UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

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

Date of Report (Date of earliest event reported): January 12, 2026 (January 9, 2026)

Commission file number 001-16111

Global Payments Inc.

(Exact name of registrant as specified in charter)

Georgia **(State or other jurisdiction of incorporation)**	**58-2567903** **(I.R.S. Employer Identification No.)**
3550 Lenox Road, Atlanta, Georgia **(Address of principal executive offices)**	**30326** **(Zip Code)**

Registrant's telephone number, including area code: (770) 829-8000

None
(Former name, former address and former fiscal year, if changed since last report)

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

Title of each class	Trading Symbol	Name of exchange on which registered
Common stock, no par value	GPN	New York Stock Exchange
4.875% Senior Notes due 2031	GPN31A	New York Stock Exchange

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

¨ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

¨ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

¨ Pre-commencement communications pursuant to Rule 14d-2b under the Exchange Act (17 CFR 240.14d-2(b))

¨ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ¨

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

Introductory Note

On January 9, 2026, Global Payments Inc., a Georgia corporation ("Global Payments"), completed its previously announced acquisition of Worldpay Holdco, LLC, a Delaware limited liability company ("Worldpay"), from Fidelity National Information Services, Inc., a Georgia corporation ("FIS") and certain affiliates of GTCR LLC (collectively, "GTCR") and members of Worldpay management (the "Worldpay Acquisition") and divestiture of Global Payments' Issuer Solutions business (the "Issuer Solutions Business") to FIS (such divestiture, together with the Worldpay Acquisition, the "Transactions"), pursuant to (i) the transaction agreement (the "GTCR Transaction Agreement") by and among Global Payments, Worldpay, GTCR and certain other parties thereto and (ii) the transaction agreement (the "FIS Transaction Agreement" and, together with the GTCR Transaction Agreement, the "Transaction Agreements"), by and among Global Payments, Total System Services LLC, a Delaware limited liability company, FIS and Worldpay.

Upon the terms and subject to the conditions set forth in the GTCR Transaction Agreement, Global Payments acquired all of the interests in Worldpay not held by FIS from GTCR and other Worldpay equityholders in exchange for 43,268,041 newly issued shares of Global Payments common stock, no par value ("Global Payments Common Stock," and such newly issued shares, the "Stock Consideration") and approximately $6.2 billion in cash. Concurrently, upon the terms and subject to the conditions set forth in the FIS Transaction Agreement, Global Payments sold its Issuer Solutions Business to FIS in exchange for FIS's interest in Worldpay and approximately $7.7 billion in cash, which is the difference between the purchase price payable by FIS in respect of the Issuer Solutions Business and the purchase price payable by Global Payments in respect of FIS's interest in Worldpay. The cash payment amount is subject to customary post-closing adjustments in respect of the respective purchase price for each of Worldpay and the Issuer Solutions Business. The purchase price paid by Global Payments in respect of Worldpay was based on a $24.25 billion enterprise valuation of Worldpay, and the purchase price paid by FIS in respect of the Issuer Solutions Business was based on a $13.5 billion enterprise valuation of the Issuer Solutions Business, in each case, subject to customary adjustments for the cash, debt and working capital (relative to a target) of Worldpay and the Issuer Solutions Business, respectively, as of the closing of the Transactions (the "Closing").

The foregoing description of the Transaction Agreements does not purport to be complete and is qualified in its entirety by the full text of the Transaction Agreements, copies of which were filed as Exhibits 2.1 and 2.2 to the Current Report on Form 8-K filed by Global Payments on April 21, 2025, and are incorporated by reference herein.

Item 1.01. Entry into a Material Definitive Agreement.

Shareholders Agreement

As a result of the Transactions, GTCR now holds approximately 15.45% of the outstanding shares of Global Payments Common Stock based upon the outstanding shares of Global Payments Common Stock as of December 31, 2025. At the Closing, Global Payments and GTCR entered into a shareholders agreement (the "Shareholders Agreement"). Under the Shareholders Agreement, GTCR is subject to a lock-up (subject to certain exceptions) with respect to the transfer of the Stock Consideration, with 35% of the Stock Consideration released from the lock-up 12 months after the Closing, an additional 15% of the Stock Consideration released from the lock-up 15 months after the Closing, and the remaining Stock Consideration released from the lock-up 18 months after the Closing.

In addition, GTCR has agreed to certain standstill obligations, including that for so long as GTCR beneficially owns more than 5% of the voting securities of Global Payments, GTCR may not acquire any additional voting securities (or securities that are convertible, exchangeable or exercisable for or into voting securities) of Global Payments, subject to certain exceptions. The Shareholders Agreement also provides GTCR with customary information rights.

The Shareholders Agreement further includes certain preemptive rights in favor of GTCR and its affiliates, providing that in the event that Global Payments proposes to issue any voting securities (or securities that are convertible, exchangeable or exercisable for or into voting securities) to certain specified shareholders, GTCR affiliates will have the right to purchase up to their pro rata share of such securities. These preemptive rights are subject to customary exceptions.

The foregoing description of the Shareholders Agreement does not purport to be complete and is qualified in its entirety by the full text of the Shareholders Agreement, a copy of which is filed as Exhibit 4.1 to this Current Report on Form 8-K and is incorporated by reference herein.

Registration Rights Agreement

At the Closing, Global Payments and GTCR entered into a registration rights agreement (the "Registration Rights Agreement"). The Registration Rights Agreement provides GTCR with certain registration rights, including shelf, demand and customary piggyback registration rights, relating to the Stock Consideration and contains customary indemnification obligations.

The foregoing description of the Registration Rights Agreement does not purport to be complete and is qualified in its entirety by the full text of the Registration Rights Agreement, a copy of which is filed as Exhibit 4.2 to this Current Report on Form 8-K and is incorporated by reference herein.

Item 2.01. Completion of Acquisition or Disposition of Assets.

The information set forth under the Introductory Note of this Current Report on Form 8-K is incorporated by reference herein.

Item 3.02. Unregistered Sale of Equity Securities.

The information set forth under the Introductory Note of this Current Report on Form 8-K is incorporated by reference herein. On January 9, 2026, Global Payments issued the Stock Consideration to GTCR in a transaction exempt from registration pursuant to Section 4(a)(2) of the Securities Act of 1933, as amended (the "Securities Act").

Item 7.01. Regulation FD Disclosure.

On January 12, 2026, Global Payments issued a press release announcing the closing of the Transactions. A copy of the press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated by reference herein.

The information contained in this Item 7.01, including Exhibit 99.1, is being furnished and shall not be deemed "filed" for purposes of the Securities Exchange Act of 1934, as amended, nor shall it be deemed incorporated by reference into any of Global Payments' filings under the Securities Act, except as expressly set forth by specific reference in such filing.

Item 9.01. Financial Statements and Exhibits.

(a) *Financial Statements of Business Acquired.*

The financial statements that are required to be filed pursuant to this item were previously filed by Global Payments as Exhibits 99.1, 99.2 and 99.3 to Global Payments' Current Report on Form 8-K filed on November 5, 2025.

(b) *Pro Forma Financial Information.*

The *pro forma* financial information that is required to be filed pursuant to this item was previously filed by Global Payments as Exhibit 99.4 to Global Payments' Current Report on Form 8-K filed on November 5, 2025.

(d) *Exhibits.*

Exhibit Number	Description
2.1*	Transaction Agreement, dated as of April 17, 2025, by and among Global Payments Inc., Total System Services LLC, Fidelity National Information Services, Inc. and Worldpay Holdco, LLC (incorporated by reference to Exhibit 2.1 to the Current Report on Form 8-K filed by Global Payments on April 21, 2025).
2.2*	Transaction Agreement, dated as of April 17, 2025, by and among Global Payments Inc., Genesis Merger Sub I, Inc., Genesis Merger Sub II, Inc., Genesis Merger Sub III, Inc., Genesis Merger Sub IV LLC, Genesis Washington Merger Sub LLC, GTCR W Aggregator LP, Worldpay Holdco, LLC, GTCR W Management Blocker Inc., GTCR W Management Blocker II Inc., GTCR W Blocker Corp. and the other parties thereto (incorporated by reference to Exhibit 2.2 to the Current Report on Form 8-K filed by Global Payments on April 21, 2025).
4.1*	Shareholders Agreement, by and among Global Payments Inc., GTCR LLC and GTCR W Aggregator LP.
4.2*	Registration Rights Agreement, by and between Global Payments Inc. and GTCR W Aggregator LP.
99.1	Press Release, dated January 12, 2026.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

*Schedules and similar attachments have been omitted from this filing pursuant to Item 601(a)(5) of Regulation S-K. A copy of any omitted schedule or similar attachment will be furnished to the Securities and Exchange Commission upon request.

Signatures

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

GLOBAL PAYMENTS INC.

Date: January 12, 2026

By: /s/ Dara Steele-Belkin
Dara Steele-Belkin
Chief Legal Officer

Exhibit 4.1

SHAREHOLDERS AGREEMENT

Dated as of January 9, 2026

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This SHAREHOLDERS AGREEMENT, dated as of January 9, 2026 (this "Agreement"), by and among Global Payments Inc., a Georgia corporation (the "Company"), GTCR LLC, a Delaware limited liability company ("Chicago"), GTCR W Aggregator LP, a Delaware limited partnership (the "Chicago Aggregator"), and any Permitted Transferee (defined below) who becomes a party pursuant to Section 2.1(b)(ii) hereof.

W I T N E S S E T H:

WHEREAS, on April 17, 2025, the Company, the Chicago Aggregator, Worldpay Holdco, LLC, a Delaware limited liability company ("Washington"), and the other parties thereto, entered into a Transaction Agreement (as it may be amended from time to time in accordance with its terms, the "Transaction Agreement"), pursuant to which on the date hereof the Company directly or indirectly acquired 100% of the issued and outstanding equity interests of Washington not owned by the Company on the terms and subject to the conditions set forth in the Transaction Agreement;

WHEREAS, pursuant to and subject to the terms and conditions of the Transaction Agreement, the Company issued 43,268,041 shares of its common stock, no par value (the "Company Common Stock" and such shares of Company Common Stock issued pursuant to the Transaction Agreement, the "Shares") to the Chicago Aggregator and certain other direct and indirect equityholders of Washington at the Closing (as defined in the Transaction Agreement), which Shares (to the extent not issued directly to the Chicago Aggregator) were immediately thereafter contributed to the Chicago Aggregator; and

WHEREAS, in connection with and pursuant to the Transaction Agreement, each of the parties hereto wishes to set forth in this Agreement certain terms and conditions regarding the ownership of the Shares and to establish certain rights, restrictions and obligations of the Chicago Investors (defined below) with respect to the Shares.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I

CONFIDENTIALITY

1.1 Confidentiality.

(a) In furtherance of and not in limitation of any other similar agreement that Chicago, the Chicago Investors or any of their Representatives or Affiliates may have with the Company or its Subsidiaries or Washington or its Affiliates, each of Chicago and each Chicago Investor hereby agrees that all Confidential Information with respect to the Company, its Subsidiaries (including, for avoidance of doubt, Washington and its Subsidiaries from and after the Closing) and its and their businesses, finances and operations shall be kept confidential by Chicago, such Chicago Investor and their Representatives and shall not be disclosed by Chicago, such Chicago Investor and their Representatives in any manner whatsoever, except as expressly permitted by this Section 1.1(a). Any such Confidential Information may be disclosed:

(i) by Chicago or a Chicago Investor to (x) another Chicago Investor, (y) any of its Affiliates and (z) Chicago's or such Chicago Investor's or such Affiliate's respective directors, managers, officers, employees and authorized representatives (including attorneys, accountants, consultants, bankers and financial advisors thereof) (collectively, each of the Persons described in clauses (x), (y) and (z), "Representatives"), in each case, solely if and to the extent any Representative needs to be provided such Confidential Information to assist Chicago, such Chicago Investor or their Affiliates in evaluating or reviewing their existing investment in the Company, including in connection with the disposition thereof, and each Representative of Chicago or a Chicago Investor shall be deemed to be bound by the provisions of this Section 1.1(a) and Chicago or such Chicago Investor, as applicable, shall be responsible for any breach of this Section 1.1(a) by any such Representative to the same extent as if such breach had been committed by Chicago or such Chicago Investor, as applicable;

(ii) by Chicago, a Chicago Investor or any of their Representatives to the extent the Company expressly consents in writing; and

(iii) by Chicago, a Chicago Investor or their applicable Representative to the extent that Chicago, such Chicago Investor or such Representative has received advice from its counsel (including in-house counsel) that it is required by Applicable Law or requested by any Governmental Entity to disclose Confidential Information; provided, that prior to making such disclosure and to the extent permitted by Applicable Law and reasonably practicable, Chicago, such Chicago Investor or Representative, as the case may be, shall provide the Company with prompt written notice of such request or requirement so that the Company may seek, at its sole expense, an appropriate protective order and/or waive compliance with this Section 1.1, and in any event shall use commercially reasonable efforts to disclose only that portion of the Confidential Information as is, based on the advice of its counsel (including in-house counsel), so requested or required and use commercially reasonable efforts to obtain reasonable assurance that confidential treatment will be accorded the Confidential Information.

(b) Each of Chicago and the Chicago Investors hereby covenants and agrees that Chicago and such Chicago Investor shall not use Confidential Information with respect to the Company, its Subsidiaries (including, for avoidance of doubt, Washington and its Subsidiaries from and after the Closing) and its and their businesses, finances and operations other than in connection with evaluating or reviewing its investment in the Company, including any disposition thereof.

(c) Nothing herein shall restrict any disclosure (i) to the extent such disclosure occurs as part of Chicago's or any Chicago Investor's or their Affiliates' regular internal reporting, portfolio management process or investment committee participation and (ii) in connection with ordinary course fundraising, marketing, information or reporting activities or to Affiliates, investors, prospective investors, current or potential lenders or other financing sources, in each case so long as the recipients are subject to customary confidentiality obligations enforced by Chicago, such Chicago Investors or their Affiliates as applicable.

(d) The Company (i) acknowledges that certain Representatives of Chicago or the Chicago Investors (each, a "Dual Role Representative ") may serve as directors, managers, officers or employees of Chicago, portfolio companies of Chicago, the Chicago Investment Funds, the Chicago Investors or their respective Affiliates (each, an "Excluded Entity") and (ii) agrees that any such Excluded Entity will not be deemed to have received Confidential Information solely due to the dual role of any such Dual Role Representative, so long as such Dual Role Representative (A) does not provide or give access to Confidential Information to such Excluded Entity or any other director, manager, officer or employee thereof (other than a Dual Role Representative), (B) does not instruct, direct, induce or encourage such Excluded Entity or any other director, manager, officer or employee thereof to take any action that would violate this Section 1.1 if taken by Chicago, the Chicago Investors or their Representatives (including, for the avoidance of doubt, a Dual Role Representative), and (C) does not use any Confidential Information for the benefit of such Excluded Entity. Notwithstanding the foregoing, the Company acknowledges and agrees that (x) Chicago, the Chicago Investors, the Chicago Investment Funds, their Affiliates and certain of their respective employees and agents pursue, acquire, manage and serve on the boards of directors (or similar governing bodies) of companies that may be competitors or potential competitors to the Company or its Subsidiaries (including, for the avoidance of doubt, Washington and its Subsidiaries from and after the Closing), and that Chicago, the Chicago Investors, the Chicago Investment Funds and their Affiliates have gained and may gain general industry knowledge due to their ownership of equity interests in the Company (including, for the avoidance of doubt, Washington prior to the Closing), which cannot be separated from their overall knowledge, (y) general industry knowledge may be disclosed, divulged, revealed, communicated, shared, transferred or provided to any Person by Chicago, the Chicago Investors, the Chicago Investment Funds and their Affiliates in the ordinary course of business and (z) this Section 1.1 is not intended to restrict the ability of Chicago, the Chicago Investors, the Chicago Investment Funds and/or their Affiliates to compete with the Company and its Subsidiaries (including, for avoidance of doubt, Washington and its Subsidiaries from and after the Closing), but only to prohibit disclosure or use of Confidential Information as restricted hereby.

(e) Notwithstanding anything contained herein, the obligations of Chicago and each Chicago Investor under this Section 1.1 with respect to any particular Confidential Information shall terminate on the later of (i) the date that is the twenty-four (24)-month anniversary of the Closing and (ii) the date that is one year after receipt by the Chicago Investor of such Confidential Information pursuant to Section 2.3 of this Agreement.

ARTICLE II

TRANSFERS; STANDSTILL PROVISIONS; INFORMATION RIGHTS; PREEMPTIVE RIGHTS

2.1 Transfer Restrictions.

(a) Other than solely in the case of Permitted Transfers or with the Company's prior written consent (which such consent may be withheld in the Company's sole discretion), no Chicago Investor shall Transfer any Voting Securities (i) until the date that is the twelve (12)-month anniversary of the Closing (such date, the "First Lock-Up End Date"), (ii) in excess of 35.0% of the Shares in the aggregate until the date that is the fifteen (15)-month anniversary of the Closing (for the avoidance of doubt, excluding, for purposes of this calculation, any Permitted Transfers or Transfers with the Company's prior written consent) (such date, the "Second Lock-Up End Date"), or (iii) in excess of 50.0% of the Shares in the aggregate (inclusive of Shares Transferred under clause (ii)) until the date that is the eighteen (18)-month anniversary of the Closing (for the avoidance of doubt, excluding, for purposes of this calculation, any Permitted Transfers or Transfers with the Company's prior written consent) (such date, together with the First Lock-Up End Date and the Second Lock-Up End Date, the "Restrictive End Dates").

