

SECURITIES AND EXCHANGE COMMISSION  
 Washington, D.C. 20549

FORM S-8  
 REGISTRATION STATEMENT  
 Under  
 The Securities Act of 1933

GLOBAL PAYMENTS INC.  
 (Exact name of registrant as specified in its charter)

Georgia 58-2567903  
 (State of incorporation) (IRS Employer Identification No.)

Four Corporate Square  
 Atlanta, Georgia 30329-3010  
 (Address of principal executive offices) (Zip Code)

GLOBAL PAYMENTS INC.  
 AMENDED AND RESTATED 2000 LONG-TERM INCENTIVE PLAN

GLOBAL PAYMENTS INC.  
 2000 EMPLOYEE STOCK PURCHASE PLAN

GLOBAL PAYMENTS INC.  
 AMENDED AND RESTATED 2000 NON-EMPLOYEE DIRECTOR STOCK OPTION PLAN  
 (Plan names)

Suellyn P. Tornay  
 General Counsel and Secretary  
 Global Payments Inc.  
 Four Corporate Square  
 Atlanta, Georgia 30329-3010  
 (404) 728-2363  
 (Name, address, including zip code, telephone number, including area code, of  
 agent for service)

<TABLE>  
 <CAPTION>

CALCULATION OF REGISTRATION FEE

Title of securities to be registered	Amount to be registered (1)	Proposed maximum offering price per share (2)	Proposed maximum aggregate offering price	Amount of registration fee
<S> Common Stock, no par value	<C> 7,600,000	<C> \$15.50	<C> \$117,800,000.00	<C> \$29,450.00

</TABLE>

- (1) Includes 6,000,000 shares to be issued upon the grant or exercise of awards under the Global Payments Inc. Amended and Restated 2000 Long-Term Incentive Plan, 1,200,000 shares to be purchased under the Global Payments Inc. 2000 Employee Stock Purchase Plan, and 400,000 shares to be issued upon the exercise of options granted under the Global Payments Inc. Amended and Restated 2000 Non-Employee Director Stock Option Plan (collectively, the "Plans"). This Registration Statement also covers any additional shares that may hereafter become exercisable as a result of the adjustment and anti-dilution provisions of the Plans.
- (2) Estimated solely for the purpose of calculating the registration fee in accordance with Rule 457(h) under the Securities Act of 1933, as amended (the "Securities Act"), based on the average of the high and low prices in the "when issued" market for the Registrant's Common Stock on the New York Stock Exchange on January 12, 2001.

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

We will provide the documents constituting Part I of this registration statement to participants in the Plans as specified by Rule 428(b)(1) under the

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents filed with the Securities and Exchange Commission (the "Commission") by the Registrant are hereby incorporated by reference into this Registration Statement:

(1) the Registrant's Registration Statement on Form 10, as amended (Registration No. 001-161111), which contains a description of the Registrant's Common Stock, no par value, per share; provided, however, that the financial statements of CIBC Merchant Acquiring Business included on pages F-27 through F-36 of such Registration Statement are not incorporated herein; and

(2) the Registrant's Quarterly Report on Form 10-Q for the quarter ended November 30, 2000.

All documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14, and 15(d) of the Exchange Act and prior to the filing of a post-effective amendment which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference herein and to be a part hereof from the date of the filing of such documents. Any statement contained in a document incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document that is incorporated by reference herein modifies or supersedes such earlier statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities. Not applicable.

Item 5. Interests of Named Experts and Counsel. Not applicable.

Item 6. Indemnification of Directors and Officers.

The Registrant's Articles of Incorporation eliminate the personal liability of its directors to the Registrant or its shareholders for monetary damages for breach of fiduciary duty as a director to the extent permitted under the Georgia Business Corporation Code (the "Georgia Code"). The Registrant's directors remain liable for (i) any appropriation, in violation of the director's duties, of any business opportunity, (ii) acts or omissions that involve intentional misconduct or a knowing violation of law, (iii) unlawful corporate distributions as set forth in Section 14-2-832 of the Georgia Code, or (iv) any transactions from which the director derived an improper personal benefit. If the Georgia Code is amended to authorize corporate action further eliminating or limiting the personal liability of directors, the liability of the Registrant's

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directors shall be eliminated or limited to the fullest extent permitted by the Georgia Code, as amended, without further action by the shareholders. These provisions in the Articles of Incorporation will limit the remedies available to a shareholders in the event of breaches of any director's duties.

The Registrant's by-laws require it to indemnify and hold harmless any director or officer who was or is a party or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding whether civil, criminal, administrative or investigative (including any action or suit by or in the right of the Registrant) because the person is or was a director or officer of the Registrant against liability incurred in such proceeding. The Registrant is not, however, required to indemnify officers and directors for liability incurred in a proceeding in which the director or officer is adjudged liable to the Registrant or is subjected to injunctive relief in its favor for (i) any appropriation, in violation of the director's or officer's duties, of any business opportunity, (ii) any acts or omissions which involve intentional misconduct or a knowing violation of law, (iii) any types of liability with respect to distributions as set forth in Section 14-2-832 of the Georgia Code, or (iv) any transaction from which such officer or director received an improper personal benefit. In addition, the Registrant's by-laws provide that it (i) must advance funds to pay or reimburse the reasonable expenses incurred by a director or officer who is a party to a proceeding because that person is a director or officer if other conditions are satisfied, and (ii) may indemnify and advance expenses to any employee or agent who is not a director or officer to the same extent and subject to the same condition that the Registrant could, without shareholder approval under the Georgia Code, indemnify and advance expenses to a director.

There is no pending litigation or proceeding involving any of the Registrant's directors, officers, employees or any other agent of as to which indemnification is sought by any director, officer, employee or other agent.

Item 7. Exemption from Registration Claimed. Not applicable.

Item 8. Exhibits.

