) a prorated Annual Bonus based upon the target Annual Bonus Opportunity in the year in which the Date of Termination occurred (or the prior year if no target Annual Bonus Opportunity has yet been determined) multiplied by the percentage of the calendar year completed before the Date of Termination; plus (iii) in the case of termination due to Disability, the unpaid portion of the Annual Base Salary that would have been paid through the remainder of the Employment Term but for the termination due to Disability; plus (iv) vesting and/or payment of all equity-based incentive awards to the extent provided in Section 10(a)(iv) as if the Employee’s employment were terminated by the Company without Cause; provided that the amount of Annual Base Salary due Employee following a termination for Disability shall be reduced by the benefit due for the remainder of the Employment Term under any Company sponsored disability plan covering the Employee.

(d) Termination following Notice of Non-Renewal. If Employee receives a notice from the Company pursuant to Section 3 hereof of its intention not to extend the Employment Term beyond the initial three-year term (or any extended Employment Term following the initial three-year term), Employee may elect to terminate her employment at any time following the four-month anniversary of the date of such notice or such earlier date as mutually agreed in writing by the Company and Employee. Upon such termination, Employee shall receive the same benefits as described in Section 10(a) on the terms and conditions set forth therein as if such termination were a termination by the Company without Cause.

(e) Deemed Resignation/Execution of Documents. Upon termination of Employee’s employment for any reason, except as otherwise requested by the Board, Employee shall be deemed to have resigned from all offices and directorships, if any, then held with the Company and its affiliates and Employee agrees to execute all documents reasonably requested by the Board to effectuate such resignation.

11. Non-Delegation of Employee's Rights. The obligations, rights and benefits of Employee hereunder are personal and may not be delegated, assigned or transferred in any manner whatsoever, nor are such obligations, rights or benefits subject to involuntary alienation, assignment or transfer.

12. Confidential Information. Employee will occupy a position of trust and confidence and will have access to and learn substantial information about Company and its affiliates 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 Company and its affiliates. Employee agrees that all such information is proprietary or confidential, or constitutes trade secrets and is the sole property of Company and/or its affiliates, as the case may be. Employee will keep confidential and, outside the scope of Employee's duties and responsibilities with Company and its affiliates, will not reproduce, copy or disclose to any other person or firm, any such information or any documents or information relating to 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 Company or any of its affiliates, nor will Employee 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, during the Employment Term and at all times thereafter Employee will not disclose, or permit or encourage anyone else to disclose, any such information, nor will Employee utilize any such information, either alone or with others, outside the scope of Employee's duties and responsibilities with Company and its affiliates, except to the extent that such information is or thereafter becomes lawfully available from public sources or is known within Company's industry (other than due to disclosure by the Employee), or such disclosure is authorized in writing by the Company, required by law, court order or subpoena or any competent administrative agency or judicial authority. Notwithstanding anything herein to the contrary, nothing in this Agreement shall (i) prohibit Employee from making reports of possible violations of federal law or regulation to any governmental agency or entity in accordance with the provisions of and rules promulgated under Section 21F of the Securities Exchange Act of 1934 or Section 806 of the Sarbanes-Oxley Act of 2002, or of any other whistleblower protection provisions of state or federal law or regulation, or (ii) require notification or prior approval by Company of any reporting described in clause (i). Employee understands that activities protected by the immediately preceding sentence may include disclosure of trade secret or confidential information within the limitations permitted by the Defend Trade Secrets Act ("DTSA"). In this regard, Employee acknowledges notification that under the DTSA no individual will be held criminally or civilly liable under Federal or State trade secret law for disclosure of a trade secret (as defined in the Economic Espionage Act) that is: (A) made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney, and made solely for the purpose of reporting or investigating a suspected violation of law; or, (B) made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal so that it is not made public. And, if Employee pursues a lawsuit for retaliation by Company for reporting a suspected violation of the law Employee may disclose the trade secret to Employee's attorney and use the trade secret information in the court proceeding, if Employee files any document containing the trade secret under seal, and does not disclose the trade secret, except as permitted by court order.