(b) "Permitted Transfers" mean, respectively, and subject to Section 2.1(i) (except with respect to Section 2.1(b)(i), (iii) and, except as expressly set forth therein, (iv) and (v)):

(i) a Transfer to the Company or any of its Subsidiaries, including pursuant to a share buyback, tender offer, exchange offer or similar transaction;

(ii) a Transfer by a Chicago Investor to a Permitted Transferee;

(iii) in the case of a Chicago Investor who is a natural person, a

Transfer required pursuant to a qualified domestic order, divorce settlement, divorce decree or otherwise;

(iv) following the First Lock-Up End Date, a Transfer by way of a distribution to the partners, members, owners or other equityholders of a Chicago Investor; provided, that (x) if the transferee is a Permitted Transferee, the Transfer must comply with Section 2.1(i) and (y) otherwise, the transferee must enter into an agreement with the Company concurrently with or prior to the closing of such Transfer, in form and substance reasonably satisfactory to the Company, to comply with Transfer restrictions set forth in this Section 2.1 until the expiration or inapplicability of the Restrictive End Dates; or

(v) following the First Lock-Up End Date, in the case of a Chicago Investor who is a natural person: (A) a Transfer for estate planning purposes to any trust, partnership, limited liability company or similar device or vehicle for the benefit of (1) such Chicago Investor or any immediate family member thereof or (2) Persons other than such Chicago Investor so long as one or more Chicago Investors controls the disposition and voting of the Shares held by such device or vehicle (provided that in the case of this clause (A), (x) if the transferee is a Permitted Transferee, the Transfer must comply with Section 2.1(i) and (y) otherwise, the transferee must enter into an agreement with the Company concurrently with or prior to the closing of such Transfer, in form and substance reasonably satisfactory to the Company, to comply with Transfer restrictions set forth in this Section 2.1 until the expiration or inapplicability of the Restrictive End Dates); (B) a Transfer by will, testamentary document or intestate succession relating to such Chicago Investor; or (C) a Transfer that is a bona fide gift to a charitable organization or educational institution (provided that Transfers pursuant to this clause (C) shall not exceed in the aggregate more than 1% of the total number of Company Common Stock that is issued and outstanding at the time of such gift); provided, that in the case of clauses (B) and (C), the transferee must enter into an agreement with the Company concurrently with or prior to the closing of such Transfer, in form and substance reasonably satisfactory to the Company, to comply with Transfer restrictions set forth in this Section 2.1 until the expiration or inapplicability of the Restrictive End Dates.

(c) Notwithstanding anything to the contrary contained herein or in the Registration Rights Agreement, including the expiration or inapplicability of any of the Restrictive End Dates, until the Termination Date, no Chicago Investor shall Transfer any Voting Securities:

(i) in one or more transactions, other than a Transfer to a Permitted Transferee, in which any Person or Group, after giving effect to such Transfer(s), would, to such Chicago Investor's knowledge (after reasonable inquiry based on publicly available information), Beneficially Own 7.5% or more of the Total Voting Power or the Total Economic Interest;

(ii) to a Person that, to such Chicago Investor's knowledge (after reasonable inquiry based on publicly available information), is a Competitor; or

(iii) to a Person that, to such Chicago Investor's knowledge (after reasonable inquiry based on publicly available information), is an Activist;

except, (I) in the case of clause (iii) above and without prejudice to Section 2.1(d), in a Transfer solely to participate in a tender offer, exchange offer or similar transaction commenced by a third party (for the avoidance of doubt, not in violation of this Agreement) and (II) in each case of clauses (i), (ii) or (iii) above, (A) in a Transfer that is effected pursuant to an exercise of the registration rights under, and in compliance with the terms of, the Registration Rights Agreement (including any "block trade" registered under the Securities Act) or transactions pursuant to Rule 144 under the Securities Act (including Transfers to any investment bank or its Affiliate in its capacity as an underwriter, placement agent, broker, dealer or similar capacity in connection therewith), as long as the applicable Chicago Investor has directed the applicable investment bank or its Affiliate, in each case in its capacity as an underwriter, placement agent, broker, dealer or similar capacity in connection with the Transfer, to solicit purchasers broadly, or (B) in the case of any Chicago Investor that is an investment fund, vehicle or holding company, following the First Lock-Up End Date pursuant to a distribution of its Voting Securities to its underlying investors pursuant to the terms of the agreement governing such investment fund, vehicle or holding company; provided, that in the case of a Transfer pursuant to this clause (II)(B), (x) if the transferee is a Permitted Transferee, the Transfer must comply with Section 2.1(i) and (y) otherwise, the transferee must enter into an agreement with the Company concurrently with or prior to the closing of such Transfer, in form and substance reasonably satisfactory to the Company, to comply with Transfer restrictions set forth in this Section 2.1 until the expiration or inapplicability of the Restrictive End Dates.

(d) The restrictions set forth in Section 2.1(a) or (c) shall not apply to Transfers of Voting Securities pursuant to any sale, merger, consolidation, acquisition (including by way of tender offer or exchange offer or share exchange), recapitalization or other business combination involving the Company or any of its Subsidiaries pursuant to which more than fifty percent (50%) of the Voting Securities or the consolidated total assets of the Company would be acquired or received by any Person (other than the Company or its Subsidiaries) in one or a series of related transactions.

(e) Each Chicago Investor agrees to provide written notification to the Company within five (5) Business Days after the end of each month in which it has Transferred any Voting Securities, including the number of Voting Securities Transferred by such Chicago Investor during the previous month and (other than (i) a Transfer that is effected pursuant to an exercise of the registration rights under, and in compliance with the terms of, the Registration Rights Agreement (including any "block trade" registered under the Securities Act) or transactions pursuant to Rule 144 under the Securities Act or (ii) any other Transfer in which the identity of the Transferees is not reasonably ascertainable by such Chicago Investor) the identity of any Transferee; provided, that any public disclosure (including pursuant to the Exchange Act or the Securities Act) regarding a Transfer will be deemed to have satisfied such notification obligations pursuant to this sentence with respect to such Transfer.

(f) The right of the Chicago Investors or any of their respective Affiliates to Transfer Voting Securities Beneficially Owned by such Person is subject to the restrictions set forth in this Section 2.1, and no Transfer by any Person of Voting Securities Beneficially Owned by such Person may be effected except in compliance with this Section 2.1. Any Transfer or attempted Transfer of Voting Securities in violation of this Agreement shall be of no effect and null and void *ab initio*, regardless of whether the purported Transferee has any actual or constructive knowledge of the Transfer restrictions set forth in this Agreement, and the Company may determine not to, and may instruct its transfer agent and other third parties not to, record or recognize any such purported transaction on the share register of the Company. Without limiting the foregoing, and notwithstanding anything herein to the contrary, each Chicago Investor agrees that it will not Transfer any Voting Securities, except pursuant to an effective registration statement under, and in compliance with the requirements of, the Securities Act, or pursuant to an available exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and, as and if applicable, in compliance with any applicable state and foreign securities Laws.

(g) Any certificates for Shares shall bear a legend or legends (and appropriate comparable notations or other arrangements will be made with respect to any uncertificated shares) referencing restrictions on Transfer of such Shares under the Securities Act and under this Agreement, which legend shall state in substance the following. The first paragraph of such legend is referred to as the "Securities Act Legend" and the second paragraph of such legend is referred to as the "Lock-Up Legend".

"THE SECURITIES EVIDENCED BY THIS CERTIFICATE MAY NOT BE OFFERED OR SOLD, TRANSFERRED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED OF EXCEPT (I) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), (II) TO THE EXTENT APPLICABLE, PURSUANT TO RULE 144 UNDER THE SECURITIES ACT, OR (III) PURSUANT TO AN AVAILABLE EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT, AND IN COMPLIANCE WITH ALL APPLICABLE STATE AND FOREIGN SECURITIES LAWS.

THE SECURITIES EVIDENCED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON TRANSFER SET FORTH IN A SHAREHOLDERS AGREEMENT, DATED AS OF JANUARY 9, 2026, BY AND AMONG THE COMPANY AND CERTAIN OTHER PARTIES THERETO (A COPY OF WHICH IS ON FILE WITH THE SECRETARY OF THE COMPANY)."

(h) Notwithstanding Section 2.1(g), upon request from the holder of any certificate(s) (or book-entry position) for Shares, the Company shall promptly provide or cause to be provided to such holder new certificates (or evidence of a book-entry position) for a like number of Shares and such certificates or book-entry positions shall (i) not bear the Lock-Up Legend if at such time the restrictions under Section 2.1(a) are no longer applicable or have been waived with respect to such Shares and (ii) not bear the Securities Act Legend, if (x) such holder provides the Company with an opinion of counsel (including in-house counsel), which opinion is reasonably satisfactory in form and substance to the Company and its counsel, that the restriction under the Securities Act referenced in such legend (or such notations or arrangements) is no longer required in order to ensure compliance with the Securities Act or (y) if the applicable Transfer of such Shares is registered pursuant to an effective registration statement.

(i) Without limiting any of the foregoing provisions, no Chicago Investor shall Transfer any Voting Securities to any Permitted Transferee, whether before or after the Restrictive End Dates, unless such Permitted Transferee becomes a party to and fully subject to and bound by this Agreement to the same extent as the Chicago Investor by executing and delivering a joinder to this Agreement in the form attached as Exhibit A hereto. Additionally, any Transfer of Voting Securities to a Permitted Transferee shall require, prior to the consummation of such Transfer, an irrevocable guarantee provided by such Permitted Transferee, reasonably satisfactory to the Company, that such Permitted Transferee shall be responsible for its *pro rata* portion (based on the total number of Shares held by such Permitted Transferee after giving effect to the Transfer relative to the total number of Shares) of the Chicago Aggregator's remaining obligations (if any) pursuant to Section 2.8(d) and Section 8.6 of the Transaction Agreement.

2.2 Standstill Provisions.

(a) During the Standstill Period, each of the Chicago Investors and Chicago shall not, directly or indirectly, and shall not permit, authorize or direct any of their controlled Affiliates, or Representatives acting on their behalf or direction, or, in the case of Chicago, any Chicago Investment Fund, directly or indirectly, to:

(i) excluding any acquisition in accordance with Section 2.1 or Section 2.4 hereof, acquire, agree to acquire, publicly propose or offer to acquire, facilitate the acquisition or ownership of, or solicit the acquisition of, by purchase, tender or exchange offer, through the acquisition of control of another Person (including by way of merger or consolidation), by joining a partnership, syndicate or other Group, through the use of a derivative instrument or voting agreement, or otherwise, Beneficial Ownership of any Voting Securities, or securities of the Company that are convertible, exchangeable or exercisable for or into Voting Securities, other than as a result of any stock split, stock dividend, subdivision, recapitalization, reorganization of Voting Securities or similar corporate action effected by the Company;

(ii) deposit any Voting Securities into a voting trust or similar Contract or subject any Voting Securities to any voting agreement, pooling arrangement or similar arrangement or other Contract (other than under the terms of the organizational documents of the Chicago Aggregator or other than solely between or among Chicago Investors and/or any Chicago Investment Funds and/or their respective Affiliates);

(iii) enter, agree to enter, publicly propose or offer to enter into, or knowingly facilitate any merger, business combination, recapitalization, restructuring, change in control transaction, sale of all or a material portion of the assets of the Company or any of its Subsidiaries or other similar extraordinary transaction involving the Company or any of its Subsidiaries (unless such transaction is affirmatively publicly recommended by the Board and there has otherwise been no breach of this Section 2.2 in connection with or relating to such transaction);

(iv) make, or in any way participate or engage in, any "solicitation" of "proxies" (as such terms are used in the proxy rules of the Commission) to vote, or advise or knowingly influence, any Person with respect to the voting of, any Voting Securities;

(v) call or seek to call a meeting of the shareholders of the Company or initiate any shareholder proposal for action by shareholders of the Company, including action by written consent;

(vi) otherwise act, alone or in concert with others, to seek to control or materially influence the management or the policies of the Company;

(vii) form, join or in any way knowingly participate in a Group (other than with its Permitted Transferee that is bound by the restrictions of this Section 2.2(a) or a Group which consists solely of the Chicago Investors and/or the Chicago Investment Funds and/or their respective Affiliates, with respect to any Voting Securities);

(viii) publicly disclose any intention, plan, arrangement or other Contract prohibited by, or inconsistent with, the foregoing; or

(ix) publicly (or in a manner that would reasonably be expected to require public disclosure by the Company) request the Company to amend or waive any provision of this Section 2.2 (including this Section 2.2(a)(ix)).

(b) Notwithstanding anything herein to the contrary, the prohibitions in this Section 2.2 shall not prohibit or restrict: (i) Chicago, any Chicago Investor or any of their Affiliates from making any disclosure Chicago, such Chicago Investor or such Affiliate reasonably believes, based on the advice of its counsel (including in-house counsel), is required pursuant to Applicable Law (excluding any requirement created by any actions undertaken by Chicago, any Chicago Investor or any of their controlled Affiliates or their Representatives); (ii) acquisitions by Chicago, any Chicago Investor or any of their Affiliates made as a result of a stock split, stock dividend, reorganization, recapitalization, reclassification, combination, exchange of shares or other like change, in each case approved or recommended by the Board; (iii) acquisitions by Chicago, the Chicago Investors and any of their Affiliates, in the aggregate, of less than one percent (1%) of the Voting Securities made in connection with a *bona fide* transaction or series of related transactions in which Chicago, any Chicago Investor or any of their Affiliates acquire a previously unaffiliated business entity that Beneficially Owns Voting Securities, or securities of the Company that are convertible, exchangeable or exercisable for or into Voting Securities, at the time of the consummation of such acquisition; (iv) Chicago, any Chicago Investor or any of their Affiliates from making any confidential proposal to the Company or the Board, so long as the making or receipt of such proposal would not reasonably be expected to require the Company, Chicago, the Chicago Investor or any of their Affiliates to make any public disclosure; and (v) for the avoidance of doubt, the consummation of the transactions contemplated by the Transaction Agreement.

(c) "Standstill Period" means the period commencing from the date hereof and ending (x) in the case of Sections 2.2(a)(vi) or 2.2(a)(viii) (solely to the extent related to Section 2.2(a)(vi)), on the earlier of (i) the second anniversary of the Closing and (ii) the date on which the Chicago Investors, in the aggregate, Beneficially Own five percent (5.0%) or less of the total outstanding Voting Securities and (y) in all other cases as used in this Agreement and the Registration Rights Agreement, on the date on which the Chicago Investors, in the aggregate, Beneficially Own five percent (5.0%) or less of the total outstanding Voting Securities.

2.3 Information Rights.

(a) During the Standstill Period, upon the written request from any Chicago Investor or its Representatives, the Company shall, and shall cause its Subsidiaries to, provide such Chicago Investor, in addition to other information that might be reasonably requested by such Chicago Investor from time to time, (i) regularly prepared quarter-end reports, to be provided within such number of days after the end of each quarter as required to comply with SEC requirements (provided, that this clause (i) shall be deemed to be satisfied if a 10-K or 10-Q covering such quarter is filed by the Company within the time period required by the Exchange Act), (ii) information with respect to the status of the integration of Washington and its Subsidiaries into the Company's operations following the Closing, (iii) reasonable access to (x) the Company's Chief Executive Officer, Chief Financial Officer and Chief Operating Officer, (y) the Company's Chairman of the Board and Chair of the Audit Committee of the Board to the extent appropriate depending on the topic of the inquiry from any Chicago Investor or its Representatives, and (z) such other appropriate members of management and directors of the Company, in each case at such reasonable times and upon reasonable prior notice as may be requested by the Chicago Investors for consultation with respect to matters relating to the business, financial statements and affairs of the Company and its Subsidiaries, and (iv) to the extent otherwise prepared by the Company, operating and capital expenditure budgets, transaction volume and trends by segment, and periodic information packages relating to the operations and cash flows of the Company and its Subsidiaries, provided, that the Company shall not be obligated to disclose information or provide access that it reasonably and in good faith considers to (A) violate the contractual rights of its customers in any material respect, (B) be a trade secret or competitively sensitive information, (C) jeopardize the attorney- client privilege, attorney work product protection or other legal privilege if disclosed (in which case the Company shall use its commercially reasonable effort to provide information to the maximum extent possible without jeopardizing such privilege) or (D) violate Applicable Law.