- 4.1 Articles of Incorporation of the Registrant (filed as Exhibit 3.1 to the Registrant's Registration Statement on Form 10, Registration No. 001-161111, and incorporated herein by reference)
- 4.2 Amended and Restated By-laws of the Registrant (filed as Exhibit 3.2 to the Registrant's Registration Statement on Form 10, Registration No. 001-161111, and incorporated herein by reference)
- 4.3 Form of Shareholder Protection Rights Agreement between the Registrant and the Rights Agent (filed as Exhibit 4.3 to the Registrant's Registration Statement on Form 10, Registration No. 001-161111, and incorporated herein by reference)
- 5 Opinion of Alston & Bird LLP regarding the legality of the securities being registered.
- 4.4 Form of certificate representing the Registrant's common stock (filed as Exhibit 4.4 to the Registrant's Registration Statement on Form 10, Registration No. 001-161111, and incorporated herein by reference)
- 23.1 Consent of Alston & Bird LLP (included in Exhibit 5).
- 23.2 Consent of Arthur Andersen LLP.
- 24 Power of Attorney (included as part of signature page).

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- 99.1 Global Payments Inc. Amended and Restated 2000 Long-Term Incentive Plan (filed as Exhibit 10.9 to the Registrant's Registration Statement on Form 10, Registration No. 001-161111, and incorporated herein by reference)
- 99.2 Global Payments Inc. 2000 Employee Stock Purchase Plan
- 99.3 Global Payments Inc. Amended and Restated 2000 Non-Employee Director Stock Option Plan

Item 9. Undertakings.

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high and of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change in such information in the registration statement.

Provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) above do

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not apply if the registration statement is on Form S-3 or Form S-8, and the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona

fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned issuer hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report

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pursuant to Section 15(d) of the Exchange Act that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(h) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrant pursuant to Item 6 of this Part II, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.

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SIGNATURES

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Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Atlanta, State of Georgia, on the 10th day of January, 2001.

GLOBAL PAYMENTS INC.

By: /s/ Robert A. Yellowlees

-----  
Robert A. Yellowlees  
Chairman of the Board,  
President and Chief Executive Officer  
(Principal Executive Officer)

By: /s/ James G. Kelly

-----  
James G. Kelly  
Chief Financial Officer  
(Principal Financial and Accounting  
Officer)

POWER OF ATTORNEY

KNOW BY ALL MEN BY THESE PRESENT, that each person whose signature appears below constitutes and appoints Suellyn P. Tornay and Martin Picciano, and each or any one of them, as true and lawful attorneys-in-fact and agents, with full power of substitution, for him and in his name, place and stead, in any and all capacities, to sign any amendments (including post-effective amendments) to this Registration Statement and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming all that said attorney-in-fact, or their substitute or substitutes, may lawfully do or cause to be done by virtue thereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities and on the dates indicated:

SIGNATURE  
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TITLE  
-----

DATE  
-----

/s/ Robert A. Yellowlees      Chairman of the Board, President      January 10, 2001  
-----      and Chief Executive Officer  
Robert A. Yellowlees

/s/ Neil Williams      Director      January 10, 2001  
-----  
Neil Williams

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SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

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EXHIBITS FILED WITH  
REGISTRATION STATEMENT  
ON FORM S-8  
UNDER  
THE SECURITIES ACT OF 1933

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GLOBAL PAYMENTS INC.  
Four Corporate Square  
Atlanta, Georgia 30329-3010  
(404) 728-2363

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EXHIBIT INDEX

Exhibit Number	Description
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99.2	Global Payments Inc. 2000 Employee Stock Purchase Plan
99.3	Global Payments Inc. Amended and Restated 2000 Non-Employee Director Stock Option Plan



Exhibit 5  
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Opinion of Alston & Bird LLP regarding the legality of  
the securities being registered

Alston & Bird LLP

One Atlantic Center  
1201 West Peachtree Street  
Atlanta, Georgia 30309-3424

404-881-7000  
Fax: 404-881-4777  
www.alston.com

January 16, 2001

Global Payments Inc.  
Four Corporate Square  
Atlanta, Georgia 30329-3010

Re: Registration Statement on Form S-8 for the  
Global Payments Inc. Amended and Restated 2000 Long-Term Incentive  
Plan  
Global Payments Inc. 2000 Employee Stock Purchase Plan  
Global Payments Inc. Amended and Restated 2000 Non-Employee Director  
Stock Option Plan

Ladies and Gentlemen:

We have acted as counsel to Global Payments Inc., a Georgia corporation (the "Company"), in connection with the filing of the above-referenced Registration Statement (the "Registration Statement") with the Securities and Exchange Commission (the "Commission") to register under the Securities Act of 1933, as amended (the "Securities Act"), 7,200,000 shares (the "Shares") of the Company's Common Stock, no par value, which may be offered and sold by the Company upon the grant or exercise of awards, or the purchase of shares, under the Global Payments Inc. Amended and Restated 2000 Long-Term Incentive Plan, the Global Payments Inc. 2000 Employee Stock Purchase Plan, or the Global Payments Inc. Amended and Restated 2000 Non-Employee Director Stock Option Plan (the "Plans"). This opinion letter is rendered pursuant to Item 8 of Form S-8 and Item 601(b)(5) of the Commission's Regulation S-K.

We have examined the Articles of Incorporation of the Company, the Bylaws of the Company, records of proceedings of the Board of Directors of the Company deemed by us to be relevant to this opinion letter, the Registration Statement and other documents and agreements we deemed necessary for purposes of expressing the opinion set forth herein. We also have made such further legal and factual examinations and investigations as we deemed necessary for purposes of expressing the opinion set forth herein.

As to certain factual matters relevant to this opinion letter, we have relied upon certificates and statements of officers of the Company and certificates of public officials. Except to the extent expressly set forth herein, we have made no independent investigations with regard thereto, and, accordingly, we do not express any opinion as to matters that might have been disclosed by independent verification.

<TABLE>

<S>

1211 East Morehead Street  
P. O. Drawer 34009  
Charlotte, NC 28234-4009  
704-331-6000  
Fax: 704-334-2014

<C>

3605 Glenwood Avenue  
P. O. Drawer 31107  
Raleigh, NC 27622-1107  
919-420-2200  
Fax: 919-420-2260

<C>

601 Pennsylvania Avenue, N.W.  
North Building, 11/th/ Floor  
Washington, DC 20004-2610  
202-756-3300  
Fax: 202-756-3333

</TABLE>

Global Payments Inc.  
January 16, 2001

This opinion letter is provided to the Company and the Commission for their use solely in connection with the transactions contemplated by the Registration Statement and may not be used, circulated, quoted or otherwise relied upon by any other person or for any other purpose without our express written consent. The only opinion rendered by us consists of those matters set forth in the sixth paragraph hereof, and no opinion may be implied or inferred beyond those expressly stated.