13. Non-Competition.

(a) During Employment Term. During the Employment Term, Employee will devote such business time, attention and energies reasonably necessary to the diligent and faithful performance of the services to Company and its affiliates, and will not engage in any way whatsoever, directly or indirectly, in any business that is a direct competitor with Company's or its affiliates' principal business, nor solicit customers, suppliers or employees of Company or affiliates on behalf of, or in any other manner work for or assist any business which is a direct competitor with Company's or its affiliates' principal business. In addition, during the Employment Term, Employee will undertake no planning for or organization of any business activity competitive with the work performed as an employee of Company, and Employee will not combine or conspire with any other employee of Company or any other person for the purpose of organizing any such competitive business activity.

(b) After Employment Term. The parties acknowledge that Employee will acquire substantial knowledge and information concerning the business of Company and its affiliates as a result of employment. The parties further acknowledge that the scope of business in which Company and its affiliates are engaged as of the Effective Date is international and very competitive. Competition by Employee in that business after the Employment Term would severely injure Company and its affiliates. Accordingly, for a period of one (1) year after Employee's employment terminates for any reason whatsoever, Employee agrees not to, directly or indirectly: (1) become an employee, consultant, advisor, principal, partner or substantial shareholder of any firm or business that directly competes with Company or its affiliates in their principal products and markets; and (2), on behalf of any such competitive firm or business, not to solicit any person or business that was at the time of such termination and remains a customer or prospective customer, a supplier or prospective supplier, or to solicit, hire or engage an employee or contractor, of Company or an affiliate.

14. Return of Company Documents. Upon termination of the Employment Term, Employee shall return immediately to Company all records and documents of or pertaining to Company or its affiliates and shall not make or retain any copy or extract of any such record or document, or any other property of Company or its affiliates. For the avoidance of doubt, Employee may make an electronic copy and retain her personal contacts and correspondence and any information necessary for her to file his personal tax returns.

15. Improvements and Inventions. Any and all improvements or inventions that Employee may make or participate in during the Employment Term, unless wholly unrelated to the business of Company and its affiliates and not produced within the scope of Employee's employment hereunder, shall be the sole and exclusive property of Company. Employee shall, whenever requested by Company, execute and deliver any and all documents that Company deems appropriate in order to apply for and obtain patents or copyrights in improvements or inventions or in order to assign and/or convey to Company the sole and exclusive right, title and interest in and to such improvements, inventions, patents, copyrights or applications, in each case, at the Company’s sole expense.

16. Actions and Survival. The parties agree and acknowledge that the rights conveyed by this Agreement are of a unique and special nature and that Company will not have an adequate remedy at law in the event of a failure by Employee to abide by its terms and conditions, nor will money damages adequately compensate for such injury. Therefore, in the event of a breach of this Agreement by Employee, Company shall have the right, among other rights, to damages sustained thereby and to seek an injunction or decree of specific performance from a court of competent jurisdiction to restrain or compel Employee to perform as agreed herein. Notwithstanding any termination of this Agreement or Employee's employment, Section 10 shall remain in effect until all obligations and benefits resulting from a termination of Employee's employment during the Employment Term are satisfied. In addition, Sections 11 through 26 shall survive the termination of this Agreement or Employee's employment and shall remain in effect for the periods specified therein or, if no period is specified, until all obligations thereunder have been satisfied. Nothing in this Agreement shall in any way limit or exclude any other right granted by law or equity to Company.

17. Release. Notwithstanding any provision herein to the contrary, Company may require that, prior to payment, distribution or other benefit under this Agreement (other than due to Employee's death), Employee shall have executed a complete release of Company and its affiliates and related parties in substantially the form as attached hereto, with any updates for changes in applicable law, and any waiting periods contained in such release shall have expired. With respect to any release required to receive payments, distributions or other benefits owed pursuant to this Agreement, Company must provide Employee with the form of release no later than seven (7) days after the Date of Termination and the

release must be signed by Employee and returned to Company, unchanged, effective and irrevocable, no later than sixty (60) days after the Date of Termination.