(b) The Company acknowledges that the Chicago Investors may from time to time not wish to receive material non-public information with respect to the Company, its Affiliates or their securities (such information, the "MNPI Information"). Notwithstanding anything contained herein, the Company shall not provide MNPI Information to the Chicago Investors if, and for such time, as the Chicago Investors have expressly notified the Company in writing that the Chicago Investors do not want to receive such information (such notice, the "MNPI Notice"); provided that, any MNPI Information not furnished by the Company due to an MNPI Notice shall be promptly provided to the Chicago Investors upon their written request.

2.4 Preemptive Rights.

(a) Each Chicago Investor's "Preemptive Share Percentage" shall be equal to a fraction (i) the numerator of which is the number of shares of Company Common Stock held by such Chicago Investor on the date of the Company's written notice pursuant to Section 2.4(b) and (ii) the denominator of which is the aggregate number of shares of Company Common Stock outstanding on such date.

(b) In the event the Company proposes to undertake an issuance of Voting Securities, or securities of the Company that are convertible, exchangeable or exercisable for or into Voting Securities, to any Related Party, other than in an Exempt Issuance, it shall give each Chicago Investor prompt written notice of its intention describing in reasonable detail the number and type of securities proposed to be issued (the "Offered Securities"), the cash price therefor, the expected date of closing of such issuance of the Offered Securities (which shall be at least fifteen (15) days after the date of delivery of such notice) and the general terms upon which the Company proposes to issue the same; provided, that following the delivery of such notice, the Company shall deliver to each Chicago Investor any such information the Chicago Investors may reasonably request in order to evaluate the proposed issuance, except that the Company shall not deliver any MNPI Information if it has received an MNPI Notice that has not been withdrawn, and the Company shall not be required to deliver to the Chicago Investors any information that has not been or will not be provided to the proposed purchasers of the Offered Securities; provided further that any MNPI Information not furnished by the Company due to an MNPI Notice shall be promptly provided to the Chicago Investors upon their written request. Each Chicago Investor shall have ten (10) days from the date of receipt of any such notice to agree to purchase any or all of such Chicago Investor's Preemptive Share Percentage of such Offered Securities at the price and upon the general terms specified in the Company's notice, by such Chicago Investor delivering written notice to the Company and stating therein the quantity of Offered Securities to be purchased. Upon the issuance of any Offered Securities to any Related Party, the Company shall issue to each participating Chicago Investor such number of Offered Securities, on the same terms or terms no less favorable in any material respect than those offered to any Related Party, as was designated in the written notice therefor delivered to the Company in accordance with this Section 2.4, against payment in full for such Offered Securities.

(c) In the event any Chicago Investor fails to exercise, within such ten (10) day period, the right to acquire its full Preemptive Share Percentage of the Offered Securities offered, the Company shall have ninety (90) days to sell or enter into an agreement to sell (pursuant to which the sale of Offered Securities covered thereby shall be closed, if at all, within one hundred and twenty (120) days from the date of such agreement) all such Offered Securities for which such preemptive rights were not exercised, at a price and upon terms not more favorable in the aggregate to the Related Parties thereof as was specified in the Company's notice delivered pursuant to Section 2.4(b). In the event the Company has not (i) sold or issued, or entered into any agreement to sell, all such Offered Securities within such ninety (90) day period or (ii) if the Company so entered into an agreement to sell all such Offered Securities, sold and issued all such Offered Securities within one hundred and twenty (120) days from the date of such agreement, the Company shall not thereafter issue or sell any Offered Securities to any Related Party without first again offering such securities to the Chicago Investors in the manner provided in this Section 2.4.

(d) The election by Chicago Investors not to exercise its preemptive rights under this Section 2.4 in any one instance shall not affect their right as to any subsequent proposed issuance.

(e) In the case of an issuance subject to this Section 2.4 for consideration in whole or in part other than cash, including securities acquired in exchange therefor (other than securities by their terms so exchangeable), the consideration other than cash shall be reasonably determined by the Board in good faith.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of Chicago and the Chicago Investors. Each of Chicago and the Chicago Aggregator represents and warrants to the Company (and each other Chicago Investor, severally and not jointly, represents and warrants to the Company pursuant to the joinder agreement through which such Chicago Investor is becoming a party to this Agreement) as follows:

(a) In the case of a Chicago Investor, it: (i) is acquiring the Shares for its own account, solely for investment and not with a view toward, or for sale in connection with, any distribution thereof in violation of the Securities Act or any foreign, federal, state or local securities or "blue sky" Laws, or with any present intention of distributing or selling such Shares in violation of any such Laws, (ii) has such knowledge and experience in financial and business matters and in investments of this type that it is capable of evaluating the merits and risks of its investment in the Shares and of making an informed investment decision, (iii) is an "accredited investor" within the meaning of Rule 501 of Regulation D under the Securities Act, (iv) understands that the Shares may not be Transferred except pursuant to the registration provisions of the Securities Act (and in compliance with any other Applicable Law) or pursuant to an applicable exemption therefrom, (v) has carefully considered the potential risks relating to the Company and the acquisition of the Shares, (vi) is familiar with the business and financial condition, properties, operations and prospects of the Company and has had the opportunity to ask questions of, and receive answers from the Company concerning the terms and conditions of the investment and to obtain additional information (to the extent the Company possessed such information or could acquire it without unreasonable effort or expense) necessary to verify the accuracy of any information furnished to such Chicago Investor or to which such Chicago Investor has had access, and (vii) has made, either alone or together with its advisors, such independent investigation of the Company as such Chicago Investor deems to be, or its advisors deem to be, necessary or advisable in connection with this investment.

(b) It is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its organization. It has all requisite power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

(c) The execution and delivery by it of this Agreement and the performance by it of its obligations under this Agreement do not and will not conflict with or violate any provision of, or require the consent or approval of any Person (except for any such consents or approvals which have been obtained) under, (x) Applicable Law, (y) its organizational documents or (z) any Contract or agreement to which it is a party.

(d) The execution and delivery by it of this Agreement and the performance by it of its obligations under this Agreement have been duly authorized by all necessary corporate or other analogous action on its part and does not require any corporate or other action on the part of any trustee or beneficial or record owner of any equity interest in such Chicago Investor, other than those which have been obtained prior to the date hereof and are in full force and effect.

(e) This Agreement has been duly executed and delivered by it and, assuming the due authorization, execution and delivery by the other parties hereto, constitutes a legal, valid and binding obligation of it, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other Laws of general applicability relating to or affecting creditors' rights and to general principles of equity.

(f) It does not Beneficially Own any Voting Securities, other than any Voting Securities initially acquired by the Chicago Aggregator pursuant to the Transaction Agreement and the Shares contributed to it by the other direct and indirect equityholders of Washington at the Closing.

(g) There are no voting trusts, shareholder agreements, proxies or other agreements in effect pursuant to which it has a contractual obligation with respect to the voting or Transfer of any Voting Securities or which are otherwise inconsistent with or conflict with any provision of this Agreement.

(h) As of the date of this Agreement, the Chicago Aggregator Beneficially Owns the number of Shares set forth next to its name on Schedule A.

3.2 Representations and Warranties of the Company. The Company hereby represents and warrants to the Chicago Investors and Chicago as follows:

(a) The Company is a corporation, duly incorporated, validly existing and in good standing under the Laws of the State of Georgia. The Company has all requisite power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

(b) The execution and delivery by the Company of this Agreement and the performance of the obligations of the Company under this Agreement do not and will not conflict with or violate any provision of, or require the consent or approval of any Person (except for any such consents or approvals which have been obtained) under, (x) Applicable Law, (y) the organizational documents of the Company or (z) any Contract or agreement to which the Company is a party.

(c) The execution and delivery by the Company of this Agreement and the performance of the obligations of the Company under this Agreement have been duly authorized by all necessary corporate action on the part of the Company.

(d) This Agreement has been duly executed and delivered by the Company and, assuming the due authorization, execution and delivery by the other parties hereto, constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to bankruptcy, insolvency and other Laws of general applicability relating to or affecting creditors' rights and to general principles of equity.

ARTICLE IV

DEFINITIONS

4.1 Defined Terms. Capitalized terms when used in this Agreement have the following meanings:

"Activist" means, as of any date of determination, (i) any Person that has, directly or indirectly, including through its Affiliates, whether individually or as a member of a Group, within the three (3)-year period immediately preceding such date of determination, (A) made, engaged in or been a participant in any "solicitation" of "proxies" (as such terms are defined under Regulation 14A under the Exchange Act) to vote, or advise or knowingly influence any Person with respect to the voting of, any equity securities of any company, in connection with a proposed change of control or other extraordinary or fundamental transaction, or a proposal for the election or replacement of directors, not approved (at the time of the first such proposal) by the board of directors of such company, (B) called, or publicly sought to call, a meeting of the shareholders of any company for action by shareholders of any company, in each case not approved (at the time of the first such action) by the board of directors of such company, (C) commenced a "tender offer" (as such term is used in Regulation 14D under the Exchange Act) to acquire the equity securities of any company that was not approved (at the time of commencement) by the board of directors of such company in a Schedule 14D-9 filed under Regulation 14D under the Exchange Act, or (D) publicly disclosed any intention, plan, arrangement or other contract to do any of the foregoing or (ii) any Person listed on Schedule B hereto.

"Affiliate" means, with respect to any Person, any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person; provided, however, that notwithstanding the foregoing, an Affiliate of a Chicago Investor or Chicago shall not include any portfolio company or investment of any such Chicago Investor, Chicago or any Chicago Investment Fund or any limited partners of such Chicago Investor, Chicago or any Chicago Investment Fund. Additionally, the Company and its Subsidiaries shall be deemed to not be an Affiliate of Chicago, the Chicago Investors, the Chicago Investment Funds or any of their Affiliates.

"Applicable Law" means, with respect to any Person, any Law applicable to such Person, its assets, properties, operations or business.

"Beneficial Owner", "Beneficially Own" or "Beneficial Ownership" has the meaning assigned to such term in Rule 13d-3 under the Exchange Act, and a Person's beneficial ownership of securities shall be calculated in accordance with the provisions of such Rule (in each case, irrespective of whether or not such Rule is actually applicable in such circumstance).

"Board" means the Board of Directors of the Company.

"Business Day" means any day, other than a Saturday, Sunday, or day on which commercial banks are required or authorized to be closed in New York, New York or Atlanta, Georgia.

"Chicago Investment Fund" means any investment fund, investment vehicle or other account that is, directly or indirectly, managed or advised by Chicago or any of its Affiliates.

"Chicago Investors" means (i) the Chicago Aggregator, (ii) any Permitted Transferee of the Chicago Aggregator to which Shares are Transferred by such Person in compliance with the terms of this Agreement, and (iii) any Permitted Transferee of any of the Persons included in clause (ii) of this definition to which Shares are Transferred by such Person in compliance with the terms of this Agreement.

"Closing" has the meaning set forth in the Transaction Agreement.

"Competitive Services" means the provision of merchant acquiring and payment processing services and software.

"Competitor" means any Person that is engaged, wholly or in part, in Competitive Services and generated at least twenty-five percent (25%), and in no event less than $ 100.0 million, of the total revenues, for the most recent completed fiscal year, of such Person and its direct and indirect Subsidiaries from the provision of Competitive Services, and excluding, for the avoidance of doubt, any investment bank or any Affiliate in its capacity as an underwriter, placement agent, broker, dealer or similar function.

"Confidential Information" means any and all non-public information (irrespective of the form of communication, and irrespective of whether obtained prior to or after the date hereof), in whatever form or medium, concerning the Company or any of its Subsidiaries (including Washington and its Subsidiaries from and after the Closing), including, without limitation, the Company's or its Subsidiaries' clients, customer lists, business contacts, business plans, policies, procedures, techniques, know-how, standards, products, source or object code, product or service specifications, information regarding technology applications and interfaces, manuals, agreements, economic and financial information, marketing plans, data reports, analyses, compilations, statistics, summaries, studies, and any other materials or information, or any notes, compilations, analyses or other materials to the extent based thereon, whether written or oral, furnished directly or indirectly by the Company or any of its Representatives to Chicago, a Chicago Investor or any of their Representatives, other than information which (i) was or becomes publicly available other than as a result of a disclosure by Chicago, a Chicago Investor or any of their Representatives, (ii) was or becomes available to Chicago, a Chicago Investor or any of their Representatives on a non-confidential basis from a source other than the Company or its Representatives, provided, that such source is not known by Chicago or such Chicago Investor or such Representatives to be bound by a confidentiality agreement or other obligation of confidentiality with the Company with respect to such information, (iii) was within Chicago's or such Chicago Investor's possession prior to it being furnished (other than information with respect to Washington and its Subsidiaries that was in Chicago's or a Chicago Investor's or its Representatives' possession prior to the date of this Agreement), provided, that the source of such information was not known by Chicago or any Chicago Investor or their applicable Representatives to be subject to a confidentiality agreement or other obligation of confidentiality in respect thereof, or (iv) is independently developed by Chicago or a Chicago Investor or their Representatives on their behalf without the use or benefit of or reference to the Confidential Information. Subject to clauses (i) through (iv) above, Confidential Information also includes all non-public information previously provided by the Company or its Representatives to Chicago and any Chicago Investor under the Confidentiality Agreement.

"Confidentiality Agreement" means that certain amended and restated Confidentiality Agreement, dated as of March 14, 2025, by and among Fidelity National Information Services, Inc., the Company and Washington, with Chicago, the Chicago Investment Funds and the Chicago Aggregator specified as representatives of Washington thereunder, together with that certain Clean Team Confidentiality Agreement, dated March 19, 2025, by and among the Company, Fidelity National Information Services, Inc. and Washington.

"Contract" means any legally binding contract, tender, lease, license, commitment, loan or credit agreement, indenture or agreement.

"control" means, including, with correlative meanings, the terms "controlled by" and "under common control with," as used with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by Contract or otherwise.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Exempt Issuance" means an offer, sale or issuance of Voting Securities (or securities of the Company that are convertible, exchangeable or exercisable for or into Voting Securities): (i) in connection with any direct or indirect merger, acquisition, reorganization, consolidation, business combination or similar transaction involving the Company or any of its Subsidiaries; (ii) in exchange for or upon the exercise or conversion of any options, warrants, convertible notes or similar rights or derivative securities that are or may become convertible into or exercisable or exchangeable for shares of Voting Securities (or securities of the Company that are convertible, exchangeable or exercisable for or into Voting Securities) and are issued and outstanding on the date of this Agreement or issued after the date of this Agreement in compliance with Section 2.4; (iii) in connection with any stock split, stock dividend, subdivision, recapitalization, reorganization of Voting Securities (or securities of the Company that are convertible, exchangeable or exercisable for or into Voting Securities) or similar corporate action effected by the Company; or (iv) in connection with the granting or issuance of Voting Securities (or securities of the Company that are convertible, exchangeable or exercisable for or into Voting Securities) to directors, officers or employees of the Company (x) under employee benefit plans, programs or other employment arrangements of the Company or (y) upon the exercise of stock options, the vesting and settlement of restricted stock unit awards, and the vesting and/or settlement of other awards granted under any such employee benefit plan, program or arrangement of the Company.

"Governmental Entity" means any federal, national, state, local, tribal, supranational or foreign government or any court, tribunal or judicial or arbitral body of competent jurisdiction, administrative agency or commission or other federal, national, state, local, tribal, supranational or foreign governmental authority or instrumentality.

"Group" has the meaning assigned to such term in Section 13(d)(3) of the Exchange Act.

"Law" means any federal, national, state, local, tribal, supranational or foreign law, statute, code, order, ordinance, mandate, guidance, rule, regulation or treaty (including any Tax (as defined in the Transaction Agreement) treaty and common law), in each case, issued, enacted, adopted, promulgated, implemented or otherwise put into effect by a Governmental Entity in any relevant jurisdiction.

"Lead Chicago Investor" means (i) initially, the Chicago Aggregator, (ii) following the dissolution or liquidation of the Chicago Aggregator and so long as GTCR Fund XIII/B LP, GTCR Fund XIV/B LP or any of their respective Affiliates hold, directly or indirectly, any Shares, GTCR Fund XIII/B LP and GTCR Fund XIV/B LP, acting jointly, so long as such entity or one of its Affiliates is a Chicago Investor, and (iii) following the dissolution or liquidation of the Chicago Aggregator, and GTCR Fund XIII/B LP, GTCR Fund XIV/B LP and any of their respective Affiliates ceasing to hold, directly or indirectly, any Shares, holders of a majority of all Shares held by the Chicago Investors.

"Permitted Transferee" means, with respect to any Chicago Investor, any Affiliate of such Chicago Investor that becomes a party to and fully subject to and bound by this Agreement to the same extent as the Transferor by executing and delivering a joinder to this Agreement in the form attached hereto as Exhibit A.

"Person" means any individual, firm, corporation, partnership, limited liability company, trust, joint venture, Governmental Entity or other entity.

"Registration Rights Agreement" means that certain registration rights agreement, dated the date hereof, by and between the Company and the Chicago Aggregator.