Our opinion set forth below is limited to the laws of the State of Georgia,

and we do not express any opinion herein concerning any other laws.

Based on the foregoing, it is our opinion that the Shares to be issued upon grant or exercise of awards, or to be purchased, under the Plans are duly authorized and, when issued by the Company in accordance with the terms of the Plans, will be validly issued, fully paid and nonassessable.

We consent to the filing of this opinion letter as an exhibit to the Registration Statement. In giving such consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission thereunder.

Sincerely,

ALSTON & BIRD LLP

By: /s/ Laura G. Thatcher

-----

A Partner

Exhibit 23.2

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Consent of Arthur Anderson LLP

Consent of Independent Public Accountants

As independent public accountants, we hereby consent to the incorporation by reference of our reports dated August 25, 2000 related to the NDC eCommerce Business Segment included in Global Payments Inc.'s Registration Statement on Form 10 for the year ended May 31, 2000 and to all references to our Firm included in this Registration Statement.

/s/ Arthur Andersen LLP

Atlanta, Georgia  
January 12, 2001

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Global Payments Inc. 2000 Employee Stock Purchase Plan

GLOBAL PAYMENTS INC.

2000 EMPLOYEE STOCK PURCHASE PLAN

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GLOBAL PAYMENTS INC.  
2000 EMPLOYEE STOCK PURCHASE PLAN

ARTICLE I  
BACKGROUND

1.1 Establishment of the Plan. Global Payments Inc. (the "Company") hereby establishes a stock purchase plan to be known as the "Global Payments Inc. 2000 Employee Stock Purchase Plan" (the "Plan"), as set forth in this document. The Plan is intended to be a qualified employee stock purchase plan within the meaning of Section 423 of the Internal Revenue Code of 1986, as amended, and the regulations and rulings thereunder.

1.2 Applicability of the Plan. The provisions of this Plan are applicable only to certain individuals who, on or after the Effective Date (as defined herein), are employees of the Company and its Subsidiaries participating in the Plan. The Committee shall indicate from time to time which of its Subsidiaries, if any, are participating in the Plan.

1.3 Purpose. The purpose of the Plan is to enhance the proprietary interest among the employees of the Company and its participating subsidiaries through ownership of Common Stock of the Company.

ARTICLE II  
DEFINITIONS

Whenever capitalized in this document, the following terms shall have the respective meanings set forth below.

2.1 Administrator. Administrator shall mean the person or persons (who may be officers or employees of the Company) selected by the Committee to operate the Plan, perform day-to-day administration of the Plan, and maintain records of the Plan.

2.2 Board. Board shall mean the Board of Directors of the Company.

2.3 Code. Code shall mean the Internal Revenue Code of 1986, as amended from time to time, and the regulations thereunder.

2.4 Committee. Committee shall mean a committee which consists of members of the Board and which has been designated by the Board to have the general responsibility for the administration of the Plan. Unless otherwise designated by the Board, the Compensation Committee of the Board of Directors of the Company shall serve as the Committee administering the Plan. Subject to the express provisions of the Plan, the Committee shall have plenary authority in its sole and absolute discretion to

interpret and construe any and all provisions of the Plan, to adopt rules and regulations for administering the Plan, and to make all other determinations necessary or advisable for administering the Plan. The Committee's determinations on the foregoing matters shall be conclusive and binding upon all persons.

2.5 Common Stock. Common Stock shall mean the common stock, no par value, of the Company.

2.6 Compensation. Compensation shall mean, for any Participant, for any Offering Period, the Participant's gross wages for the respective period, including without limitation salary, bonus, and commission, but subject to appropriate adjustments that would exclude items such as non-cash compensation and reimbursement of moving, travel, trade or business expenses.

2.7 Contribution Account. Contribution Account shall mean the bookkeeping account established by the Administrator on behalf of each Participant, which shall be credited with the amounts deducted from the Participant's Compensation pursuant to Article VI. The Administrator shall establish a separate Contribution Account for each Participant for each Offering Period.

2.8 Company. Company shall mean Global Payments Inc., a Georgia

corporation.

2.9 Direct Registration System. Direct Registration System shall mean a direct registration system approved by the Securities and Exchange Commission and by the New York Stock Exchange, Inc. or any securities exchange on which the Common Stock is then listed, whereby shares of Common Stock may be registered in the holder's name in book-entry form on the books of the Company.

2.10 Effective Date. Effective Date shall mean the effective date of the Plan, which shall be the last to occur of (i) the date the Plan is approved by the shareholders of the Company, (ii) the first trading day after the effective date of the Spin-off, or (iii) the effective date of the Company's registration statement on Form S-8 filed under the Securities Act of 1933, as amended, covering the shares to be issued under the Plan.

2.11 Eligible Employee. An Employee eligible to participate in the Plan pursuant to Section 3.1.

2.12 Employee. Employee shall mean an individual employed by an Employer who meets the employment relationship described in Treasury Regulation Sections 1.423-2(b) and Section 1.421-7(h).

2.13 Employer. Employer shall mean the Company and any Subsidiary designated by the Committee as an employer participating in the Plan.

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2.14 Fair Market Value. Fair Market Value of a share of Common Stock, as of any designated date, shall mean the closing sales price of the Common Stock on the New York Stock Exchange on such date or on the last previous date on which such stock was traded.

2.15 Offering Date. Offering Date shall mean the first Trading Date of each Offering Period.

2.16 Offering Period. Offering Period shall mean the quarterly periods beginning January 1, April 1, July 1, and October 1 respectively, of each year during which offers to purchase Common Stock are outstanding under the Plan; provided, however, that the initial Offering Period shall be the period beginning on the Effective Date and ending on March 31, 2001. No payroll deductions shall be taken until the Effective Date.

2.17 Option. Option shall mean the option to purchase Common Stock granted under the Plan on each Offering Date.

2.18 Participant. Participant shall mean any Eligible Employee who has elected to participate in the Plan under Section 3.2.

2.19 Plan. Plan shall mean the Global Payments Inc. 2000 Employee Stock Purchase Plan, as amended and in effect from time to time.