18. No Mitigation. Company agrees that, if Employee's employment hereunder is terminated during the Employment Term, Employee is not required to seek other employment or to attempt in any way to reduce any amounts payable to Employee by Company hereunder. Further, the amount of any payment or benefit provided for hereunder shall not be reduced by any compensation earned by Employee as the result of employment by another employer, by retirement benefits or otherwise.

19. Entire Agreement and Amendment. This Agreement embodies the entire agreement and understanding of the parties hereto in respect of the subject matter of this Agreement and, effective as of January 1, 2023 (the "Effective Date"), shall supersede all other agreements between the parties with respect to the subject matter hereof, including without limitation, the Prior Agreement, except (i) insofar as the equity grant agreements issued to Employee by the Company, including the restrictive covenants therein, shall continue in full force and effect in accordance with their terms, (ii) notwithstanding any provision of this Agreement to the contrary, the second sentence of Section 2 shall be effective as of the date set forth therein, and (iii) notwithstanding any provision of this Agreement to the contrary, effective as of the date hereof, Employee agrees that, if Employee terminates employment for any reason prior to the Effective Date, except as otherwise requested by the Board, Employee shall be deemed to have resigned from all offices and directorships, if any, then held with the Company and its affiliates and Employee agrees to execute all documents reasonably requested by the Board to effectuate such resignation. This Agreement may be amended only by a written document signed by both parties to this Agreement. Notwithstanding the above, nothing herein shall adversely affect the rights and obligations of either party under Employee's separation agreement with the Company relating to her prior separation from the Company on or about September 2, 2020 or under any equity or other agreements referenced in such separation agreement.

20. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. Any litigation pertaining to this Agreement shall be adjudicated in courts located in Duval County, Florida.

21. Successors. This Agreement may not be assigned by Employee. In addition to any obligations imposed by law upon any successor to Company, Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the stock, business and/or assets of Company, to expressly assume and agree to perform this Agreement in the same manner and to the same extent that Company would be required to perform it if no such succession had taken place. Failure of Company to obtain such assumption by a successor shall be a material breach of this Agreement. Employee agrees and consents to any such assumption by a successor of Company, as well as any assignment of this Agreement by Company for that purpose. As used in this Agreement, "Company" shall mean Company as herein before defined as well as any such successor that expressly assumes this Agreement or otherwise becomes bound by all of its terms and provisions by operation of law. This Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors or assigns.

22. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

23. Severability. If any section, subsection or provision hereof is found for any reason whatsoever to be invalid or inoperative, that section, subsection or provision shall be deemed severable and shall not affect the force and validity of any other provision of this Agreement. If any covenant herein is determined

by a court to be overly broad thereby making the covenant unenforceable, the parties agree and it is their desire that such court shall substitute a reasonable judicially enforceable limitation in place of the offensive part of the covenant and that as so modified the covenant shall be as fully enforceable as if set forth herein by the parties themselves in the modified form. The covenants of Employee in this Agreement shall each be construed as an agreement independent of any other provision in this Agreement, and the existence of any claim or cause of action of Employee against Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by Company of the covenants in this Agreement.

24. Notices. Any notice, request, or instruction to be given hereunder shall be in writing and shall be deemed given when personally delivered or three (3) days after being sent by United States Certified Mail, postage prepaid, with Return Receipt Requested, to the parties at their respective addresses set forth below:

To Company:

Fidelity National Information Services, Inc. 347 Riverside Avenue
Jacksonville, FL 32202 Attention: Chief Legal Officer

To Employee:

Stephanie Ferris
[at address last provided by Employee in Workday]

25. Waiver of Breach. The waiver by any party of any provisions of this Agreement shall not operate or be construed as a waiver of any prior or subsequent breach by the other party.

26. Tax.

(a) Withholding. Company or an affiliate may deduct from all compensation and benefits payable under this Agreement any taxes or withholdings Company is required to deduct pursuant to state, federal or local laws.