"Related Party" or "Related Parties" means (i) any of Silver Lake Partners VI DE (AIV), L.P., Silver Lake Alpine II, L.P. or any their respective Affiliates and (ii) any Beneficial Owner of more than two-and-a-half percent (2.5%) of the Company's Voting Securities or securities convertible into or exchangeable or exercisable for more than two-and-a-half percent (2.5%) of the Company's Voting Securities, whether individually or if together with other Persons who are Affiliates of the Company and acting in concert with such Person or forming a Group with such Person such Persons would collectively own more than two-and-a-half percent (2.5%) of the Company's Voting Securities or securities convertible into or exchangeable or exercisable for more than two-and-a-half percent (2.5%) of the Company's Voting Securities, but excluding any index fund or any investor who (x) is not an Affiliate of the Company and (y) has not filed a Schedule 13D under the Exchange Act and who would be acquiring Voting Securities (or securities of the Company that are convertible, exchangeable or exercisable for or into Voting Securities) in a registered underwritten offering of Voting Securities (or securities of the Company that are convertible, exchangeable or exercisable for or into Voting Securities) under the Securities Act.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Subsidiary" means, with respect to any Person, any corporation, partnership, limited liability company or other entity, whether incorporated or unincorporated, of which such first Person directly or indirectly owns or controls at least a majority of the securities or other interests having by their terms ordinary voting power to elect a majority of the board of directors or others performing similar functions.

"Termination Date" means the date on which the Chicago Investors, in the aggregate, Beneficially Own less than five percent (5.0%) of the Total Voting Power or the Total Economic Interest.

"Total Economic Interest" means, as of any date of determination, the total economic interests of all Voting Securities then outstanding. The percentage of the Total Economic Interest Beneficially Owned by any Person as of any date of determination is the percentage of the Total Economic Interest then Beneficially Owned by such Person, including giving effect to any swaps or any other agreements, transactions or series of transactions, whether any such swap, agreement, transaction or series of transactions is to be settled by delivery of securities, in cash or otherwise.

"Total Voting Power" means, as of any date of determination, the total number of votes that may be cast in the election of directors of the Company if all Voting Securities then outstanding were present and voted at a meeting held for such purpose. The percentage of the Total Voting Power Beneficially Owned by any Person as of any date of determination is the percentage of the Total Voting Power of the Company that is represented by the total number of votes that may be cast in the election of directors of the Company by Voting Securities then Beneficially Owned by such Person.

"Transfer" means (i) any direct or indirect offer, sale, lease, assignment, encumbrance, pledge, hypothecation, disposition or other transfer (by operation of Law or otherwise), either voluntary or involuntary, or entry into any contract, option or other arrangement or understanding with respect to any offer, sale, lease, assignment, encumbrance, pledge, hypothecation, disposition or other transfer (by operation of Law or otherwise), of any capital stock or interest in any capital stock or (ii) in respect of any capital stock or interest in any capital stock, entry into any swap, put option, derivative, or any other agreement, transaction or series of transactions that hedges or transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of such capital stock or interest in capital stock, whether any such swap, derivative, put option, agreement, transaction or series of transactions is to be settled by delivery of securities, in cash or otherwise; provided, however, that the following shall not be considered a "Transfer": (1) entering into a voting or support agreement (with or without granting a proxy) in support of any merger, consolidation or other business combination of the Company that has been approved by the Board, whether effectuated through one transaction or series of related transactions (including a tender offer followed by a merger); (2) the grant of a proxy to officers or directors of the Company at the request of the Board in connection with actions to be taken at a general or special meeting of stockholders; or (3) the pledge of shares of the Company by a shareholder that creates a mere security interest in such shares pursuant to a bona fide loan or indebtedness transaction so long as such stockholder continues to exercise voting control over such pledged shares and such pledged shares are not transferred to or registered in the name of the pledgee; provided, however, that the consummation of a foreclosure on such shares by the pledgee shall constitute a "Transfer".

"Transferor" means a Person that Transfers or proposes to Transfer; and "Transferee" means a Person to whom a Transfer is made or is proposed to be made.

"Voting Securities" means shares of Company Common Stock and any other securities of the Company entitled to vote generally in the election of directors of the Company.

4.2 Interpretation. Whenever used: the words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation," and the words "hereof" and "herein" and similar words shall be construed as references to this Agreement as a whole and not limited to the particular Article, Section, Annex, Exhibit or Schedule in which the reference appears. Unless the context otherwise requires, references herein: (x) to Articles, Sections, Annexes, Exhibits and Schedules mean the Articles, Sections and Annexes of, and Exhibits and Schedules attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. References to "$" or "dollars" means United States dollars. Any reference in this Agreement to any gender shall include all genders. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms. The Annexes, Exhibits and Schedules referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein. The headings of the Articles and Sections are for convenience of reference only and do not affect the interpretation of any of the provisions hereof. If, and as often as, there is any change in the outstanding shares of Company Common Stock by reason of stock dividends, splits, reverse splits, spin-offs, split-ups, mergers, reclassifications, reorganizations, recapitalizations, combinations or exchanges of shares and the like, appropriate adjustment shall be made in the provisions of this Agreement so as to fairly and equitably preserve, as far as practicable, the rights and obligations set forth herein that continue to be applicable on the date of such change. Any reference to "written" or "in writing" includes electronic form, including e-mail. To the extent that this Agreement requires an Affiliate or Subsidiary of any party to take or omit to take any action, such covenant or agreement includes the obligation of such party to cause such Affiliate or Subsidiary to take or omit to take such action. No rule of construction against the draftsperson shall be applied in connection with the interpretation or enforcement of this Agreement, as this Agreement is the product of negotiation between sophisticated parties advised by counsel.

ARTICLE V

MISCELLANEOUS

5.1 Term. Unless otherwise specified herein, this Agreement will be effective as of the Closing and shall automatically terminate on the Termination Date, provided that (a) the obligations under Section 1.1 shall continue in accordance with Section 1.1(e) and (b) Article IV and this Article V shall survive indefinitely.

5.2 Notices.

(a) All notices and other communications to be given to any party hereunder shall be sufficiently given for all purposes hereunder if in writing and delivered by hand, courier or overnight delivery service, or five (5) days after being mailed by certified or registered mail, return receipt requested, with appropriate postage prepaid, or when received in the form of an email transmission (unless the sender receives a failure to deliver notification), and shall be directed to the address set forth below (or at such other address or email address as such party shall designate by like notice):

(i) if to the Company, to:

Global Payments Inc.
3550 Lenox Road
Attention: Dara Steele-Belkin, General Counsel
Email: dara.steele-belkin@globalpay.com

with a copy to (which shall not be considered notice):

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attention: Jacob A. Kling
Email: JAKling@wlrk.com

(ii) if to Chicago or a Chicago Investor, to:

GTCR W Aggregator LP
300 North LaSalle Street, Suite 5600
Chicago, Illinois 60654
Attention: Collin E. Roche, Aaron Cohen, KJ McConnell
Email: croche@gtcr.com; aaron.cohen@gtcr.com; kj.mcconnell@gtcr.com

with a copy to (which shall not be considered notice):

Kirkland & Ellis LLP
333 West Wolf Point Plaza
Chicago, Illinois 60654
Attention: Ted M. Frankel, P.C., Daniel A. Guerin, P.C.
Email: ted.frankel@kirkland.com; daniel.guerin@kirkland.com

Kirkland & Ellis LLP
1301 Pennsylvania Ave, N.W.
Washington, D.C. 20004
Attention: Rachel W. Sheridan, P.C.
Email: rachel.sheridan@kirkland.com

Kirkland & Ellis LLP

601 Lexington Avenue
New York, New York 10022
Attention: Sharon Freiman, P.C., Asher Qazi
Email: sharon.freiman@kirkland.com; asher.qazi@kirkland.com

5.3 Investor Actions. Notwithstanding anything contained herein, any determination, request, decision, notice, approval, demand or consent to be made or provided under this Agreement by the Chicago Investors shall be solely made or provided by the Lead Chicago Investor in its discretion, and any such determination, request, decision, notice, approval, demand or consent made or provided by or to the Lead Chicago Investor shall be valid and binding upon all Chicago Investors.

5.4 Amendments and Waivers. Each of the parties hereto agrees that no provision of this Agreement may be amended or modified unless such amendment or modification is in writing and signed by (i) the Company and (ii) the Lead Chicago Investor. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Applicable Law.

5.5 Successors and Assigns. Neither this Agreement nor any of the rights or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the other parties, and any proposed assignment by the Chicago Investors of any of their respective rights herein to any party (other than a Permitted Transferee) may be granted or withheld in the Company's sole and absolute discretion, it being understood that it is the intention of the parties hereto that the rights afforded to the Chicago Investors are personal to such Persons and are not transferable (except to a Permitted Transferee) or as expressly provided herein. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns. Any attempted assignment in violation of this Section 5.5 shall be void.

5.6 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other competent authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. Upon such a determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

5.7 Counterparts. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and shall become effective when one (1) or more such counterparts have been signed by each party and delivered (by facsimile, e-mail, or otherwise) to the other party. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in "portable document format" form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signatures. This Agreement has been executed in the English language. If this Agreement is translated into another language, the English language text shall in any event prevail.

5.8 Entire Agreement. This Agreement (including the documents and the instruments referred to in this Agreement) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter of this Agreement.

5.9 Governing Law; Jurisdiction; WAIVER OF JURY TRIAL. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF DELAWARE WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICTS OF LAW THEREOF; PROVIDED, THAT THE LAWS OF THE STATE OF GEORGIA SHALL APPLY TO THE EXTENT MANDATORILY APPLICABLE TO GEORGIA CORPORATIONS. IN THE EVENT ANY PARTY TO THIS AGREEMENT COMMENCES ANY LITIGATION, PROCEEDING OR OTHER LEGAL ACTION IN CONNECTION WITH OR RELATING TO NEGOTIATION, EXPLORATION, DUE DILIGENCE WITH RESPECT TO OR ENTERING INTO THIS AGREEMENT OR ANY MATTERS DESCRIBED OR CONTEMPLATED HEREIN, THE PARTIES TO THIS AGREEMENT HEREBY (A) AGREE THAT ANY SUCH LITIGATION, PROCEEDING OR OTHER LEGAL ACTION SHALL BE INSTITUTED EXCLUSIVELY IN THE DELAWARE COURT OF CHANCERY IN AND FOR NEW CASTLE COUNTY, OR IN THE EVENT (BUT ONLY IN THE EVENT) THAT SUCH DELAWARE COURT OF CHANCERY DOES NOT HAVE SUBJECT MATTER JURISDICTION OVER SUCH DISPUTE, THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE, OR IN THE EVENT (BUT ONLY IN THE EVENT) THAT SUCH UNITED STATES DISTRICT COURT ALSO DOES NOT HAVE JURISDICTION OVER SUCH DISPUTE, ANY DELAWARE STATE COURT SITTING IN NEW CASTLE COUNTY; (B) AGREE THAT IN THE EVENT OF ANY SUCH LITIGATION, PROCEEDING OR ACTION, SUCH PARTIES WILL CONSENT AND SUBMIT TO PERSONAL JURISDICTION IN ANY SUCH COURT DESCRIBED IN CLAUSE (A) OF THIS SECTION 5.9; (C) AGREE TO WAIVE TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW ANY OBJECTION THAT THEY MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH LITIGATION, PROCEEDING OR ACTION IN ANY SUCH COURT OR THAT ANY SUCH LITIGATION, PROCEEDING OR ACTION WAS BROUGHT IN AN INCONVENIENT FORUM; (D) AGREE THAT SERVICE OF PROCESS IN ANY SUCH LEGAL PROCEEDING SHALL BE EFFECTIVE IF NOTICE IS GIVEN TO SUCH PARTY IN ACCORDANCE WITH SECTION 5.2 FOR COMMUNICATIONS TO SUCH PARTY; (E) AGREE THAT SUCH SERVICE MADE AS PROVIDED HEREIN SHALL BE EFFECTIVE AND BINDING SERVICE IN EVERY RESPECT; AND (F) AGREE THAT NOTHING HEREIN SHALL AFFECT THE RIGHTS OF ANY PARTY TO EFFECT SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY LAW. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES OF FACT AND LAW, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY OTHERWISE HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THE NEGOTIATION, EXPLORATION, DUE DILIGENCE WITH RESPECT TO OR ENTERING INTO OF THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (1) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (2) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (3) EACH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (4) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5.9.

5.10 Specific Performance. The parties agree that irreparable damage, for which monetary damages (even if available) would not be an adequate remedy, would occur in the event that the parties do not perform any provision of this Agreement in accordance with its specified terms or otherwise breach such provisions. Accordingly, the parties acknowledge and agree that each of the parties shall be entitled to an injunction, specific performance and other equitable relief to prevent breaches or threatened breaches of this Agreement and to enforce specifically the terms and provisions hereof, in addition to any other remedy to which such party is entitled in Law or in equity. Each of the parties agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief on the basis that the other party has an adequate remedy at Law or that any such award is not an appropriate remedy for any reason at Law or in equity. Any party seeking an injunction or injunctions to prevent breaches or threatened breaches of this Agreement or to enforce specifically the terms and provisions of this Agreement shall not be required to provide any bond or other security in connection with such remedy. The foregoing is in addition to any other remedy to which any party is entitled at Law, in equity or otherwise.

5.11 No Third Party Beneficiaries. Nothing in this Agreement shall confer any rights upon any Person other than the parties hereto and each such party's respective heirs, successors and permitted assigns; provided, that Non-Liable Persons are intended third party beneficiaries of Section 5.12.

5.12 No Recourse. Notwithstanding anything that may be expressed or implied in this Agreement, and notwithstanding the fact that any party hereto may be a partnership or limited liability company, each party hereto, by its acceptance of the benefits of this Agreement (which shall include any parties that join this Agreement), covenants, agrees and acknowledges that no Persons other than the named parties hereto shall have any obligation hereunder and that it has no rights of recovery hereunder against, and no recourse hereunder or in respect of any oral representations made or alleged to be made in connection herewith or therewith shall be had against, any former, current or future director, officer, agent, Affiliate, manager, assignee, incorporator, controlling Person, fiduciary, representative or employee of any Chicago Investor or other party hereto (or any of their heirs, successors or permitted assigns), or against any former, current or future director, officer, agent, employee, Affiliate, manager, assignee, incorporator, controlling Person, fiduciary, representative, general or limited partner, shareholder, manager or member of any of the foregoing Persons, but in each case not including the named parties hereto (each, a "Non-Liable Person"), whether by or through attempted piercing of the corporate veil, by or through a claim (whether in tort, contract or otherwise) by or on behalf of such party against any Non-Liable Person, by the enforcement of any assignment or by any legal or equitable proceeding, or by virtue of any statute, regulation or other Applicable Law or otherwise; it being expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any Non-Liable Person, as such, for any obligations of the applicable party under this Agreement or the transactions contemplated hereby, in respect of any oral representations made or alleged to have been made in connection herewith or therewith or for any claim (whether in tort, contract or otherwise) based on, in respect of or by reason of, such obligations or their creation.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement by their authorized representatives as of the date first above written.

GLOBAL PAYMENTS INC.

By: /s/ Dara Steele-Belkin
Name: Dara Steele-Belkin
Title: General Counsel and Corporate Secretary

GTCR W AGGREGATOR LP

By: GTCR Partners W LLC
Its: General Partner

By: /s/ Aaron D. Cohen
Name: Aaron D. Cohen
Title: Manager

GTCR LLC

By: /s/ Jeffrey S. Wright
Name: Jeffrey S. Wright
Title: Chief Legal Officer

[*Signature Page to Shareholders Agreement*]

Exhibit 4.2

Execution Version

GLOBAL PAYMENTS INC.
REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (this "Agreement") is made as of January 9, 2026 between Global Payments Inc., a Georgia corporation (the "Company"), and GTCR W Aggregator LP, a Delaware limited partnership (the "Chicago Aggregator"). Except as otherwise specified herein, all capitalized terms used in this Agreement are defined in Exhibit A attached hereto.

WHEREAS, certain of the parties to this Agreement are parties to a Transaction Agreement, dated as of April 17, 2025 (the "Transaction Agreement"), pursuant to which, among other things, the Company issued its Common Equity to the Chicago Aggregator and certain other direct and indirect equityholders of Washington (as defined in the Transaction Agreement) at the Closing (as defined in the Transaction Agreement), which Common Equity (to the extent not issued directly to the Chicago Aggregator) was immediately thereafter contributed to the Chicago Aggregator (such Common Equity, the "Transaction Common Equity");

WHEREAS, in order to induce the Chicago Aggregator and certain other direct and indirect equityholders of Washington to enter into the Transaction Agreement and consummate the transactions contemplated thereby, the Company agreed to provide the registration rights set forth in this Agreement to the Chicago Holders; and

WHEREAS, the execution and delivery of this Agreement is a closing deliverable under the Transaction Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

Section 1. Shelf Registrations, Additional Registrations, Subsequent Shelf Registrations and Underwritten Offerings.

(a) Shelf Registration, Additional Registration and Subsequent Shelf Registration.