2.20 Purchase Date. Purchase Date shall mean the last Trading Date of each Offering Period.

2.21 Purchase Price. Purchase Price shall mean the purchase price of Common Stock determined under Section 5.1.

2.22 Request Form. Request Form shall mean an Employee's authorization either in writing on a form approved by the Administrator or through electronic communication approved by the Administrator which specifies the Employee's payroll deduction in accordance with Section 6.2, and contains such other terms and provisions as may be required by the Administrator.

2.23 Spin-off. The distribution by National Data Corporation to its stockholders of all of the issued and outstanding shares of capital stock of the Company, as contemplated in that certain Distribution Agreement between National Data Corporation and the Company and the related agreements between the parties referred to therein.

2.24 Stock Account. Stock Account shall mean the account established by the Administrator on behalf of each Participant, which shall be credited with shares of Common Stock purchased pursuant to the Plan and dividends thereon until distributed in accordance with the terms of the Plan.

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2.25 Subsidiary. Subsidiary shall mean any present or future corporation which is a "subsidiary corporation" of the Company as defined in Code Section 424(f).

2.26 Trading Date. Trading Date shall mean a date on which shares of Common Stock are traded on a national securities exchange (such as the New York Stock Exchange), the Nasdaq National Market or in the over-the-counter market.

Except when otherwise indicated by the context, the definition of any

term herein in the singular may also include the plural.

ARTICLE III  
ELIGIBILITY AND PARTICIPATION

3.1 Eligibility. Each Employee who is an Employee regularly scheduled to work at least 20 hours each week and at least five months each calendar year shall be eligible to participate in the Plan as of the later of:

(a) the Offering Date immediately following the Employee's last date of hire by an Employer; or

(b) the Effective Date.

On each Offering Date, Options will automatically be granted to all Employees then eligible to participate in the Plan; provided, however, that no Employee shall be granted an Option for an Offering Period if, immediately after the grant, the Employee would own stock, and/or hold outstanding options to purchase stock, possessing five percent or more of the total combined voting power or value of all classes of stock of the Company or any Subsidiary. For purposes of this Section, the attribution rules of Code Section 424(d) shall apply in determining stock ownership of any Employee. If an Employee is granted an Option for an Offering Period and such Employee does not participate in the Plan for such Offering Period, such Option will be deemed never to have been granted for purposes of applying the \$25,000 annual limitation described in Section 5.2.

3.2 Initial Participation. An Eligible Employee having been granted an Option under Section 3.1 may submit a Request Form to the Administrator to participate in the Plan for an Offering Period. The Request Form shall authorize a regular payroll deduction from the Employee's Compensation for the Offering Period, subject to the limits and procedures described in Article VI. A Participant's Request Form authorizing a regular payroll deduction shall remain effective from Offering Period to Offering Period until amended or canceled under Section 6.3.

3.3 Leave of Absence. For purposes of Section 3.1, an individual on a leave of absence from an Employer shall be deemed to be an Employee for the first 90 days of

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such leave. For purposes of this Plan, such individual's employment with the Employer shall be deemed to terminate at the close of business on the 90th day of the leave, unless the individual has returned to regular employment with an Employer before the close of business on such 90th day. Termination of any individual's leave of absence by an Employer, other than on account of a return to employment with an Employer, shall be deemed to terminate an individual's employment with the Employer for all purposes of the Plan.

ARTICLE IV  
STOCK AVAILABLE

4.1 In General. Subject to the adjustments in Sections 4.2 and 4.3, an aggregate of 1,200,000 shares of Common Stock shall be available for purchase by Participants pursuant to the provisions of the Plan. These shares may be authorized and unissued shares or may be shares issued and subsequently acquired by the Company. If an Option under the Plan expires or terminates for any reason without having been exercised in whole or part, the shares subject to such Option that are not purchased shall again be available for subsequent Option grants under the Plan. If the total number of shares of Common Stock for which Options are exercised on any Purchase Date exceeds the maximum number of shares then available under the Plan, the Committee shall make a pro rata allocation of the shares available in as nearly a uniform manner as shall be practicable and as it shall determine to be equitable; and the balance of the cash credited to Participants' Contribution Accounts shall be distributed to the Participants as soon as practicable.

4.2 Adjustment in Event of Changes in Capitalization. In the event of a stock dividend, stock split or combination of shares, recapitalization or other change in the Company's capitalization, or other distribution with respect to holders of the Company's Common Stock other than normal cash dividends, an automatic adjustment shall be made in the number and kind of shares as to which outstanding Options or portions thereof then unexercised shall be exercisable and in the available shares set forth in Section 4.1, so that the proportionate interest of the Participants shall be maintained as before the occurrence of such event. This adjustment in outstanding Options shall be made without change in the total price applicable to the unexercised portion of such Options and with a corresponding adjustment in the Purchase Price per share; provided, however, that in no event shall any adjustment be made that would cause any Option to fail to qualify as an option pursuant to an employee stock purchase plan within the meaning of Section 423 of the Code.

4.3 Dissolution, Liquidation, or Merger. Upon the dissolution or liquidation of the Company, or upon a reorganization, merger, or consolidation

of the Company with one or more corporations in which the Company is not the surviving corporation (or survives as a direct or indirect subsidiary of other such other constituent corporation or its parent), or upon a sale of substantially all of the property or stock of the Company to another corporation, the holder of each Option then outstanding under the Plan shall be

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entitled to receive at the next Purchase Date upon the exercise of such Option for each share as to which such Option shall be exercised, as nearly as reasonably may be determined, the cash, securities, or property which a holder of one share of the Common Stock was entitled to receive upon and at the time of such transaction. The Committee shall take such steps in connection with these transactions as the Committee deems necessary or appropriate to assure that the provisions of this Section shall thereafter be applicable, as nearly as reasonably may be determined, in relation to the cash, securities, or property which the holder of the Option may thereafter be entitled to receive. In lieu of the foregoing, the Committee may terminate the Plan in accordance with Section 8.2.

#### ARTICLE V OPTION PROVISIONS

5.1 Purchase Price. The Purchase Price of a share of Common Stock purchased for a Participant pursuant to each exercise of an Option shall be the lesser of:

(a) 85 percent of the Fair Market Value of a share of Common Stock on the Offering Date; or

(b) 85 percent of the Fair Market Value of a share of Common Stock on the Purchase Date.