(b) Section 409A. This Agreement and any payment, distribution or other benefit hereunder shall comply with the requirements of Section 409A of the Code, as well as any related regulations or other guidance promulgated by the U.S. Department of the Treasury or the Internal Revenue Service ("Section 409A"), to the extent applicable. Each payment in a series of payments under this Agreement will be deemed a separate payment for purposes of Section 409A. To the extent Employee is a "specified employee" under Section 409A, no payment, distribution or other benefit described in this Agreement constituting a distribution of deferred compensation (within the meaning of Treasury Regulation Section l.409A-l(b)) to be paid during the six-month period following a separation from service (within the meaning of Treasury Regulation Section l.409A-l(h)) will be made during such six-month period. Instead, any such deferred compensation shall be paid on the first business day following the six-month anniversary of the separation from service or as soon as practicable following Employee's death. In no event may Employee, directly or indirectly, designate the calendar year of a payment and, for the avoidance of doubt, any payment that is conditioned upon the Employee’s execution and non-revocation of a release of claims and for which the consideration period spans two taxable years, shall be paid in the later of the two taxable years. Any provision that would cause this Agreement or a payment, distribution or other benefit hereunder to fail to satisfy the requirements of Section 409A shall have no force or effect and, to the extent an amendment would be effective for purposes of Section 409A, the parties agree that this Agreement shall be amended to comply with Section 409A. Such amendment shall be retroactive to the extent permitted by Section 409A. For purposes of this Agreement, Employee shall not be deemed to have terminated employment unless and until a separation from service (within the meaning of Treasury Regulation Section l.409A-l(h)) has occurred. All reimbursements and in-kind benefits provided under this Agreement shall be made or provided in accordance with the requirements of Section 409A, including, where applicable, the requirement that (i) any reimbursement shall be for expenses incurred during the time period specified in this Agreement, (ii) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during a calendar year may not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other calendar year, (iii) the reimbursement of an eligible expense will be made not later than the last day of the Employee's taxable year following the taxable year in which such expense was incurred, and (iv) the right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit.

(c) Excise Taxes. If any payments or benefits paid or provided or to be paid or provided to Employee or for Employee's benefit pursuant to the terms of this Agreement or otherwise in connection with, or arising out of, employment with Company or its subsidiaries or the termination thereof (a "Payment" and, collectively, the "Payments") would be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then Employee may elect for such Payments to be reduced to one dollar less than the amount that would constitute a "parachute payment" under Section 280G of the Code (the "Scaled Back Amount").Any such election must be in writing and delivered to Company within thirty (30) days after the Date of Termination. If Employee does not elect to have Payments reduced to the Scaled Back Amount, Employee shall be responsible for payment of any Excise Tax resulting from the Payments and Employee shall not be entitled to a gross-up payment under this Agreement or any other for such Excise Tax. If the Payments are to be reduced, the reduction shall be implemented in the following order of priority shall be followed in a manner that complies with Section 409A: (i) first from cash compensation, (ii) next from equity compensation that is not subject to 409A, followed by equity compensation that is subject to Section 409A, then (iii) pro-rated among all remaining payments and benefits. To the extent there is a question as to which Payments within any of the foregoing categories are to be reduced first, the Payments that will produce the greatest present value reduction in the Payments with the least reduction in economic value provided to Employee shall be reduced first. Unless the Executive and Company otherwise agree in writing, any determination required under this section shall be made in writing by Golden Parachute Tax Solutions LLC and, if they are unavailable or otherwise unable to serve, by such other accounting firm that is nationally recognized as expert in Section 280G of the Code and is selected by the Company prior to a Change of Control and not providing services to the person effectuating such Change of Control, subject to the approval of the Employee (the “Accountants”), whose determination shall be conclusive and binding upon Executive and Company for all purposes, absent manifest error. For purposes of making the calculations required by this section, the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. Without limiting the generality of the foregoing, any determination by the Accountants under this Section 26(c) will take into account the value of any reasonable compensation for services to be rendered by Executive (or for holding oneself out as available to perform services and refraining from performing services (such as under a covenant not to compete)). The Accountants shall provide detailed supporting calculations to Company and Executive as requested by Company or Executive. Executive and Company shall furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make a determination under this section. Company shall bear all costs the Accountants may incur in connection with any calculations contemplated by this section as well as any costs incurred by Executive with the Accountants for tax planning under Sections 280G and 4999 of the Code.