(i) After the Closing under the Transaction Agreement, the Company shall prepare and file on the applicable Specified Date, and thereafter will use its reasonable best efforts to cause to be declared effective or otherwise become effective pursuant to the Securities Act no later than the First Lock-up Release Date, a Registration Statement or post-effective amendment to a then-effective Registration Statement in order to provide for resales of all Registrable Securities to be made pursuant to Rule 415 under the Securities Act (a "Shelf Registration"), which Registration Statement will (except to the extent the SEC objects in written comments upon the SEC's review of such Registration Statement) include the plan of distribution in the form attached hereto as Annex A (the "Plan of Distribution"). As used in the prior sentence, "Specified Date" means the date that is (i) the First Lock-up Release Date in the event the Shelf Registration is an Automatic Shelf Registration Statement or (ii) 60 days prior to the First Lock-up Release Date in the case of any other Registration Statement. Any such Shelf Registration shall be a Registration Statement on Form S-3 to the extent that the Company is eligible to use such form, and if the Company is a WKSI at the time of the filing of such Shelf Registration, such Shelf Registration shall be an automatic shelf registration statement (as defined in Rule 405 under the Securities Act) (an "Automatic Shelf Registration Statement"). Otherwise, such Shelf Registration shall be on another appropriate form (including Form S-1) and shall provide for the registration of all Registrable Securities for resale by the Chicago Holders in accordance with the Plan of Distribution. In addition, the Company will from time to time use its reasonable best efforts to file such additional Registration Statements ("Additional Registration") to cover resales of any Registrable Securities that are not registered for resale pursuant to a then-effective Registration Statement and will use its reasonable best efforts to (x) cause each such Registration Statement to be declared effective or otherwise to become effective under the Securities Act and (y) keep the Registration Statement continuously effective under the Securities Act until the earlier of: (1) the date on which all Registrable Securities covered by the Registration Statement have been sold thereunder or otherwise cease to be Registrable Securities or (2) termination of this Agreement.

(ii) If any Shelf Registration or Additional Registration ceases to be effective under the Securities Act for any reason (including any Automatic Shelf Registration Statement that has been outstanding for three (3) years) at any time when any Registrable Securities are outstanding, the Company shall use its reasonable best efforts to promptly cause such Shelf Registration or Additional Registration, as applicable, to again become effective under the Securities Act (including obtaining the prompt withdrawal of any order suspending the effectiveness of such Shelf Registration), and shall use reasonable best efforts to promptly (x) amend such Shelf Registration or Additional Registration, as applicable, in a manner reasonably expected to obtain the withdrawal of any order suspending the effectiveness of such Shelf Registration or Additional Registration, as applicable, or (y) file an additional Registration Statement (a "Subsequent Shelf Registration") covering resales of all Registrable Securities pursuant to Rule 415 of the Securities Act. If a Subsequent Shelf Registration is filed, the Company shall use its reasonable best efforts to (1) cause such Subsequent Shelf Registration to become effective under the Securities Act as promptly as is practicable after such filing and (2) keep such Subsequent Shelf Registration (or another Subsequent Shelf Registration) continuously effective when any Registrable Securities are outstanding. Any such Subsequent Shelf Registration shall be a Registration Statement on Form S-3 to the extent that the Company is eligible to use such form, and if the Company is a WKSI as of the filing date, such Registration Statement shall be an Automatic Shelf Registration Statement. Otherwise, such Subsequent Shelf Registration shall be on another appropriate form (including Form S-1) and shall provide for the registration of all Registrable Securities for resale by the Chicago Holders in accordance with the Plan of Distribution.

(b) Underwritten Offerings.

(i) From and after the First Lock-up Release Date, the Chicago Holders may on one or more occasions as set forth herein deliver to the Company a written notice (a "Underwritten Offering Notice") specifying the number of Registrable Securities that the Chicago Holders desire to sell in an underwritten offering (the "Underwritten Offering"), including in an underwritten block trade or a bought deal (each, a "Block Trade"), either through the filing of a new Registration Statement or through a take-down from a then-effective Registration Statement covering the resale of Registrable Securities and the proposed timing for such Underwritten Offering. The Company will use reasonable best efforts to, as promptly as practicable, consummate such Underwritten Offering; provided that: (x) the Chicago Holders shall only be entitled to make a demand for an Underwritten Offering if the minimum amount of Registrable Securities in such Underwritten Offering, based on expected gross proceeds, is $200,000,000 (provided that, if the Chicago Holders do not collectively own at least $200,000,000 of Registrable Securities, they shall be permitted to deliver an Underwritten Offering Notice to sell all of the Registrable Securities held by the Chicago Holders, but such amount may not be less than $50,000,000); (y) the number of Underwritten Offering Notices that may be delivered pursuant to this Section 1(b) shall be limited to three (3) during any twelve (12)-month period (the "Underwritten Offering Notice Cap") and (z) the Chicago Holders may not deliver an Underwritten Offering Notice within 60 days after any other Underwritten Offering or underwritten Piggyback Registration in which Chicago Holders participate.

(ii) All determinations as to whether to complete any Underwritten Offering and as to the timing, manner, price and other terms of any Underwritten Offering contemplated by this Section 1(b) shall be determined by the Chicago Holders, and the Company shall use its reasonable best efforts to cause any Underwritten Offering to occur in accordance with such determinations as promptly as practicable, subject to the terms of this Agreement.

(iii) The Company will, at the request of the Chicago Holders, use reasonable best efforts to file any prospectus supplement or any post-effective amendments and otherwise take any necessary action to (x) ensure that such Registration Statement remains available in order to enable such Registrable Securities to be distributed in the Underwritten Offering and (y) effect such Underwritten Offering; provided, that no such supplement, amendment or filing will be required during a Suspension Period or Blackout Period.

(iv) At any time prior to the "pricing" of any Underwritten Offering, the Chicago Holders who initiated such Underwritten Offering may revoke or withdraw the Underwritten Offering Notice on behalf of all Persons participating in such Underwritten Offering without any liability to such Person (including, for the avoidance of doubt, the other participating Chicago Holders, if any), in each case by providing written notice to the Company.

(v) Notwithstanding any other provision of this Agreement, if any Chicago Holder wishes to engage in a Block Trade, then no other holders of the Company's Common Equity or Other Securities shall be entitled to receive any notice of or have their securities included in such Block Trade, without the prior written consent of the Chicago Holders.

(c) Priority on Shelf Registrations, Additional Registrations, Subsequent Shelf Registrations and Underwritten Offerings. The Company will not include in any Shelf Registration, Additional Registration, Subsequent Shelf Registration or Underwritten Offering any securities that are not Registrable Securities without the prior written consent of the Chicago Holders. Notwithstanding anything contained herein, in an Underwritten Offering if the managing underwriters advise the Company in writing that in their opinion the number of Registrable Securities and (if and only to the extent permitted to be included by the Chicago Holders) other securities requested to be included in such offering exceeds the number of securities which can be sold therein without adversely affecting the marketability, proposed offering price, timing or method of distribution of the offering, then the Company will include in such offering (i) first, the number of Registrable Securities requested to be included by the Chicago Holders which, in the opinion of such underwriters, can be sold without any such adverse effect, with the number of Registrable Securities to be underwritten allocated among such Persons on a *pro rata* basis determined based on the number of Registrable Securities requested for inclusion by such Persons, and (ii) second, such other securities requested to be included (for the avoidance of doubt, if and only to the extent permitted to be included by the Chicago Holders) in such registration which, in the opinion of the underwriters, can be sold without any such adverse effect.

(d) Restrictions on Shelf Registrations, Additional Registrations, Subsequent Shelf Registrations and Underwritten Offerings.

(i) The Company may postpone, for up to ninety (90) days (or with the consent of the Chicago Holders, a longer period) from the date of the Underwritten Offering Notice (the "Suspension Period"), the filing or the effectiveness of a Registration Statement covering the resale of Registrable Securities or suspend the use of a prospectus that is part of such Registration Statement by providing written notice to the Chicago Holders if either of the following conditions are met: the Company determines that the registration, offer or sale of Registrable Securities (x) would reasonably be expected to have a material adverse effect on a bona fide proposal or plan by the Company to engage in a material acquisition of assets or stock or a material merger, consolidation, tender offer, recapitalization, reorganization, financing or other material transaction involving the Company (in each case, other than in the ordinary course of business or consistent with past practice) or (y) would require disclosure of material information that has not been, and is not otherwise required to be, disclosed to the public, the premature disclosure of which would materially adversely affect the Company. The Company may delay the filing or the effectiveness of a Registration Statement covering the resale of Registrable Securities or suspend the use of a prospectus that is a part of such Registration Statement pursuant to this Section 1(d)(i) only once in any twelve-month period unless additional delays or suspensions are approved by the Chicago Holders.

(ii) In the case of an event that causes the Company to postpone the filing or the effectiveness of a Registration Statement covering the resale of Registrable Securities or suspend the use of a prospectus that is part of such Registration Statement as set forth in Section 1(d)(i) above or pursuant to Section 4(a)(vi) (a "Suspension Event"), the Company will provide notice to the Chicago Holders whose Registrable Securities are registered pursuant to such Registration Statement (a "Suspension Notice") to suspend sales of the Registrable Securities and such notice must state generally the basis for the notice (without providing material non-public information relating to the Company) and that such suspension or delay will continue only for so long as the Suspension Event or its effect is continuing. Each Chicago Holder agrees not to effect any sales of its Registrable Securities pursuant to the applicable Registration Statement (or such filings) at any time after it has received a Suspension Notice from the Company and prior to receipt of an End of Suspension Notice (as defined below). A Chicago Holder may recommence effecting sales of the Registrable Securities pursuant to applicable Registration Statement (or such filings) following further written notice to such effect (an "End of Suspension Notice") from the Company, which End of Suspension Notice will be given by the Company to the Chicago Holders promptly following the conclusion of any Suspension Event (and in any event during the permitted Suspension Period). The Company covenants and agrees that it shall not deliver a Suspension Notice to the Chicago Holders unless the Company, all of its officers and directors, and any of the Company's existing and future securityholders who have been granted registration rights (including pursuant to the Existing Registration Rights Agreement) with respect to the Company's Common Equity or Other Securities are subject to the same restrictions as the Chicago Holders for the duration of such Suspension Event. The filing of any prospectus by the Company relating to an underwritten offering of its Common Equity or Other Securities shall be deemed an End of Suspension Notice.

(iii) In addition and notwithstanding anything herein to the contrary, during the Standstill Period (as defined in the Shareholders Agreement), the Company may postpone the filing or the effectiveness of a Registration Statement or suspend the use of a prospectus that is part of such Registration Statement by providing written notice to the Chicago Holders during each of the Company's regular quarterly restricted trading period during which directors and officers of the Company are not permitted to trade under the insider trading policy of the Company then in effect and which period is not longer than the regular quarterly restricted period that has been in effect historically consistent with past practice in all material respects (such period during the Standstill Period, a "Blackout Period").

(e) Selection of Underwriters. The Chicago Holders shall select each of the investment bankers and managers to administer any Underwritten Offering (which investment bankers and managers must be reasonably acceptable to the Company).

(f) Other Registration Rights. The Company represents and warrants that, other than the Existing Registration Rights Agreement, it is not a party to any agreement that grants any Person rights to effect the registration under the Securities Act of any Common Equity or Other Securities. During the Standstill Period, if the Company grants to any Person any rights to request the Company to effect the registration under the Securities Act of any Common Equity or Other Securities on terms more favorable in any material respect to such Person than the terms set forth in this Agreement, the terms of this Agreement shall be automatically deemed amended or supplemented to the extent necessary to provide the Chicago Holders such more favorable rights and benefits; provided that, during the Standstill Period, the Company shall not, without the prior written consent of the Chicago Holders, grant any Person registration rights in the nature or substantially in the nature of those set forth in Section 1 hereto that are exercisable prior to or at such time as when the Chicago Holders can first exercise their rights under Section 1 (including without limitation in connection with a demand for an Underwritten Offering).

Section 2. Piggyback Registrations.

(a) Right to Piggyback. If at any time following the First Lock-up Release Date, the Company proposes to register any of its Common Equity or any Other Securities (including primary and secondary registrations, and other than pursuant to (x) an Excluded Registration and (y) any secondary registration pursuant to the terms of the Existing Registration Rights Agreement (which shall be subject to Section 2(f)) under the Securities Act) (a "Piggyback Registration"), the Company will give prompt written notice (and in any event within five (5) Business Days after the public filing of the Registration Statement relating to the Piggyback Registration) to the Chicago Holders of its intention to effect such Piggyback Registration and, subject to the terms of Section 2(b) and Section 2(c), will include in such Piggyback Registration (and in all related registrations or qualifications under blue sky laws and in any related underwriting) all Registrable Securities with respect to which the Company has received written requests from the Chicago Holders for inclusion therein within five (5) Business Days after delivery of the Company's notice. Any Participating Chicago Holder may withdraw its request for inclusion at least one (1) Business Day prior to executing the underwriting agreement, or if none, prior to the applicable Registration Statement becoming effective.

(b) Priority on Primary Registrations. If a Piggyback Registration is an underwritten primary registration on behalf of the Company, and the managing underwriters advise the Company in writing that in their opinion the number of securities requested to be included in such registration exceeds the number which can reasonably be expected to be sold in such offering without adversely affecting the marketability, proposed offering price, timing or method of distribution of the offering, the Company will include in such registration (i) first, the securities the Company proposes to sell which, in the opinion of such underwriters, can reasonably be expected to be sold without any such adverse effect, and (ii) second, the Registrable Securities requested to be included in such registration by the Chicago Holders and other securities requested to be included in such registration by holders of registrable securities under the Existing Registration Agreement and holders of Future Registration Rights who have piggyback registration rights which, in the opinion of the underwriters, can reasonably be expected to be sold without any such adverse effect, with the number of securities to be underwritten allocated among such Persons on a *pro rata* basis determined based on the number of such securities requested for inclusion by such Persons.

(c) Priority on Secondary Registrations. If a Piggyback Registration is an underwritten secondary registration on behalf of holders of Future Registration Rights or other registrations constituting a Piggyback Registration, and the managing underwriters advise the Company in writing that in their opinion the number of securities requested to be included in such registration exceeds the number which can reasonably be expected to be sold in such offering without adversely affecting the marketability, proposed offering price, timing or method of distribution of the offering, the Company will include in such registration (i) first, the Registrable Securities requested to be included in such registration by the Chicago Holders and any securities requested to be included in such registration by holders of Future Registration Rights initially requesting such registration, which, in the opinion of the underwriters, can reasonably be expected to be sold without any such adverse effect, with the number of securities (including Registrable Securities) to be underwritten allocated among such Persons on a *pro rata* basis determined based on the number of such securities (including Registrable Securities) requested for inclusion by such Persons and (ii) second, the securities the Company proposes to sell in such offering and any other securities requested to be included in such registration by holders of registrable securities under the Existing Registration Agreement and holders of Future Registration Rights who have piggyback registration rights, which, in the opinion of the underwriters, can reasonably be expected to be sold without any such adverse effect, with the number of securities to be underwritten allocated among such Persons on a pro rata basis determined based on the number of such securities requested for inclusion by such Persons.

(d) Right to Terminate Registration. The Company will have the right to terminate, withdraw or delay any registration initiated by it under this Section 2, whether or not any holder of Registrable Securities has elected to include securities in such registration.

(e) Selection of Underwriters. If any Piggyback Registration is an underwritten primary registration on behalf of the Company with Participating Chicago Holders, the Company shall select the investment bankers and managers for the offering (and shall consult in good faith with the Participating Chicago Holders).

(f) Underwritten Offerings Pursuant to Existing Registration Rights Agreement. If, at any time on or after the date hereof, the Company proposes to consummate an underwritten offering of its Common Equity pursuant to the terms of the Existing Registration Rights Agreement, then the Company shall promptly request the applicable holders of registrable securities under the Existing Registration Rights Agreement to provide their consent to include in such underwritten offering Registrable Securities. If the Company obtains such consent, it shall provide written notice of such proposed underwritten offering to the Chicago Holders as soon as practicable and in any event four (4) Business Days prior to the filing of the prospectus relating to such underwritten offering, which notice shall describe the amount of securities to be included, the intended method(s) of distribution, the name of the proposed managing underwriter(s), if any, and shall request that each Chicago Holder specify, within one (1) Business Day after receipt of such notice, the maximum number of Registrable Securities such Chicago Holder desires to dispose of in such underwritten offering. Subject to the consent of the applicable holders of registrable securities under the Existing Registration Rights Agreement, the Company will include in such underwritten offering all Registrable Securities with respect to which the Company has received timely written requests for inclusion in accordance with the preceding sentence; provided that, if the managing underwriters advise the Company in writing that in their opinion the number of securities requested to be included in such underwritten offering exceeds the number which can be sold in such offering without reasonably expecting to adversely affect the marketability, proposed offering price, timing or method of distribution of the offering, the Company will include in such underwritten offering the securities (i) first, the securities requested to be included therein by the holders of registrable securities under the Existing Registration Rights Agreement initially requesting such registration, which, in the opinion of the underwriters, can reasonably be expected to be sold without any such adverse effect, in accordance with the terms of the Existing Registration Rights Agreement, (ii) second, the Registrable Securities requested to be included in such registration by the Chicago Holders, which, in the opinion of the underwriters, can reasonably be expected to be sold without any such adverse effect, with the number of Registrable Securities to be underwritten allocated among such Persons on a *pro rata* basis determined based on the number of Registrable Securities requested for inclusion by such Person, and (iii) third, if and only to the extent permitted to be included thereunder under the Existing Registration Rights Agreement, any securities requested to be included in such registration by holders of Future Registration Rights who have piggyback registration rights, which, in the opinion of the underwriters, can reasonably be expected to be sold without any such adverse effect, with the number of securities to be underwritten allocated among such Persons on a *pro rata* basis determined based on the number of such securities requested for inclusion by such Persons.