5.2 Calendar Year \$25,000 Limit. Notwithstanding anything else contained herein, no Employee may be granted an Option for any Offering Period which permits such Employee's rights to purchase Common Stock under this Plan and any other qualified employee stock purchase plan (within the meaning of Code Section 423) of the Company and its Subsidiaries to accrue at a rate which exceeds \$25,000 of Fair Market Value of such Common Stock for each calendar year in which an Option is outstanding at any time. For purposes of this Section, Fair Market Value shall be determined as of the Offering Date.

5.3 Offering Period Limit. Notwithstanding anything else contained herein, the maximum number of shares of Common Stock that an Eligible Employee may purchase in any Offering Period is 1,600 shares.

#### ARTICLE VI PURCHASING COMMON STOCK

6.1 Participant's Contribution Account. The Administrator shall establish a book account in the name of each Participant for each Offering Period. As discussed in Section 6.2 below, a Participant's payroll deductions shall be credited to the Participant's Contribution Account, without interest, until such cash is withdrawn, distributed, or used to purchase Common Stock as described below.

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During such time, if any, as the Company participates in a Direct Registration System, shares of Common Stock acquired upon exercise of an Option shall be directly registered in the name of the Participant. If the Company does not participate in a Direct Registration System, then until distribution is requested by a Participant pursuant to Article VII, stock certificates evidencing the Participant's shares of Common Stock acquired upon exercise of an Option shall be held by the Company as the nominee for the Participant. These shares shall be credited to the Participant's Stock Account. Certificates shall be held by the Company as nominee for Participants solely as a matter of convenience. A Participant shall have all ownership rights as to the shares credited to his or her Stock Account, and the Company shall have no ownership or other rights of any kind with respect to any such certificates or the shares represented thereby.

All cash received or held by the Company under the Plan may be used by the Company for any corporate purpose. The Company shall not be obligated to segregate any assets held under the Plan.

6.2 Payroll Deductions; Dividends.

(a) Payroll Deductions. By submitting a Request Form at any time before an Offering Period in accordance with rules adopted by the Committee, an Eligible Employee may authorize a payroll deduction to purchase Common Stock under the Plan for the Offering Period. The payroll deduction shall be effective on the first pay period during the Offering Period commencing after receipt of the Request Form by the Administrator. The payroll deduction shall be in any whole dollar amount or percentage up to a maximum of twenty percent (20%) of

such Employee's Compensation payable each pay period, and at any other time an element of Compensation is payable. A Participant's payroll deduction shall not be less than one percent (1%) of such Employee's Compensation payable each payroll period.

(b) Dividends. Cash or stock dividends paid on Common Stock which is credited to a Participant's Stock Account as of the dividend payment date shall be credited to the Participant's Stock Account and paid or distributed to the Participant as soon as practicable.

6.3 Discontinuance. A Participant may discontinue his or her payroll deductions for an Offering Period by filing a new Request Form with the Administrator. This discontinuance shall be effective on the first pay period commencing at least 15 days after receipt of the Request Form by the Administrator. A Participant who discontinues his or her payroll deductions for an Offering Period may not resume participation in the Plan until the following Offering Period.

Any amount held in the Participant's Contribution Account for an Offering Period after the effective date of the discontinuance of his or her payroll deductions will either be refunded or used to purchase Common Stock in accordance with Section 7.1.

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6.4 Leave of Absence; Transfer to Ineligible Status. If a Participant either begins a leave of absence, is transferred to employment with a Subsidiary not participating in the Plan, or remains employed with an Employer but is no longer eligible to participate in the Plan, the Participant shall cease to be eligible for payroll deductions to his or her Contribution Account pursuant to Section 6.2. The cash standing to the credit of the Participant's Contribution Account shall become subject to the provisions of Section 7.1.

If the Participant returns from the leave of absence before being deemed to have ceased employment with the Employer under Section 3.3, or again becomes eligible to participate in the Plan, the Request Form, if any, in effect immediately before the leave of absence or disqualifying change in employment status shall be deemed void and the Participant must again complete a new Request Form to resume participation in the Plan.

6.5 Automatic Exercise. Unless the cash credited to a Participant's Contribution Account is withdrawn or distributed as provided in Article VII, his or her Option shall be deemed to have been exercised automatically on each Purchase Date, for the purchase of the number of full shares of Common Stock which the cash credited to his or her Contribution Account at that time will purchase at the Purchase Price. If there is a cash balance remaining in the Participant's Contribution Account at the end of an Offering Period representing the exercise price for a fractional share of Common Stock, such balance may be retained in the Participant's Contribution Account for the next Offering Period, unless the Participant requests that it be refunded, without interest. Any other cash balance remaining in the Participant's Contribution Account at the end of an Offering Period shall be refunded to the Participant, without interest. The amount of cash that may be used to purchase shares of Common Stock may not exceed the Compensation restrictions set forth in Section 6.2 or the applicable limitations of Sections 5.2 or 5.3.

Except as provided in the preceding paragraph, if the cash credited to a Participant's Contribution Account on the Purchase Date exceeds the applicable Compensation restrictions of Section 6.2 or exceeds the amount necessary to purchase the maximum number of shares of Common Stock available during the Offering Period under the applicable limitations of Section 5.2 or Section 5.3, such excess cash shall be refunded to the Participant. Except as provided in the preceding paragraph, the excess cash may not be used to purchase shares of Common Stock nor retained in the Participant's Contribution Account for a future Offering Period.

Each Participant shall receive a statement on an annual basis indicating the number of shares credited to his or her Stock Account, if any, under the Plan.

6.6 Listing, Registration, and Qualification of Shares. The granting of Options for, and the sale and delivery of, Common Stock under the Plan shall be subject to the effecting by the Company of any listing, registration, or qualification of the shares subject to that Option upon any securities exchange or under any federal or state law, or the obtaining of the consent or approval of any governmental regulatory body deemed necessary or desirable for the issuance or purchase of the shares covered.

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ARTICLE VII  
WITHDRAWALS; DISTRIBUTIONS

7.1 Discontinuance of Deductions; Leave of Absence; Transfer to Ineligible Status. In the event of a Participant's complete discontinuance of

payroll deductions under Section 6.3 or a Participant's leave of absence or transfer to an ineligible status under Section 6.4, the cash balance then standing to the credit of the Participant's Contribution Account shall be--

(a) returned to the Participant, in cash, without interest, as soon as practicable, upon the Participant's written request received by the Administrator at least 30 days before the next Purchase Date; or

(b) held under the Plan and used to purchase Common Stock for the Participant under the automatic exercise provisions of Section 6.5.