[Remainder of Page Intentionally Left Blank; Signatures on Following Page]

IN WITNESS WHEREOF the parties have executed this Agreement to be effective as of the date first set forth above.

FIDELITY NATIONAL INFORMATION SERVICES, INC.

By: Denise Williams

Its: Chief People Officer

Stephanie Ferris

/s/ Stephanie Ferris

ATTACHMENT 1

GENERAL RELEASE

This General Release (this "Release") is entered into by Stephanie Ferris ("Executive") pursuant to Section 17 of the Amended and Restated Employment Agreement (the "Employment Agreement"), dated as of October 17, 2022, by and between Executive and Fidelity National Information Services, Inc. (the "Company").

1. Executive understands and agrees that Executive's entitlement to benefits set forth in Section 10(a) of the Employment Agreement, is conditioned upon the Executive's agreement to execute, deliver and not revoke this Release. Executive and the Company further agree that the payments and benefits provided to Executive pursuant to such provisions of Section 10(a) of the Employment Agreement constitute good and valuable consideration over and above anything of value to which the Executive is already entitled. Executive understands and agrees that this Release is intended to supplement, not amend, the Employment Agreement.

2. Executive acknowledges and agrees that no other sums, amounts, benefits or privileges, unless set forth in the Employment Agreement, are or will be due or owing to Executive, and expressly waives any rights or claims to additional sums, amounts, benefits or privileges not expressly provided for in the Employment Agreement.

3. Executive, for and on behalf of herself and her heirs, administrators, executors and assigns, hereby irrevocably and unconditionally releases, remises and discharges the Company and its affiliates, subsidiaries and joint ventures, and any of its or their respective shareholders, directors, members, officers, employees, partners, representatives, agents, predecessors, successors, assigns and/or attorneys (hereinafter collectively referred to as the "Company Released Parties"), from and waives any and all claims, demands, damages, lawsuits, obligations, promises, administrative actions, charges, and causes of action, both known and unknown, in law or in equity, of any kind whatsoever, that Executive has or may have against the Company Released Parties; and particularly, without limiting the generality of the foregoing, Executive waives and releases the Company Released Parties from all matters relating to or arising out of the Employment Agreement, her employment with Company, her compensation by the Company (including, except as provided herein, any bonuses, incentives, relocation benefits, paid time off and benefits), and/or her Employment to the position of Chief Executive Officer and termination of employment, and including, without limitation, any causes of action or claims for wrongful or retaliatory discharge, unlawful employment discrimination or harassment arising under Title VII of the Civil Rights Act of 1964, as amended; the Age Discrimination in Employment Act of 1967, as amended ("ADEA"); the Older Workers Benefit Protection Act; the New York State and City Human Rights Acts, as amended; the Florida Civil Rights Act, as amended; the Civil Rights Act of 1866, as amended; the Civil Rights Act of 1991, as amended; 42 U.S.C. §1981, as amended; the Americans With Disabilities Act of 1990, as amended; the Rehabilitation Act of 1973, as amended; Executive Orders 11246 and 11073; the Employee Retirement Income Security Act of 1974, as amended; the Fair Labor Standards Act of 1938, as amended; the Fair Credit Reporting Act; the Family and Medical Leave Act of 1993; the Genetic Information Nondiscrimination Act of 2008, the Sarbanes-Oxley Act, as amended; the Dodd-Frank Act of 2010, and any other federal, state, local or foreign equal opportunity law, constitutional provision, statute, common law doctrine, public policy, executive order, or municipal ordinance; and any other causes of action or claims based upon any other federal, state, local or foreign laws or municipal ordinances or upon common law affecting or relating to the claims or rights of employees, including any and all suits in tort (including negligence) or contract (whether oral, written or implied), or any other common law or equitable basis of action which Executive had, now has or may claim to have against the Company Released Parties, or which Executive, her heirs, executors, administrators, successors and assigns hereafter can, shall or may have for any reason against the Company Released Parties. Notwithstanding the above, nothing in this section or this Release shall release the Company Released Parties from: (i) any action for breach of its obligations under this Release or Section 10(a) of the Employment Agreement; (ii) Executive's right to accrued, vested benefits under any employee benefit plan of the Company in which Executive participated (excluding any severance or similar plan or policy), in accordance with the terms thereof; (iii) any claims that cannot be waived by law, including without limitation any claims filed with the U.S. Equal Employment Opportunity Commission (the "EEOC") or the U. S. Department of Labor, or claims under the ADEA that arise after the date of this Release, or that arise after the date on which Executive executes this Release; (iv) any rights or claims under the ADEA that may arise after the date that Executive executes this Release; (v) rights under outstanding stock option, restricted stock or other equity-based awards, (vi) right to indemnification, as provided by, and in accordance with the terms of, applicable law, the Company's by-laws or otherwise; and (vii) Executive's