Section 3. Company Holdback Agreement. In connection with any distribution of Registrable Securities pursuant to an Underwritten Offering initiated by the Chicago Holders, to the extent requested by managing underwriter(s) of such a distribution, the Company:

(a) will be subject to a restricted period of the same length of time as the Chicago Holders agree with the managing underwriter(s) (each such period, or such shorter period as agreed to by the managing underwriters, a "Holdback Period") (provided, that the Holdback Period shall not exceed ninety (90) days) during which the Company may not offer, sell or grant any option to purchase its Common Equity or Other Securities, except: (i) issuances pursuant to the Company's employee or director stock plans and issuances of shares upon the exercise of options or other equity awards under such stock plans and (ii) in connection with acquisitions, joint ventures and other strategic transactions (subject to, in the case of this clause (ii), unless the managing underwriters for the offering agree otherwise, a limit not to exceed 10% of the Company's then outstanding Common Equity); and

(b) will not, except as expressly required pursuant to the Existing Registration Rights Agreement, file any Registration Statement for a public offering or cause any such Registration Statement to become effective, during the Holdback Period (other than as part of such Underwritten Offering or pursuant to an Excluded Registration which (i) is then in effect or (ii) shall become effective upon the conversion, exchange or exercise of any then outstanding Other Securities); and will use reasonable best efforts to cause each of its directors and executive officers to agree not to effect any Sale Transaction during any Holdback Period, unless approved in writing by the Chicago Holders and the underwriters managing the public offering.

Section 4. Registration Procedures.

(a) Company Obligations. In connection with any Applicable Registration, the Company will use its reasonable best efforts to effect the registration and the sale of any Registrable Securities in accordance with the intended method of disposition thereof, and pursuant thereto the Company will as promptly as reasonably practicable, subject to the other provisions of this Agreement:

(i) before filing or confidentially submitting any Registration Statement covering the resale of Registrable Securities or any prospectus or any amendments or supplements thereto, the Company will furnish to the counsel selected by the Chicago Holders copies of all such documents proposed to be filed or submitted, which documents will be subject to the reasonable review and comment of such counsel and the Chicago Holders;

(ii) notify the Chicago Holders of (x) the issuance by the SEC of any stop order suspending the effectiveness of any Registration Statement covering the resale of Registrable Securities or the initiation of any proceedings for that purpose, (y) the receipt by the Company or its counsel of any notification with respect to the suspension of the qualification of the Registrable Securities for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose, and (z) the effectiveness of each Registration Statement filed hereunder;

(iii) prepare and file with the SEC such amendments and supplements to each Registration Statement covering the resale of Registrable Securities and any prospectus used in connection therewith as may be necessary to keep such Registration Statement effective for a period ending when all of the securities covered by such Registration Statement have been disposed of in accordance with the intended methods of distribution by the sellers thereof set forth in such Registration Statement (but not in any event before the expiration of any longer period required under the Securities Act or, if such Registration Statement relates to an underwritten offering, such longer period as in the opinion of counsel for the underwriters a prospectus is required by law to be delivered in connection with the sale of Registrable Securities by an underwriter or dealer) and comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such Registration Statement during such period in accordance with the intended methods of disposition by the sellers thereof set forth in such Registration Statement;

(iv) furnish, without charge, to each seller of Registrable Securities thereunder and each underwriter, if any, such number of copies of each Registration Statement covering the resale of Registrable Securities, each amendment and supplement thereto, the prospectus included in such Registration Statement (including each preliminary prospectus) (in each case including all exhibits and documents incorporated by reference therein), each amendment and supplement thereto, each Free Writing Prospectus and such other documents as each Chicago Holder or underwriter, if any, may reasonably request in order to facilitate the disposition of the Registrable Securities;

(v) use its reasonable best efforts to register or qualify such Registrable Securities under such other securities or "blue sky" laws of such jurisdictions as any Chicago Holder reasonably requests and do any and all other acts and things which may be reasonably necessary or advisable to enable each Chicago Holder to consummate the disposition of the Registrable Securities owned by such Person in such jurisdictions (provided that the Company will not be required to (x) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this subparagraph, (y) consent to general service of process in any such jurisdiction or (z) subject itself to taxation in any such jurisdiction);

(vi) notify in writing each Chicago Holder (w) promptly after it receives notice thereof, of the date and time when any Registration Statement covering the resale of Registrable Securities and each post-effective amendment thereto has become effective or a prospectus or supplement to any prospectus relating to such Registration Statement has been filed and when any registration or qualification has become effective under a state securities or "blue sky" law or any exemption thereunder has been obtained, (x) promptly after receipt thereof, of any request by the SEC for the amendment or supplementing of such Registration Statement or prospectus or for additional information, (y) at any time when a prospectus relating thereto is required to be delivered under the Securities Act, of the happening of any event or of any information or circumstances as a result of which the prospectus included in such Registration Statement contains an untrue statement of a material fact or omits any fact necessary to make the statements therein not misleading, and, subject to Section 1(d), if required by applicable law or to the extent requested by the Chicago Holders, the Company will use its reasonable best efforts to promptly prepare and file a supplement or amendment to such prospectus so that, as thereafter delivered to the purchasers of such Registrable Securities, such prospectus will not contain an untrue statement of a material fact or omit to state any fact necessary to make the statements therein not misleading, and (z) if at any time the representations and warranties of the Company in any underwriting agreement, securities sale agreement, or other similar agreement, relating to the offering shall cease to be true and correct;

(vii) use reasonable best efforts to cause all such Registrable Securities to be listed on each securities exchange on which the Common Equity is then listed;

(viii) use reasonable best efforts to provide and cause to be maintained a transfer agent and registrar for all Registrable Securities;

(ix) enter into and perform such customary agreements (including, as applicable, underwriting agreements in customary form), which may include indemnification provisions in favor of underwriters and other persons and take all such other actions as the Chicago Holders or the underwriters, if any, reasonably request in order to expedite or facilitate the disposition of such Registrable Securities (including, with respect to an Underwritten Offering, making available the executive officers of the Company and participating in "road shows," investor presentations, marketing events and other selling efforts and effecting a stock split or combination, recapitalization or reorganization);

(x) except to the extent prohibited by applicable law, make available for inspection during business hours by any Chicago Holder and, subject to entry into a customary confidentiality agreement or arrangement, any underwriter participating in any disposition or sale pursuant to any Registration Statement covering the resale of Registrable Securities and any attorney or accountant retained by any Chicago Holder or underwriter, all financial and other records, pertinent corporate and business documents and properties of the Company and its Subsidiaries as will be reasonably necessary to enable them to conduct reasonable and customary diligence, and cause the Company's officers, directors, employees, agents, representatives and independent accountants to supply all information reasonably requested in connection with such Registration Statement and the disposition of such Registrable Securities pursuant thereto;

(xi) take all reasonable and customary actions to ensure that any Free Writing Prospectus approved by the Company and utilized in connection with any Applicable Registration hereunder complies in all material respects with the Securities Act, is filed in accordance with the Securities Act to the extent required thereby, is retained in accordance with the Securities Act to the extent required thereby and, when taken together with the related prospectus, prospectus supplement and related documents, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(xii) comply with all applicable rules and regulations of the SEC, and make available to its security holders, as soon as reasonably practicable, an earnings statement covering the period of at least twelve months beginning with the first day of the Company's first full calendar quarter after the effective date of the first Registration Statement covering the resale of Registrable Securities, which earnings statement will satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder;

(xiii) use reasonable best efforts to prevent the issuance of any stop order suspending the effectiveness of a Registration Statement covering the resale of Registrable Securities, or the issuance of any order suspending or preventing the use of any related prospectus or suspending the qualification of any Common Equity included in such Registration Statement for sale in any jurisdiction use, and in the event any such order is issued, use its reasonable best efforts to obtain promptly the withdrawal of such order;

(xiv) use reasonable best efforts to cooperate with the Chicago Holders and the managing underwriter or agent, if any, to facilitate the timely preparation and delivery of certificates or evidence of book-entry positions (not bearing any restrictive legends) representing securities to be sold under any Registration Statement, or the removal of any restrictive legends associated with any account at which such securities are held, and enable such securities to be in such denominations and registered in such names as the managing underwriter, or agent, if any, or such Chicago Holders may request;

(xv) if requested by the any managing underwriter, use reasonable best efforts to promptly include in a prospectus supplement or post-effective amendment such information as the managing underwriter and the Chicago Holders may reasonably request in order to permit the intended method of distribution of such securities and make all required filings of such prospectus supplement or such post-effective amendment as soon as reasonably practicable after the Company has received such request; provided, however, that the Company shall not be required to take any actions under this Section 4(a)(xv) that are not, in the opinion of counsel for the Company, in compliance with applicable law;

(xvi) take no direct or indirect action prohibited by Regulation M under the Exchange Act;

(xvii) cooperate with each Chicago Holder covered by the Registration Statement and each underwriter or agent participating in the disposition of such Registrable Securities and their respective counsel in connection with the preparation and filing of applications, notices, registrations and responses to requests for additional information with FINRA, the New York Stock Exchange, Nasdaq or any other national securities exchange on which the Common Equity is then listed;

(xviii) in the case of any underwritten offering, use its reasonable best efforts to obtain, and deliver to the underwriter(s), in the manner and to the extent provided for in the applicable underwriting agreement, one or more cold comfort letters from the Company's independent public accountants in customary form and covering such matters of the type customarily covered by cold comfort letters;

(xix) use its reasonable best efforts to provide (x) a legal opinion of the Company's outside counsel, dated the effective date of the applicable Registration Statement addressed to the Company, (y) on the date that such Registrable Securities are delivered to the underwriters for sale in connection with a an Underwritten Offering, if such securities are being sold through underwriters, or, if such securities are not being sold through underwriters, on the closing date of the applicable sale, (1) one or more legal opinions of the Company's outside counsel, dated such date, in form and substance as customarily given to underwriters in an underwritten offering or, in the case of a non-underwritten offering, to the broker, placement agent or other agent of the Chicago Holders assisting in the sale of the Registrable Securities and (2) one or more "negative assurances letters" of the Company's outside counsel, dated such date, in form and substance as is customarily given to underwriters in an underwritten offering or, in the case of a non-underwritten offering, to the broker, placement agent or other agent of the Chicago Holders assisting in the sale of the Registrable Securities, in each case, addressed to the underwriters, if any, or, if requested, in the case of a non-underwritten offering, to the broker, placement agent or other agent of the Chicago Holders assisting in the sale of the Registrable Securities and (3) customary certificates executed by authorized officers of the Company as necessary as may be requested by any underwriter of such Registrable Securities;

(xx) if the Company files an Automatic Shelf Registration Statement covering any Registrable Securities, use its reasonable best efforts to remain a WKSI (and not become an ineligible issuer (as defined in Rule 405 under the Securities Act)) during the period during which such Automatic Shelf Registration Statement is required to remain effective; and

(xxi) if the Company does not pay the filing fee covering the Registrable Securities at the time an Automatic Shelf Registration Statement is filed, pay such fee at such time or times as the Registrable Securities are to be sold.

(b) Additional Information. In connection with any Applicable Registration, the Company may require each Chicago Holder and each underwriter, if any, to (i) furnish the Company in writing such information regarding each Chicago Holder or underwriter and the distribution of such Registrable Securities as the Company may from time to time reasonably request in writing to complete or amend the information required by such Registration Statement and/or any other documents relating to such registered offering, and (ii) execute and deliver, or cause the execution or delivery of, and perform under, or cause the performance under, any agreements, questionnaires and instruments reasonably requested by the Company and necessary to effectuate such registered offering.

(c) In-Kind Distributions. Subject to the terms of the Shareholders Agreement, if any Chicago Holder (and/or any of their Affiliates) seeks to effectuate an in-kind distribution of all or part of its Registrable Securities to their respective direct or indirect equityholders, the Company will reasonably cooperate with and assist, at such stockholder's expense, such stockholder, such equityholders and the Company's transfer agent to facilitate such in-kind distribution in the manner reasonably requested by such Chicago Holder (including the delivery of instruction letters by the Company or its counsel to the Company's transfer agent, using reasonable best efforts to cause the delivery of customary legal opinions by counsel to the Company, and the delivery of the Company's Common Equity without restrictive legends, to the extent no longer applicable).

(d) Registerable Securities Transactions. Subject to the terms of the Shareholders Agreement, if requested by any Chicago Holder in connection with any transaction involving any Registrable Securities (including any sale or other transfer of such securities without registration under the Securities Act, any margin loan with respect to such securities and any pledge of such securities), the Company agrees, at such Chicago Holder's expense, to provide such Chicago Holder with customary and reasonable assistance to facilitate such transaction, including, without limitation, (i) such action as such Chicago Holder may reasonably request from time to time to enable such Chicago Holder to sell Registrable Securities without registration under the Securities Act and (ii) entering into an "issuer's agreement" in connection with any margin loan with respect to such securities in customary form.

Section 5. Expenses.

The Company shall pay the following out-of-pocket expenses incurred by the Company or any Chicago Holder in connection with any sale of Registrable Securities by any Chicago Holder pursuant to an Applicable Registration: (a) all registration and filing fees, and any other fees and expenses associated with filings required to be made with the SEC or FINRA, (b) all fees and expenses in connection with compliance with any securities or "blue sky" laws, (c) all printing, duplicating, word processing, messenger, telephone, facsimile and delivery expenses (including expenses of printing certificates for the Registrable Securities in a form eligible for deposit with The Depository Trust Company or other depositary and of printing prospectuses and Company Free Writing Prospectuses), (d) all fees and disbursements of counsel for the Company and of all independent certified public accountants of the Company (including the expenses of any special audit and cold comfort letters required by or incident to such performance and compliance), (e) all fees and expenses incurred in connection with the listing of the Registrable Securities on any securities exchange on which the Common Equity of the Company is then listed, (f) all reasonable fees and disbursements of one counsel for the Chicago Holders with respect to any offering of Registrable Securities, in each case selected by the Chicago Holders, not to exceed $150,000.00 in the aggregate per Underwritten Offering, (g) all of the Company's internal expenses (including all salaries and expenses of its officers and employees performing legal or accounting duties), (h) all expenses related to the "road-show" for any underwritten offering, including all travel, meals and lodging and (i) fees of the Company's transfer agent and registrar. The Company shall not be required to pay, and each Person that sells securities pursuant to an Applicable Registration hereunder, including any applicable Chicago Holder, will bear and pay, all underwriting fees, discounts and commissions applicable to the Registrable Securities sold for such Person's account and all transfer taxes (if any) attributable to the sale of Registrable Securities.

Section 6. Indemnification and Contribution.

(a) By the Company. The Company will indemnify and hold harmless, to the fullest extent permitted by law and without limitation as to time, each Chicago Holder, such Chicago Holder's officers, directors employees, agents, fiduciaries, accountants, attorneys, stockholders, managers, partners, members, Affiliates, direct and indirect equityholders, consultants and representatives, and any successors and assigns thereof, and each Person who controls such holder (within the meaning of the Securities Act) and officers, directors employees, agents, fiduciaries, accountants, attorneys, stockholders, managers, partners, members, Affiliates, direct and indirect equityholders, consultants and representatives of such controlling Person (the "Indemnified Parties") against all losses, costs, claims, actions, damages, judgments, fines, penalties, liabilities, expenses (including reasonable and documented expenses of investigation and reasonable and documented attorneys' fees and expenses), and charges and amounts paid in settlement (collectively, "Losses") as incurred, caused by, resulting from, arising out of, based upon or related to any of the following by the Company: (i) any untrue or alleged untrue statement of material fact contained in any Registration Statement for any Applicable Registration, (ii) any omission or alleged omission of a material fact required to be stated in any Registration Statement for any Applicable Registration or necessary to make the statements therein not misleading or (iii) any violation or alleged violation by the Company of the Securities Act or any other similar federal or state securities laws or any rule or regulation promulgated thereunder applicable to the Company and relating to action or inaction required of the Company in connection with any such registration, qualification or compliance. In addition, the Company will reimburse such Indemnified Party for any documented and out-of-pocket legal or any other expenses reasonably incurred by them in connection with investigating and defending or settling any such Losses. Notwithstanding anything to the contrary in this Section 6(a), the Company will not be liable in any such case to the extent that any such Losses result from, arise out of, are based upon, or relate to an untrue statement, or omission, made in such Registration Statement, or in any application, in reliance upon, and in conformity with, written information prepared and furnished in writing to the Company by such Indemnified Party expressly for use therein. In connection with an Underwritten Offering, the Company will indemnify such underwriters and each Person who controls such underwriters (within the meaning of the Securities Act) to the same extent as provided above with respect to the indemnification of the Indemnified Parties or as otherwise agreed to in the underwriting agreement executed in connection with such underwritten offering. Such indemnity and reimbursement of expenses shall remain in full force and effect regardless of any investigation made by or on behalf of such Indemnified Party and shall survive the transfer of such securities by the Chicago Holders.