7.2 In-Service Withdrawals. During such time, if any, as the Company participates in a Direct Registration System, shares of Common Stock acquired upon exercise of an Option shall be directly registered in the name of the Participant and the Participant may withdraw certificates in accordance with the applicable terms and conditions of such Direct Registration System. If the Company does not participate in a Direct Registration System, a Participant may, while an Employee of the Company or any Subsidiary, withdraw certificates for some or all of the shares of Common Stock credited to his or her Stock Account at any time, upon 30 days' written notice to the Administrator. If a Participant requests a distribution of only a portion of the shares of Common Stock credited to his or her Stock Account, the Administrator will distribute the oldest securities held in the Participant's Stock Account first, using a first in-first out methodology. The Administrator may at any time distribute certificates for some or all of the shares of Common Stock credited to a Participant's Stock Account, whether or not the Participant so requests.

7.3 Termination of Employment for Reasons Other Than Death. If a Participant terminates employment with the Company and the Subsidiaries for reasons other than death, the cash balance in the Participant's Contribution Account shall be returned to the Participant in cash, without interest, as soon as practicable. Certificates for the shares of Common Stock credited to his or her Stock Account shall be distributed to the Participant as soon as practicable, unless the Company then participates in a Direct Registration System, in which case, the Participant shall be entitled to evidence of ownership of such shares in such form as the terms and conditions of such Direct Registration System permit.

7.4 Death. In the event a Participant dies, the cash balance in his or her Contribution Account shall be distributed to the Participant's estate, in cash, without interest, as soon as practicable. Certificates for the shares of Common Stock credited to

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the Participant's Stock Account shall be distributed to the estate as soon as practicable, unless the Company then participates in a Direct Registration System, in which case, the estate shall be entitled to evidence of ownership of such shares in such form as the terms and conditions of such Direct Registration System permit.

7.5 Registration. Whether represented in certificate form or by direct registration pursuant to a Direct Registration System, shares of Common Stock acquired upon exercise of an Option shall be directly registered in the name of the Participant or, if the Participant so indicates on the Request Form, (a) in the Participant's name jointly with a member of the Participant's family, with the right of survivorship, (b) in the name of a custodian for the Participant (in the event the Participant is under a legal disability to have stock issued in the Participant's name), (c) in a manner giving effect to the status of such shares as community property, or (d) in street name for the benefit of any of the above with a broker designated by the Participant. No other names may be included in the Common Stock registration. The Company shall pay all issue or transfer taxes with respect to the issuance or transfer of shares of such Common Stock, as well as all fees and expenses necessarily incurred by the Company in connection with such issuance or transfer.

#### ARTICLE VIII AMENDMENT AND TERMINATION

8.1 Amendment. The Committee shall have the right to amend or modify the Plan, in full or in part, at any time and from time to time; provided, however, that no amendment or modification shall:

(a) affect any right or obligation with respect to any grant previously made, unless required by law, or

(b) unless previously approved by the shareholders of the Company, where such approval is necessary to satisfy federal securities laws, the Code, or rules of any stock exchange on which the Company's Common Stock is listed:

(1) in any manner materially affect the eligibility requirements set forth in Sections 3.1 and 3.3, or change the definition of Employer as set forth in Section 2.13, or

(2) increase the number of shares of Common Stock subject to any

options issued to Participants (except as provided in Sections 4.2 and 4.3).

8.2 Termination. The Committee may terminate the Plan at any time in its sole and absolute discretion. The Plan shall be terminated by the Committee if at any time the number of shares of Common Stock authorized for purposes of the Plan is not sufficient to meet all purchase requirements, except as specified in Section 4.1.

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Upon termination of the Plan, the Administrator shall give notice thereof to Participants and shall terminate all payroll deductions. Cash balances then credited to Participants' Contribution Accounts shall be distributed as soon as practicable, without interest.

ARTICLE IX  
MISCELLANEOUS

9.1 Employment Rights. Neither the establishment of the Plan, nor the grant of any Options thereunder, nor the exercise thereof shall be deemed to give to any Employee the right to be retained in the employ of the Company or any Subsidiary or to interfere with the right of the Company or any Subsidiary to discharge any Employee or otherwise modify the employment relationship at any time.

9.2 Tax Withholding. The Administrator may make appropriate provisions for withholding of federal, state, and local income taxes, and any other taxes, from a Participant's Compensation to the extent the Administrator deems such withholding to be legally required.

9.3 Rights Not Transferable. Rights and Options granted under this Plan are not transferable by the Participant other than by will or by the laws of descent and distribution and are exercisable only by the Participant during his or her lifetime.

9.4 No Repurchase of Stock by Company. The Company is under no obligation to repurchase from any Participant any shares of Common Stock acquired under the Plan.

9.5 Governing Law. The Plan shall be governed by and construed in accordance with the laws of the State of Georgia except to the extent such laws are preempted by the laws of the United States.

9.6 Shareholder Approval; Registration. The Plan was adopted by the Board of Directors of the Company on June 28, 2000 to be effective as of the Effective Date, provided that no payroll deductions may begin until a registration statement on Form S-8 filed under the Securities Act of 1933, as amended, covering the shares to be issued under the Plan, has become effective. The Plan is subject to approval by the shareholders of the Company within 12 months of approval by the Board of Directors.

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The foregoing is hereby acknowledged as being the Global Payments Inc. 2000 Employee Stock Purchase Plan as adopted by the Board of Directors of the Company on September 14, 2000, and by the sole shareholder of the Company on September 14, 2000.

Global Payments Inc.

By: /s/ Suelllyn P. Tornay  
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Suelllyn P. Tornay  
Its: General Counsel

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Global Payments Inc. Amended and Restated  
2000 Non-Employee Director Stock Option Plan

GLOBAL PAYMENTS INC.  
AMENDED AND RESTATED  
2000 NON-EMPLOYEE DIRECTOR STOCK OPTION PLAN

1. Purpose. The purpose of the Global Payments Inc. Amended and Restated  
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2000 Non-Employee Director Stock Option Plan (the "Plan") is to advance the interests of Global Payments Inc. (the "Company") by encouraging ownership of the Company's no par value common stock of the Company, and such other securities of the Company as may be substituted for such stock pursuant to Section 6 hereof (the "Common Stock") by certain non-employee directors of the Company, thereby giving such directors an increased incentive to devote their efforts to the success of the Company.