coverage under applicable directors' and officers' liability insurance. **This is intended to be as complete a waiver as possible of all claims against any of the Company Released Parties except as set forth herein. This waiver is effective only as to those claims that may properly be waived in this manner.**

4. Executive understands and agrees that claims or facts in addition to or different from those which are now known or believed by Executive to exist may hereafter be discovered, but it is Executive's intention to fully and forever release, remise and discharge all claims which Executive had, may have had, or now have against the Company Released Parties, whether known or unknown, suspected or unsuspected, asserted or unasserted, contingent or noncontingent, without regard to the subsequent discovery or existence of such additional or different facts. Without limiting the foregoing, by signing this Release, Executive expressly waives and releases any provision of law that purports to limit the scope of a general release. Executive acknowledges and agrees that as of the date Executive executes this Release, Executive has no knowledge of any facts or circumstances that give rise or could give rise to any claims under any of the laws listed in the preceding paragraphs.

5. Executive represents that she has not and does not intend to participate in or file against any of the Company Released Parties any action, cause of action, lawsuit or proceeding regarding, or in any way related to, any of the claims released in Section 3 of this Release and further agrees that this Release may be pleaded as a bar to any such action, cause of action, lawsuit or proceeding. Executive also promises and agrees that if any court assumes jurisdiction over any such action against the Company Released Parties involving or on behalf of Executive, she shall promptly withdraw from and request that such court dismiss any such action. Executive further represents that she will not voluntarily lend her support to or participate in any action, cause of action, claim, investigation, lawsuit or proceeding adverse to or brought against the Company Released Parties by any third party and she will not communicate in any way with the media with respect to any such claim or action (other than to respond that she has "no comment"). Notwithstanding the above representations, the parties acknowledge that Executive has a legal obligation to respond to any lawfully issued subpoena by a court or administrative agency, and as long as the subpoena was not in any way solicited by her as a way to circumvent her obligations hereunder, her offering of truthful testimony under oath in response to such a lawfully issued subpoena will not be considered a violation of this provision. Executive shall refrain from expressing (or causing others to express) to any employee of the Company or any third party (including, without limitation, the media), any derogatory or negative statements or opinions concerning the Company and/or its operations, services, officers or employees. Nothing herein shall prohibit Executive from testifying truthfully under oath in any legal proceeding.