(b) By Chicago Holders. In connection with any Registration Statement for any Applicable Registration in which a Chicago Holder is participating, each such Chicago Holder will, to the extent permitted by law, indemnify the Company, its officers, directors employees, agents and each Person who controls (within the meaning of the Securities Act) the Company (the "Company Indemnified Parties"), against any Losses, as incurred, caused by, resulting from, arising out of, based upon or related to any untrue statement or alleged untrue statement of material fact contained in such Registration Statement or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, but only to the extent that such untrue statement or omission is made in such Registration Statement for any Applicable Registration in reliance upon and in conformity with any information or affidavit so furnished in writing by such Chicago Holder expressly for use or inclusion therein, and shall also reimburse such Company Indemnified Parties for any documented and out-of-pocket legal or any other expenses reasonably incurred by them in connection with investigating and defending or settling any such Losses; provided that the obligation to indemnify or reimburse will be individual, not joint and several, for each Chicago Holder and will be limited to the net amount of proceeds received by such Chicago Holder from the sale of Registrable Securities pursuant to such Registration Statement.

(c) Claim Procedure. Any Person entitled to indemnification hereunder will (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (provided that the failure to give prompt notice will impair any Person's right to indemnification hereunder only to the extent such failure has prejudiced the indemnifying party) and (ii) unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist with respect to such claim, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. If such defense is assumed, the indemnifying party will not be subject to any liability for any settlement made by the indemnified party without its consent (but such consent will not be unreasonably withheld, conditioned or delayed). An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim will not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of any indemnified party a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim. In such instance, the conflicted indemnified parties will have a right to retain one separate counsel, chosen by the majority of the conflicted indemnified parties involved in the indemnification and approved by the Chicago Holders, at the expense of the indemnifying party.

(d) Contribution. If the indemnification provided for in this Section 6 is held by a court of competent jurisdiction to be unavailable to, or is insufficient to hold harmless, an indemnified party or is otherwise unenforceable with respect to any Loss referred to herein, then such indemnifying party will contribute to the amounts paid or payable by such indemnified party as a result of such Loss, (i) in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of the indemnified party on the other hand in connection with the statements or omissions which resulted in such Loss as well as any other relevant equitable considerations or (ii) if the allocation provided by clause (i) of this Section 6(d) is not permitted by applicable law, then in such proportion as is appropriate to reflect not only such relative fault but also the relative benefit of the Company on the one hand and of the sellers of Registrable Securities and any other sellers participating in the Applicable Registration on the other in connection with the statement or omissions which resulted in such Losses, as well as any other relevant equitable considerations; provided that the maximum amount of liability in respect of such contribution will be limited, in the case of each seller of Registrable Securities, to an amount equal to the net proceeds actually received by such seller from the sale of Registrable Securities effected pursuant to such registration. The relative fault of the indemnifying party and of the indemnified party will be determined by reference to, among other things, whether the untrue (or, as applicable alleged) untrue statement of a material fact or the omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The parties hereto agree that it would not be just or equitable if the contribution pursuant to this Section 6(d) were to be determined by *pro rata* allocation or by any other method of allocation that does not take into account such equitable considerations. The amount paid or payable by an indemnified party as a result of the Losses referred to herein will be deemed to include any reasonable and documented out-of-pocket legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending against any action or claim which is the subject hereof. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) will be entitled to contribution from any Person who is not guilty of such fraudulent misrepresentation.

(e) Release. No indemnifying party will, except with the consent of the indemnified party (which consent shall not be unreasonably withheld, conditioned or delayed), consent to the entry of any judgment or enter into any settlement, unless such settlement (x) includes as an unconditional term thereof giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation, (y) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any indemnified party and (z) is settled solely for cash for which the indemnified party would be entitled to indemnification hereunder.

(f) Non-exclusive Remedy; Survival. The indemnification and contribution provided for under this Agreement will be in addition to any other rights to indemnification or contribution that any indemnified party may have pursuant to law or contract (and the Company and its Subsidiaries shall be considered the indemnitors of first resort in all such circumstances to which this Section 6 applies) and will remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director or controlling Person of such indemnified party and will survive the transfer of Registrable Securities and the termination or expiration of this Agreement.

Section 7. Cooperation with Underwritten Offerings. No Person may participate in any Underwritten Offering hereunder unless such Person (a) agrees to sell such Person's securities on the basis provided in any underwriting arrangements approved by the Chicago Holders (including, without limitation, pursuant to the terms of any over-allotment or "green shoe" option requested by the underwriters; provided that no Chicago Holder will be required to sell more than the number of Registrable Securities such Chicago Holder has requested to include in such registration) and (b) completes, executes and delivers all questionnaires, powers of attorney, stock powers, custody agreements, indemnities, underwriting agreements and other documents and agreements required under the terms of such underwriting arrangements or as may be reasonably requested by the Company and the lead managing underwriter(s).

Section 8. General Provisions.

(a) Term. This Agreement shall automatically terminate on the date on which the Chicago Holders no longer beneficially own Registrable Securities in excess of one (1)% of the Common Equity then outstanding. If this Agreement is terminated pursuant to this (a), this Agreement shall become void and of no further force and effect, except for the provisions set forth in Section 6 and this Section 8.

(c) Amendments and Waivers. Except as otherwise provided herein, the provisions of this Agreement may be amended, modified or waived only with the prior written consent of the Company and the Chicago Holders. The failure or delay of any Person to enforce any of the provisions of this Agreement will in no way be construed as a waiver of such provisions and will not affect the right of such Person thereafter to enforce each and every provision of this Agreement in accordance with its terms. A waiver or consent to or of any breach or default by any Person in the performance by that Person of his, her or its obligations under this Agreement will not be deemed to be a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person under this Agreement.

(d) Remedies. The parties to this Agreement will be entitled to enforce their rights under this Agreement specifically (without posting a bond or other security), to recover damages caused by reason of any breach of any provision of this Agreement and to exercise all other rights existing in their favor. The parties hereto agree and acknowledge that a breach of this Agreement would cause irreparable harm and money damages would not be an adequate remedy for any such breach and that, in addition to any other rights and remedies existing hereunder, any party will be entitled to specific performance and/or other injunctive relief from any court of law or equity of competent jurisdiction (without posting any bond or other security) in order to enforce or prevent violation of the provisions of this Agreement. Each party irrevocably waives any defenses based on adequacy of any other remedy, whether at law or in equity, that might be asserted as a bar to the remedy of specific performance of any of the terms or provisions hereof or injunctive relief in any action brought therefor by any party.

(e) Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited, invalid, illegal or unenforceable in any respect under any applicable law or regulation in any jurisdiction, such prohibition, invalidity, illegality or unenforceability will not affect the validity, legality or enforceability of any other provision of this Agreement in such jurisdiction or in any other jurisdiction, but this Agreement will be reformed, construed and enforced in such jurisdiction as if such prohibited, invalid, illegal or unenforceable provision had never been contained herein.

(f) Entire Agreement. Except as otherwise provided herein, this Agreement, the Transaction Agreement, the Shareholders Agreement and the other Transaction Documents (as defined in the Transaction Agreement) contain the complete agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes and preempts any prior understandings, agreements or representations by or among the parties hereto, written or oral, which may have related to the subject matter hereof in any way. Nothing in this Agreement shall be deemed to limit or modify the terms of the Shareholders Agreement.

(g) Successors and Assigns. This Agreement will bind and inure to the benefit and be enforceable by each of the parties hereto and their respective successors and permitted assigns. Except as otherwise provided herein, neither the Company nor any Chicago Holder may assign its respective rights or delegate its respective obligations under this Agreement and any assignment by the Company or such Chicago Holder in contravention hereof shall be null and void. Each of the Chicago Holders may assign all or portion of its rights hereunder to a Permitted Assignee in connection with a transfer of Registrable Securities; provided, that such transferee shall, as a condition to the effectiveness of such assignment, be required to execute and deliver to the Company a joinder, a form of which is attached hereto as Exhibit B. Except as otherwise provided herein, the rights under this Agreement are personal to the Chicago Holders and are not assignable without the prior written consent of the Company.

(h) Notices. Any notice, demand or other communication to be given under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given (i) when delivered personally to the recipient, (ii) when sent by confirmed electronic mail if sent during normal business hours of the recipient; but if not, then on the next Business Day, (iii) one (1) Business Day after it is sent to the recipient by reputable overnight courier service (charges prepaid) or (iv) three (3) Business Days after it is mailed to the recipient by first class mail, return receipt requested. Such notices, demands and other communications will be sent to the Company at the address specified below and to any Chicago Holder at the address specified below and in any joinder:

(i) if to a Chicago Holder, to:

GTCR W Aggregator LP
300 North LaSalle Street, Suite 5600
Chicago, Illinois 60654
Attn: Collin E. Roche, Aaron Cohen, KJ McConnell
Email: croche@gtcr.com; aaron.cohen@gtcr.com; kj.mcconnell@gtcr.com

with a copy to (which shall not be considered notice):

Kirkland & Ellis LLP
1301 Pennsylvania Ave, N.W.
Washington, D.C. 20004
Attn: Rachel W. Sheridan, P.C.
Email: rachel.sheridan@kirkland.com

Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022
Attn: Sharon Freiman, P.C., Asher Qazi
Email: sharon.freiman@kirkland.com; asher.qazi@kirkland.com

(ii) if to the Company, to:

Global Payments Inc.
3550 Lenox Road
Attn: Dara Steele-Belkin, General Counsel
Email: dara.steele-belkin@globalpay.com

with a copy to (which shall not be considered notice):

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attn: Jacob A. Kling
Email: JAKling@wlrk.com

Any party may change such party's address for receipt of notice by giving prior written notice of the change to the sending party as provided herein.

(i) Business Days. If any time period for giving notice or taking action hereunder expires on a day that is not a Business Day, the time period will automatically be extended to the Business Day immediately following such Saturday, Sunday or legal holiday.

(j) Governing Law. The corporate law of the State of Georgia will govern all issues and questions concerning the relative rights of the Company and its equityholders. All other issues and questions concerning the construction, validity, interpretation and enforcement of this Agreement and the exhibits and schedules hereto will be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Georgia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York. In furtherance of the foregoing, the internal law of the State of New York will control the interpretation and construction of this Agreement (and all schedules and exhibits hereto), even though under that jurisdiction's choice of law or conflict of law analysis, the substantive law of some other jurisdiction would ordinarily apply.

(k) MUTUAL WAIVER OF JURY TRIAL. AS A SPECIFICALLY BARGAINED FOR INDUCEMENT FOR EACH OF THE PARTIES HERETO TO ENTER INTO THIS AGREEMENT (AFTER HAVING THE OPPORTUNITY TO CONSULT WITH COUNSEL), EACH PARTY HERETO EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LAWSUIT OR PROCEEDING RELATING TO OR DIRECTLY OR INDIRECTLY ARISING IN ANY WAY FROM THIS AGREEMENT OR THE MATTERS CONTEMPLATED HEREBY.

(l) CONSENT TO JURISDICTION AND SERVICE OF PROCESS. EACH OF THE PARTIES UNCONDITIONALLY AND IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, FOR THE PURPOSES OF ANY SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF THIS AGREEMENT, ANY RELATED AGREEMENT OR ANY MATTER CONTEMPLATED HEREBY OR THEREBY. EACH OF THE PARTIES HERETO FURTHER AGREES THAT SERVICE OF ANY PROCESS, SUMMONS, NOTICE OR DOCUMENT BY U.S. REGISTERED MAIL TO SUCH PARTY'S RESPECTIVE ADDRESS SET FORTH ABOVE WILL BE EFFECTIVE SERVICE OF PROCESS FOR ANY ACTION, SUIT OR PROCEEDING WITH RESPECT TO ANY MATTERS TO WHICH IT HAS SUBMITTED TO JURISDICTION IN THIS PARAGRAPH. EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY OBJECTION THAT THEY MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF THIS AGREEMENT, ANY RELATED DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND HEREBY AND THEREBY FURTHER IRREVOCABLY AND UNCONDITIONALLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION, SUIT OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(m) No Recourse. Notwithstanding anything to the contrary in this Agreement, the Company and each Chicago Holder agrees and acknowledges that no recourse under this Agreement or any documents or instruments delivered in connection with this Agreement, will be had against any current or future director, officer, employee, general or limited partner or member of any Chicago Holder or any Affiliate or assignee thereof, whether by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any statute, regulation or other applicable law, it being expressly agreed and acknowledged that no personal liability whatsoever will attach to, be imposed on or otherwise be incurred by any current or future officer, agent or employee of any Chicago Holder or any current or future member of any Chicago Holder or any current or future director, officer, employee, partner or member of any Chicago Holder or of any Affiliate or assignee thereof, as such for any obligation of any Chicago Holder under this Agreement or any documents or instruments delivered in connection with this Agreement for any claim based on, in respect of or by reason of such obligations or their creation.

(n) Descriptive Headings; Interpretation. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a part of this Agreement. The use of the word "including" in this Agreement will be by way of example rather than by limitation.

(o) No Strict Construction. The language used in this Agreement will be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction will be applied against any party.

(p) Counterparts. This Agreement may be executed in multiple counterparts, any one of which need not contain the signature of more than one party, but all such counterparts taken together will constitute one and the same agreement.

(q) Electronic Delivery. This Agreement and each instrument entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, to the extent executed and delivered by means of a photographic, photostatic, facsimile or similar reproduction of such signed writing using a facsimile machine or by electronic transmission will be treated in all manner and respects as an original agreement or instrument and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such instrument, each other party hereto or thereto will re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such instrument will raise the use of a facsimile machine or other means of electronic transmission to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or other means of electronic transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

(r) Further Assurances. In connection with this Agreement and the transactions contemplated hereby, the Company and each Chicago Holder agrees to execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Agreement and the transactions contemplated hereby.

(s) No Inconsistent Agreements. The Company is not currently a party to, and shall not hereafter enter into, any agreement with respect to its securities which is inconsistent with or violates the rights granted to the Chicago Holders in this Agreement.

(r) Dividends, Recapitalizations, Etc. If at any time or from time to time there is any change in the capital structure of the Company by way of a stock split, stock dividend, combination or reclassification, or through a merger, consolidation, reorganization or recapitalization, or by any other means, appropriate adjustment will be made in the provisions hereof so that the rights and privileges granted hereby will continue.

(s) No Third-Party Beneficiaries. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any Person not a party hereto, and no such other Person shall have any right or cause of action hereunder, except as otherwise expressly provided herein.

(t) Facilitation of Sales Pursuant to Rule 144; Current Public Information.

(i) The Company covenants that it shall use reasonable best efforts to timely file all reports required to be filed by it under the Securities Act and the Exchange Act and, will take such further action as the Chicago Holders may reasonably request, all to the extent required to enable such Chicago Holders to sell Registrable Securities pursuant to Rule 144.

(ii) The Company covenants that, upon request from any Chicago Holder, it shall promptly take all necessary action to comply with its obligations under Section 2.1(h) of the Shareholders Agreement with respect to the removal of any applicable restrictive legends (or such notations or arrangements) from any certificates or book-entry positions for the Registrable Securities.

(u) Decisions by Chicago Holders. Notwithstanding anything contained herein, any determination, request, decision, notice, approval, demand or consent to be made or provided under this Agreement by the Chicago Holders shall be solely made or provided by the Lead Chicago Holder in its discretion, and any such determination, request, decision, notice, approval, demand or consent made or provided by or to the Lead Chicago Holder shall be valid and binding upon all Chicago Holders.

(v) Investment Banking Services. Notwithstanding anything to the contrary herein or any actions or omissions by representatives of any Chicago Holder or its respective Affiliates in whatever capacity, it is understood that neither any Chicago Holder nor any of their respective Affiliates is acting as a financial advisor, agent or underwriter to the Company or any of its Affiliates or otherwise on behalf of the Company or any of its Affiliates unless retained to provide such services pursuant to a separate written agreement.

(w) Other Activities. Notwithstanding anything in this Agreement, none of the provisions of this Agreement shall in any way limit a Chicago Holder or any of its Affiliates from engaging in any brokerage, investment advisory, financial advisory, anti-raid advisory, merger advisory, financing, asset management, trading, market making, arbitrage, investment activity and other similar activities conducted in the ordinary course of their business.