2. Administration. Grants of options under this Plan are automatic. This  
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Plan is intended to be a "formula plan" for purposes of Section 16(b) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and shall be interpreted accordingly. The Board of Directors of the Company has authority to interpret the Plan and otherwise administer the plan in accordance with its terms.

3. Eligibility. Except as provided otherwise in this Section 3, options  
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under the Plan shall be granted in accordance with Section 5 to each Non-Employee Director (as defined below) of the Company; provided that shares of the Company's Common Stock remain available for grant hereunder in accordance with Section 4. For purposes of this Plan, a "Non-Employee Director" shall mean each member of the Company's Board of Directors who is not an employee of the Company or any of its affiliates and who has not been appointed or elected to the Board solely by reason of his or her affiliation with a shareholder of the Company. Non-Employee Director to whom an option is granted under the Plan shall be referred to hereinafter as a "Grantee."

4. Shares Subject to Plan. The shares subject to the Plan shall be  
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authorized but unissued or reacquired shares of the Company's Common Stock. Subject to adjustment in accordance with the provisions of Section 6 of the Plan, the maximum number of shares of Common Stock for which options may be granted under the Plan shall be 400,000 and the initial adoption of the Plan by the Board of Directors of the Company shall constitute a reservation of 400,000 authorized but unissued, or reacquired, shares of Common Stock for issuance only upon the exercise of options granted under the Plan. In the event that any outstanding option granted under the Plan for any reason expires or is terminated prior to the end of the period during which options may be granted under the Plan, the shares of Common Stock allocable to the unexercised portion of such option may again be subject in whole or in part to any option granted under the Plan.

5. Terms and Conditions of Options. Options granted pursuant to the Plan  
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shall be evidenced by Stock Option Agreements in such form as shall comply with and be subject to the following terms and conditions:

(a) Grant. Each person who is a Non-Employee Director on the Effective  
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Date shall be granted on that date an option to purchase that number of shares of the Company's Common Stock having a Fair Market Value (as defined in Section 5(b) below) on the date of grant equal to \$125,000. Each person who thereafter first becomes a Non-Employee Director shall be granted on the date that he or she first becomes a Non-Employee Director an option to purchase that number of shares of the Company's Common Stock having a Fair Market Value on the date of grant equal to \$125,000, multiplied by a fraction, the numerator of which is the number of full months before the next regularly scheduled annual shareholders meeting of the Company, and the denominator of which is 12. In addition, as of the day following the annual meeting of the Company's public shareholders in 2001, and on the day following each subsequent annual meeting of the Company's shareholders, each Non-Employee Director serving as such on that date shall be granted an option to purchase that number of shares of the Company's Common Stock having a Fair Market Value on the date of grant equal to \$125,000. Each such day that options are to be granted under the Plan is referred to hereinafter as a "Grant Date."

If on any Grant Date, shares of Common Stock are not available under this Plan to grant to Non-Employee Directors the full amount of a grant contemplated by the immediately preceding paragraph, then each Non-Employee Director shall

receive an option (a "Reduced Grant") to purchase shares of Common Stock in an amount equal to the number of shares of Common Stock then available under the Plan divided by the number of Non-Employee Directors as of the applicable Grant Date. Fractional shares shall be ignored and not granted.

If a Reduced Grant has been made and, thereafter, during the term of this Plan, additional shares of Common Stock become available for grant (e.g., because of the forfeiture or lapse of an option), then each person who was a Non-Employee Director both on the Grant Date on which the Reduced Grant was made and on the date additional shares of Common Stock become available (a "Continuing Non-Employee Director") shall receive an additional option to purchase shares of Common Stock. The number of newly available shares shall be divided equally among the options granted to the Continuing Non-Employee Directors; provided, however, that the aggregate number of shares of Common Stock subject to a Continuing Non-Employee Director's additional option plus any prior Reduced Grant to the Continuing Non-Employee Director on the applicable Grant Date shall not exceed that number of shares having a Fair Market Value equal to \$125,000 as of the date on which the applicable Reduced Grant was made. If more than one Reduced Grant has been made, available options shall be granted beginning with the earliest such Grant Date.

(b) Exercise Price. The exercise price for each option granted under the -----  
Plan shall be the Fair Market Value of the shares of Common Stock subject to the option on the date of grant of the option. For purposes of the Plan, the "Fair Market Value" on any date, means (i) if the Common Stock is listed on a securities exchange or is traded over the Nasdaq National Market, the closing sales price on such exchange or over such system on such date or, in the absence of reported sales on such date, the closing sales price on the immediately preceding

date on which sales were reported, or (ii) if the Common Stock is not listed on a securities exchange or traded over the Nasdaq National Market, the mean between the bid and offered prices as quoted by Nasdaq for such date, provided that if it is determined that the fair market value is not properly reflected by such Nasdaq quotations, Fair Market Value will be determined by such other method as the Board of Directors determines in good faith to be reasonable.

(c) Medium and Time of Payment. The exercise price shall be payable in -----  
full upon the exercise of an option in cash and/or shares of Common Stock; provided, however, that if shares of Common Stock are used to pay the exercise price of an Option, such shares must have been held by the Grantee for at least six months. In the event that all or part of the exercise price of an option is paid by the surrender to the Company of shares of Common Stock previously held by the Grantee, such shares shall be valued at their Fair Market Value as of the date of exercise, and the Grantee shall deliver to the Company a certificate of certificates representing such shares duly endorsed to the Company or accompanied by a duly-executed separate instrument of transfer satisfactory to the Board of Directors. To the extent permitted under Regulation T of the Federal Reserve Board, and subject to applicable securities laws, options may be exercised through a broker in a so-called "cashless exercise" whereby the broker sells the option shares and delivers cash sales proceeds to the Company in payment of the exercise price.

(d) Term. Each option granted under the Plan shall, to the extent not -----  
previously exercised, terminate and expire on the date ten (10) years after the date of grant of the option, unless earlier terminated as provided hereinafter in Section 5(g).