6. Nothing in this Release prohibits or prevents Executive from filing a charge with or participating, testifying, or assisting in any investigation, hearing, or other proceeding before
the EEOC, the National Labor Relations Board or a similar agency enforcing federal, state or local anti-discrimination, anti-harassment, or anti-retaliation laws. However, to the maximum extent permitted by law, Executive agrees that if such an administrative claim is made to such an agency, Executive shall not be entitled to recover any individual monetary relief or other individual remedies. In addition, nothing in this Release, including but not limited to the release of claims nor the confidentiality and non-disparagement clauses, prohibits Executive from: (1) reporting possible violations of federal law or regulations, including any possible securities laws violations, to any governmental agency or entity, including but not limited to the U.S. Department of Justice, the U.S. Securities and Exchange Commission, the U.S. Congress, or any agency Inspector General; (2) making any other disclosures that are protected under the whistleblower provisions of federal law or regulations; or (3) otherwise fully participating in any federal whistleblower programs, including but not limited to any such programs managed by the U.S. Securities and Exchange Commission and/or the Occupational Safety and Health Administration. Moreover, nothing in this Release prohibits or prevents Executive from receiving individual monetary awards or other individual relief by virtue of participating in such federal whistleblower programs.

7. If Executive engages in conduct which violates any provision of this Release the Company shall be entitled to recover its costs and expenses (including attorney's fees) and any losses or damages resulting therefrom from monies paid to Executive under the Employment Agreement.

8. Executive is advised to consult with an attorney prior to executing this Release, and Executive acknowledges that she has had an opportunity to confer with counsel and has been given a period of at least twenty-one (21) days within which to consider this Release. Executive acknowledges that (i) she has read, studied, considered, and deliberated upon this Release, (ii) she has consulted with counsel, and (iii) she fully

understands and is in complete agreement with all of the terms of this Release, and (iv) she has signed this Release knowingly and voluntarily.

9. This Release may be revoked by Executive for a period of seven (7) days following her execution of the Release (the "Revocation Period") by notifying [CONTACT] (the "Company Representative"), [TITLE], [ADDRESS], by email ([EMAIL ADDRESS]), by fax ([FAX NUMBER]) or by a recognized national overnight courier service to the address specified above. To be effective, such revocation must be received by the Company Representative no later than 5:00 p.m. Eastern Time on the seventh (7th) calendar day following Executive's execution of this Release. In the event that Executive revokes this Release during the Revocation Period, this Release will be null and void and of no effect, and neither the Company nor any of its affiliates will have any obligations to provide Executive the payments and benefits described in the Employment Agreement.

10. This Release shall be interpreted, construed, and governed by the laws of the State of Florida, regardless of its place of execution or performance, without regard to internal principles relating to conflict of laws. The parties agree that any cause of action arising between the parties regarding this Release shall be brought only in a state or federal court in Jacksonville, Florida.

11. Executive's signature transmitted by facsimile and by electronic mail in PDF format shall be deemed to be the original signature for all purposes.

12. The provisions of this Release will be binding upon Executive's heirs, executors, administrators, legal personal representatives, and assigns. If any provision of this Release is held by any court of competent jurisdiction to be illegal, void, or unenforceable, such provision will be of no force and effect. The illegality or unenforceability of such provision, however, will have no effect upon and will not impair the enforceability of any other provision of this Release.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Executive hereby executes this General Release by signing below voluntarily and with full knowledge of the significance of all of its provisions.

PLEASE READ CAREFULLY. THIS GENERAL RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

Executed at Jacksonville, Florida this day of _________, 202_.

Stephanie Ferris, individually

Exhibit 31.1

CERTIFICATIONS

I, Gary A Norcross, 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: November 4, 2022

By: /s/ GARY A. NORCROSS
Gary A. Norcross
President and Chief Executive Officer

Exhibit 31.2

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: November 4, 2022

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

Exhibit 32.1

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

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

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

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

Date:	November 4, 2022	By:	/s/ GARY A. NORCROSS
			Gary A. Norcross
			President and Chief Executive Officer

Exhibit 32.2

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

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

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

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

Date:	November 4, 2022	By:	/s/ ERIK HOAG
			Erik Hoag
			Corporate Executive Vice President and Chief Financial Officer
			(Principal Financial Officer)