(x) Interpretation.

(i) The words "hereof," "herein" and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement, and article, section, paragraph, exhibit and schedule references are to the articles, sections, paragraphs, exhibits and schedules of this Agreement unless otherwise specified. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." All terms defined in this Agreement shall have the defined meanings contained herein when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined therein. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms. Any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time, amended, qualified or supplemented, including (in the case of agreements and instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and all attachments thereto and instruments incorporated therein. References to a Person are also to its permitted successors and assigns.

(ii) The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

* * * * *

IN WITNESS WHEREOF, the parties have executed this Registration Rights Agreement as of the date first written above.

GLOBAL PAYMENTS INC.

/s/ Dara Steele-Belkin
By: Dara Steele-Belkin
Its: General Counsel and Corporate Secretary

CHICAGO AGGREGATOR:

GTCR W AGGREGATOR LP

By: GTCR Partners W LLC
Its: General Partner

/s/ Aaron D. Cohen
By: Aaron D. Cohen
Its: Manager

[*Signature Page to Registration Rights Agreement*]

EXHIBIT A

DEFINITIONS

The terms defined in this Agreement shall, for all purposes of this Agreement, have the respective meanings set forth below:

"Additional Registration" has the meaning set forth in Section 1(a)(i).

"Affiliate" of any Person means any other Person controlled by, controlling or under common control with such Person and, in the case of an individual, also includes any member of such individual's Family Group; provided that the Company and its Subsidiaries will not be deemed to be Affiliates of any holder of Registrable Securities. As used in this definition, "control" (including, with its correlative meanings, "controlling," "controlled by" and "under common control with") will mean possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities, by contract or otherwise).

"Agreement" has the meaning set forth in the recitals.

"Applicable Registration" means any Shelf Registration, Additional Registration, Subsequent Shelf Registration, Underwritten Offering, and any Piggyback Registration with Participating Chicago Holder(s).

"Automatic Shelf Registration Statement" has the meaning set forth in Section 1(a)(i).

"Blackout Period" has the meaning set forth in Section 1(d)(iii).

"Block Trade" has the meaning set forth in Section 1(b)(i).

"Business Day" means a day that is not a Saturday or Sunday or a day on which banks in New York City are authorized or requested by law to close.

"Chicago Aggregator" has the meaning set forth in the recitals.

"Chicago Holders" means (i) the Chicago Aggregator, (ii) any Permitted Assignee thereof that executes a joinder hereto in accordance with Section 8(g) and (iii) any Permitted Assignee of any of the Persons included in clause (ii) of this definition that executes a joinder hereto in accordance with Section 8(g).

"Common Equity" means the Company's common stock, no par value.

"Company" has the meaning set forth in the preamble and shall include its successor(s).

"Company Indemnified Party" has the meaning set forth in Section 6(b).

"End of Suspension Notice" has the meaning set forth in Section 1(d)(ii).

"Exchange Act" means the Securities Exchange Act of 1934, as amended from time to time, or any successor federal law then in force, together with all rules and regulations promulgated thereunder.

"Excluded Registration" means any registration in connection with registrations on Form S-4 promulgated by the SEC or any successor or substitute forms relating to transactions subject to Rule 145 under the Securities Act or Form S-8 or any substitute or successor rule thereto relating to an offer or sale to employees or directors of the Company pursuant to any employee equity plan or other employee benefit arrangement.

"Existing Registration Rights Agreement" means the Investment Agreement, dated as of August 1, 2022, among the Company, Silver Lake Partners VI DE (AIV), L.P., and Silver Lake Alpine II, L.P.

"Family Group" means with respect to any individual, such individual's current or former spouse, their respective parents, descendants of such parents (whether natural or adopted) and the spouses of such descendants, any trust, limited partnership, corporation or limited liability company established solely for the benefit of such individual or such individual's current or former spouse, their respective parents, descendants of such parents (whether natural or adopted) or the spouses of such descendants.

"FINRA" means the Financial Industry Regulatory Authority, Inc.

"First Lock-up Release Date" means the First Lock-Up End Date (as defined in the Shareholders Agreement) or such earlier date that any of the Chicago Holders are permitted to transfer, sell or otherwise dispose of all or any portion of the Common Equity held by any of them pursuant to the terms of the Shareholders Agreement, including pursuant to a waiver or other release thereunder.

"Free Writing Prospectus" means a free writing prospectus, as defined in Rule 405.

"Future Registration Rights" means any rights granted after the date hereof to any Person to effect the registration under the Securities Act of any Common Equity or Other Securities, but only to the extent that such rights are granted in compliance with Sections 1(f) and 8(s) of this Agreement.

"Holdback Period" has the meaning set forth in Section 3(a).

"Indemnified Parties" has the meaning set forth in Section 6(a).

"Lead Chicago Holder" means (i) initially, the Chicago Aggregator, (ii) following the dissolution or liquidation of the Chicago Aggregator and so long as GTCR Fund XIII/B LP, GTCR Fund XIV/B LP or any of their respective Affiliates hold, directly or indirectly, any Registrable Securities, GTCR Fund XIII/B LP and GTCR Fund XIV/B LP, acting jointly, so long as such entity or one of its Affiliates is a Chicago Holder, and (iii) following the dissolution or liquidation of the Chicago Aggregator, and GTCR Fund XIII/B LP, GTCR Fund XIV/B LP and any of their respective Affiliates ceasing to hold, directly or indirectly, any Registrable Securities, holders of a majority of all Registrable Securities held by the Chicago Holders.

"Losses" has the meaning set forth in Section 6(c).

"Other Securities" means any securities, options or rights convertible into or exchangeable or exercisable for Common Equity.

"Participating Chicago Holders" means any Chicago Holder(s) participating in the request for a Piggyback Registration.

"Permitted Assignee" means any direct or indirect equity holder of a Person, any Affiliate of a Person and any Person who is a Permitted Transferee (as defined in the Shareholders Agreement).

"Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof.

"Piggyback Registrations" has the meaning set forth in Section 2(a).

"Plan of Distribution" has the meaning set forth in Section 1(a)(i).

"Registrable Securities" means (i) the Transaction Common Equity, (ii) any Common Equity and any Offered Securities issued to any Chicago Holder as a result of the exercise of preemptive rights pursuant to Section 2.4 of the Shareholders Agreement and any Common Equity issuable upon the conversion, exchange or exercise of such Offered Securities, and (iii) any securities issued or issuable with respect to the securities referred to in clauses (i) and (ii) above by way of dividend, distribution, split or combination of securities, or any reclassification, recapitalization, merger, consolidation, exchange or other distribution or reorganization respect to, or in exchange for, or in replacement of, the securities referenced in clauses (i) and (ii). As to any particular Registrable Securities, such securities will cease to be Registrable Securities when they have been (a) sold or distributed in accordance with the plan of distribution set forth in an effective Registration Statement with respect to the sale of such Registrable Securities, (b) sold or distributed pursuant to Rule 144 and such securities not being required to bearing a legend restricting their transfer, or (c) repurchased by the Company or a Subsidiary of the Company.

"Registration Statement" means any registration statement of the Company filed or to be filed with the SEC under the rules and regulations promulgated under the Securities Act, including the related prospectus, amendments and supplements to such registration statement, and including pre- and post-effective amendments, and all exhibits and all material incorporated by reference in such registration statement.

"Rule 144", "Rule 158", "Rule 405", and "Rule 415" mean, in each case, such rule promulgated under the Securities Act (or any successor provision) by the SEC, as the same will be amended from time to time, or any successor rule then in force.

"Sale Transaction" means (i) to offer, sell, contract to sell, pledge or otherwise dispose of (including sales pursuant to Rule 144), directly or indirectly, any Common Equity (including Common Equity of the Company that may be deemed to be beneficially owned by such Person in accordance with the rules and regulations of the SEC) or any Other Securities, (ii) to enter into a transaction which would have the same effect as described in clause (i) above, or (iii) to enter into any swap, hedge or other arrangement that transfers, in whole or in part, any of the economic consequences or ownership of any Common Equity or Other Securities, whether such transaction is to be settled by delivery of such Common Equity or Other Securities, in cash or otherwise.

"SEC" means the United States Securities and Exchange Commission.

"Securities Act" means the Securities Act of 1933, as amended from time to time, or any successor federal law then in force, together with all rules and regulations promulgated thereunder.

"Shareholders Agreement" means the Shareholders Agreement, dated as of the date of this Agreement, by and between the Company and the Chicago Aggregator.

"Shelf Registration" has the meaning set forth in Section 1(a)(i).

"Subsequent Shelf Registration" has the meaning set forth in Section 1(a)(ii).

"Subsidiary" means, with respect to the Company, any corporation, limited liability company, partnership, association or other business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by the Company or one or more of the other Subsidiaries of the Company or a combination thereof, or (ii) if a limited liability company, partnership, association or other business entity, a majority of the limited liability company, partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by the Company or one or more Subsidiaries of the Company or a combination thereof. For purposes hereof, a Person or Persons will be deemed to have a majority ownership interest in a limited liability company, partnership, association or other business entity if such Person or Persons will be allocated a majority of limited liability company, partnership, association or other business entity gains or losses or will be or control the managing director or general partner of such limited liability company, partnership, association or other business entity.

"Suspension Event" has the meaning set forth in Section 1(d)(ii).

"Suspension Notice" has the meaning set forth in Section 1(d)(ii).

"Suspension Period" has the meaning set forth in Section 1(d)(i).

"Transaction Agreement" has the meaning set forth in the recitals.

"Transaction Common Equity" has the meaning set forth in the recitals.

"Underwritten Offering" has the meaning set forth in Section 1(b)(i).

"Underwritten Offering Notice" has the meaning set forth in Section 1(b)(i).

"Underwritten Offering Notice Cap" has the meaning set forth in Section 1(b)(ii).

"WKSI" means a "well-known seasoned issuer" as defined under Rule 405.

Exhibit 99.1

Investor Contact:
Nate Rozof
investor.relations@globalpay.com

Media Contact:
Matt Cochran
media.relations@globalpay.com

Global Payments Completes Acquisition of Worldpay and Divestiture of Issuer Solutions Business, Creating Leading Pure-Play Commerce Solutions Provider

- Transaction strengthens Global Payments' capabilities and scale across payment technology and software solutions for merchants of all sizes
- Combines complementary solutions and differentiated product offerings while enabling investment of over $1 billion annually
- Increases global reach, expands distribution channels and deepens local market presence and expertise
- Integration unites payments and software expertise from both organizations to accelerate innovation, enhance the product portfolio and unlock synergies

ATLANTA — January 12, 2026 7:00am ET — Global Payments Inc. (NYSE: GPN), a leading worldwide provider of payment technology and software solutions, today announced the successful completion of its acquisition of Worldpay from FIS and GTCR, and the divestiture of its Issuer Solutions business to FIS. The transactions transform Global Payments into a pure-play, commerce solutions provider, serving the full spectrum of clients, from small businesses to global enterprises worldwide.

The completion of the transactions positions the new Global Payments to capitalize on substantial growth opportunities with enhanced global scale. The combined company will serve more than 6 million merchant locations, processing $3.7 trillion in payment volume and approximately 94 billion transactions annually across more than 175 countries.

"Combining with Worldpay expands our capabilities and increases our geographic reach while providing additional, complementary distribution channels – multiplying what's possible for our clients and partners," said Cameron Bready, chief executive officer of Global Payments. "Together, we are focused on bringing even more value to them as we become the worldwide partner of choice for commerce solutions."

To serve the unique needs of its broad range of clients, Global Payments will go to market through three channels: Enterprise, SMB, and Integrated & Platforms. Each channel will focus on the specific requirements of its clients with tailored sales strategies and distinct product roadmaps, including investing over $1 billion annually to drive innovation.

“We are pleased to complete our transaction with Worldpay well ahead of our initial expectations, a testament to the disciplined execution that defines Global Payments,” added Bready. “We have assembled an exceedingly talented leadership team with decades of combined payments experience to drive our next chapter of growth. Thanks to our extensive integration planning, our go-forward leadership structure is firmly in place, and we are positioned to deliver immediate, tangible value to our combined client base.”

Whether offering Global Payments’ feature-rich Genius POS system to Worldpay’s SMB base or cross-selling Worldpay’s enterprise or ecommerce solutions to Global Payments’ clients, the combined company’s complementary suite of solutions will be able to effectively serve clients of every size at every stage of their growth.

Financial Profile and Value Creation

The combined company will operate with significant scale, enabling increased free cash flow generation to deliver balance sheet strength and an enhanced capital allocation program, including sustained investment in growth-driving innovation. Global Payments expects to maintain its investment grade credit ratings and reduce adjusted net leverage to 3.0x within 18 to 24 months.

For more information about the combination of Global Payments and Worldpay, visit globalpayments.com/worldpay.

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About Global Payments

Global Payments (NYSE: GPN) is a leading payment technology and software company that powers commerce for businesses of all sizes worldwide. We help businesses grow with confidence by delivering innovative solutions that enable seamless payment acceptance, smarter operations and exceptional client experiences – online, in store and everywhere in between. With its global reach, local expertise and scale, Global Payments manages trillions in payments volume and billions of transactions across more than 175 countries. Headquartered in Atlanta, Georgia, Global Payments is a Fortune 500® company and a member of the S&P 500. Learn more at company.globalpayments.com.

Forward-Looking Statements

This press release may contain certain forward-looking statements within the meaning of the "safe-harbor" provisions of the Private Securities Litigation Reform Act of 1995. These forward-looking statements, which are based on current expectations, estimates and projections about the industry and geographies in which we operate, and beliefs of and assumptions made by our management, involve risks, uncertainties and assumptions that could significantly affect the financial condition, results of operations, business plans and the future performance of Global Payments, including Worldpay following the transaction. Actual events or results might differ materially from those expressed or forecasted in these forward-looking statements. Accordingly, we cannot guarantee that our plans and expectations will be achieved. Examples of forward-looking statements include, but are not limited to, statements we make regarding our management's expectations regarding future plans, objectives and goals; market and growth opportunities; statements regarding the strategic rationale and anticipated benefits of the transaction; and other statements regarding our future financial performance and Global Payments' plans, objectives, expectations and intentions. Statements can generally be identified as forward-looking because they include words such as "believes," "anticipates," "intends," "expects," "could," "should," "will," "would," or words of similar meaning. Although we believe that the plans and expectations reflected in any forward-looking statements are based on reasonable assumptions, we can give no assurance that our plans and expectations will be attained, and therefore actual outcomes and results may differ materially from what is expressed or forecasted in such forward-looking statements.

In addition to factors previously disclosed in Global Payments' reports filed with the SEC, the following factors, among others, could cause actual results to differ materially from forward-looking statements or historical performance: difficulties and delays in integrating the Worldpay business into that of Global Payments, including with respect to implementing controls to prevent a material security breach of any internal systems or to successfully manage credit and fraud risks in business units; failing to fully realize anticipated cost savings and other anticipated benefits of the transaction when expected or at all; business disruptions from the transaction that will harm Global Payments' or Worldpay's businesses, including current plans and operations; potential adverse reactions or changes to business relationships resulting from the completion of the transaction, including as it relates to Global Payments' or Worldpay's ability to successfully renew existing client contracts on favorable terms or at all and obtain new clients; failing to comply with the applicable requirements of Visa, Mastercard or other payment networks or card schemes or changes in those requirements; the ability of Global Payments or Worldpay to retain and hire key personnel; the diversion of management's attention from ongoing business operations; uncertainty as to the long-term value of the common stock of Global Payments following the transaction, including the dilution caused by Global Payments' issuance of additional shares of its common stock in connection with the transaction; the continued availability of capital and financing following the transaction; the effects of global economic, political, market, health and social events or other conditions; the imposition of tariffs and other trade policies and the resulting impacts on market volatility and global trade; macroeconomic pressures and general uncertainty regarding the overall future economic environment; foreign currency exchange, inflation and rising interest rate risks; the effect of a security breach or operational failure on our business; the ability to maintain Visa and Mastercard registration and financial institution sponsorship; the continued availability of capital and financing; increased competition in the markets in which we operate and our ability to increase our market share in existing markets and expand into new markets; our ability to safeguard our data; risks associated with our indebtedness; the potential effect of climate change including natural disasters; the effects of new or changes in current laws, regulations, credit card association rules or other industry standards on us or our partners and customers, including privacy and cybersecurity laws and regulations; and other events beyond our control, and other factors included in the "Risk Factors" section in our most recent Annual Report on Form 10-K and in other documents that we file with the SEC, which are available at https://www.sec.gov.

These cautionary statements qualify all of our forward-looking statements, and you are cautioned not to place undue reliance on these forward-looking statements. Our forward-looking statements speak only as of the date they are made and should not be relied upon as representing our plans and expectations as of any subsequent date. While we may elect to update or revise forward-looking statements at some time in the future, we specifically disclaim any obligation to publicly release the results of any revisions to our forward-looking statements, except as required by law.