(e) Exercisability. Except as set forth below, each option granted under -----  
this Plan shall vest (become exercisable) in accordance with the following schedule:

Years of Service After Date of Grant -----	Percent of Option Shares ----- Vested -----
Less than 2	0%
2	25%
3	45%
4	70%
5	100%

Notwithstanding the foregoing, each option granted under this Plan shall vest (become exercisable) as to all of the shares covered thereby upon the termination of the Grantee's membership on the Board of Directors of the Company by reason of death, Disability, Retirement or failure to be re-nominated or re-elected as a director. For purposes of this Plan, "Disability" shall mean any illness or other physical or mental condition of a Grantee that renders him or

her incapable of performing as a director of the Company, or any medically determinable illness or other physical or mental condition resulting from a bodily

injury, disease or mental disorder which, in the judgment of the Board of Directors, is permanent and continuous in nature. The Board of Directors may require such medical or other evidence as it deems necessary to judge the nature and permanency of a Grantee's condition. For purposes of this Plan, "Retirement" means retirement as a director of the Company in accordance with the provisions of the Company's bylaws as in effect from time to time.

(f) Method of Exercise. All options granted under the Plan shall be

exercised by an irrevocable written notice directed to the Secretary of the Company at the Company's principal place of business. Such written notice shall be accompanied by payment in full of the exercise price for the shares for which such option is being exercised. The Company shall make delivery of certificates representing the shares for which an option has been exercised within a reasonable period of time; provided, however, that if any law, regulation or agreement requires the Company to take any action with respect to the shares for which an option has been exercised before the issuance thereof, then the date of delivery of such shares shall be extended for the period necessary to take such action. Certificates representing shares for which options are exercised under the Plan may bear such restrictive legends as may be necessary or desirable in order to comply with applicable federal and state securities laws. Nothing contained in the Plan shall be construed to require the Company to register any shares of Common Stock underlying options granted under this Plan.

(g) Effect of Termination of Directorship. Upon termination of a Grantee's

membership on the Board of Directors of the Company for any reason (including without limitation by reason of death, Disability, Retirement or failure to be re-nominated or re-elected as a director), the options held by the Grantee under the Plan, to the extent they were exercisable on the date of termination (including any acceleration by reason of such termination) shall remain exercisable until the earlier of (i) the original expiration date of the Option, or (ii) the fifth anniversary of the Grantee's termination as a director. In the event of the death of a Grantee, the Grantee's personal representatives, heirs or legatees (the "Grantee's Successors") may exercise the options held by the Grantee on the date of death, upon proof satisfactory to the Company of their authority. Such exercise otherwise shall be subject to the terms and conditions of the Plan.

(h) Transferability of Options. Any option granted pursuant to the Plan

shall be assignable or transferable by the Grantee by will, by the laws of descent and distribution, or pursuant to a domestic relations order that would satisfy Section 414(p)(1)(A) of the Internal Revenue Code of 1986, as amended, if such provision applied to an option under the Plan. In addition, any option granted pursuant to the Plan shall be transferable by the Grantee to any of the following permitted transferees, upon such reasonable terms and conditions as the Board of Directors may establish: (i) any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, including adoptive relationships, any person sharing the Grantee's household (other than a tenant or employee), (ii) a trust in which the foregoing persons (or the Grantee) have more than fifty percent of the beneficial

interests, (iii) a foundation in which these persons (or the Grantee) control the management of assets, or (iv) any other entity in which these persons (or the Grantee) own more than fifty percent of the voting interests.

(i) Rights as Shareholder. Neither the Grantee nor the Grantee's

Successors or transferees shall have rights as a shareholder of the Company with respect to shares of Common Stock covered by the Grantee's option until the Grantee or such successors or transferees become the holder of record of such shares.

(j) No Options after Ten Years. No options shall be granted except within

a period of ten (10) years after the effective date of the Plan.

6. Adjustments. In the event a stock dividend is declared upon the

Common Stock, the authorization limits under Section 4 shall be increased proportionately, and the shares of Common Stock then subject to each option shall be increased proportionately without any change in the aggregate purchase price therefor. In the event the Common Stock shall be changed into or exchanged for a different number or class of shares of stock or securities of the Company or of another corporation, whether through reorganization, recapitalization, reclassification, share exchange, stock split-up, combination of shares, merger or consolidation, or otherwise, the authorization limits under Section 4 shall be adjusted proportionately, and there shall be substituted for each such share

of Common Stock then subject to each option the number and class of shares into which each outstanding share of Common Stock shall be so exchanged, all without any change in the aggregate purchase price for the shares then subject to each option, or there shall be made such other equitable adjustment as the Board of Directors shall approve.

7. Effective Date and Termination of Plan.  
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(a) Effective Date. The Plan was approved on September 14, 2000 by the  
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Board of Directors of the Company and by National Data Corporation, acting in its capacity as the sole shareholder of the Company. The Plan shall become effective upon the first trading day after the effective date of the distribution by National Data Corporation to its stockholders of all of the issued and outstanding shares of capital stock of the Company, as contemplated in that certain Distribution Agreement between National Data Corporation and the Company and the related agreements between the parties referred to therein.

(b) Termination. The Plan shall terminate on the second day following the  
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2010 Annual Meeting, but the Board of Directors may terminate the Plan at any time prior to such date. No termination of the Plan shall adversely affect the rights of the Grantees who have outstanding Options without the consent of such Grantees.

8. No Obligation to Exercise Option. The granting of an option shall  
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impose no obligation upon the Grantee to exercise such option.

9. Amendment. The Board of Directors may, at any time and from time to  
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time, amend, modify or terminate the Plan without shareholder approval; provided, however, that the Board of Directors may condition any amendment or modification on the approval of shareholders of the Company if such approval is necessary or deemed advisable with respect to tax, securities or other applicable laws, policies or regulations. Any amendment to the Plan shall not, without the written consent of the Grantee, affect such Grantee's rights under any option theretofore granted to such Grantee.

The foregoing is hereby acknowledged as being the Global Payments Inc. 2000 Non-Employee Director Stock Option Plan as adopted by the Board of Directors of the Company on September 14, 2000, and by the sole shareholder of the Company on September 14, 2000, and amended and restated by the Board of Directors and sole shareholder on January 5, 2001.

GLOBAL PAYMENTS INC.

By: /s/ Suellyn P. Tornay  
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Suellyn P. Tornay  
Its: General Counsel