

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 10-Q

- QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

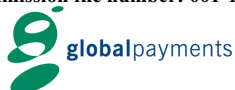
For the quarterly period ended November 30, 2013

OR

- TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from to

Commission file number: 001-16111



GLOBAL PAYMENTS INC.

(Exact name of registrant as specified in charter)

Georgia

(State or other jurisdiction of
incorporation or organization)

58-2567903

(I.R.S. Employer
Identification No.)

10 Glenlake Parkway, North Tower, Atlanta, Georgia

(Address of principal executive offices)

30328

(Zip Code)

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

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

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

Large accelerated filer

Accelerated filer

Non-accelerated filer (Do not check if a smaller reporting company) Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes No

The number of shares of the issuer's common stock, no par value outstanding as of December 31, 2013 was 71,921,197.

GLOBAL PAYMENTS INC.
FORM 10-Q
For the quarterly period ended November 30, 2013

TABLE OF CONTENTS

	<u>Page</u>
PART I - FINANCIAL INFORMATION	
ITEM 1.	Unaudited Consolidated Statements of Income for the three months ended November 30, 2013 and 2012
	Unaudited Consolidated Statements of Income for the six months ended November 30, 2013 and 2012
	Unaudited Consolidated Statements of Comprehensive Income for the three months ended November 30, 2013 and 2012
	Unaudited Consolidated Statements of Comprehensive Income for the six months ended November 30, 2013 and 2012
	Consolidated Balance Sheets at November 30, 2013 (unaudited) and May 31, 2013
	Unaudited Consolidated Statements of Cash Flows for the six months ended November 30, 2013 and 2012
	Unaudited Consolidated Statements of Changes in Equity for the six months ended November 30, 2013 and 2012
	Notes to Unaudited Consolidated Financial Statements
ITEM 2.	MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS
ITEM 3.	QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK
ITEM 4.	CONTROLS AND PROCEDURES
PART II - OTHER INFORMATION	
ITEM 1.	LEGAL PROCEEDINGS
ITEM 2.	UNREGISTERED SALES OF SECURITIES AND USE OF PROCEEDS
ITEM 6.	EXHIBITS
	SIGNATURES

PART 1 - FINANCIAL INFORMATION

ITEM 1 - FINANCIAL STATEMENTS

GLOBAL PAYMENTS INC.
UNAUDITED CONSOLIDATED STATEMENTS OF INCOME
(in thousands, except per share data)

	Three Months Ended	
	November 30, 2013	November 30, 2012
Revenues	\$ 634,122	\$ 588,538
Operating expenses:		
Cost of service	235,170	210,268
Sales, general and administrative	294,045	276,177
Processing system intrusion	(7,000)	(14,489)
	522,215	471,956
Operating income	111,907	116,582
Other income (expense):		
Interest and other income	5,288	2,187
Interest and other expense	(8,025)	(14,609)
	(2,737)	(12,422)
Income before income taxes	109,170	104,160
Provision for income taxes	(29,313)	(28,789)
Net income	79,857	75,371
Less: Net income attributable to noncontrolling interest, net of income tax	(5,960)	(5,188)
Net income attributable to Global Payments	\$ 73,897	\$ 70,183
Earnings per share attributable to Global Payments:		
Basic	\$ 1.02	\$ 0.89
Diluted	\$ 1.02	\$ 0.89

See Notes to Unaudited Consolidated Financial Statements.

GLOBAL PAYMENTS INC.
UNAUDITED CONSOLIDATED STATEMENTS OF INCOME
(in thousands, except per share data)

	Six Months Ended	
	November 30, 2013	November 30, 2012
Revenues	\$ 1,263,807	\$ 1,178,825
Operating expenses:		
Cost of service	465,915	414,659
Sales, general and administrative	585,601	557,596
Processing system intrusion	(7,000)	9,500
	<u>1,044,516</u>	<u>981,755</u>
Operating income	<u>219,291</u>	<u>197,070</u>
Other income (expense):		
Interest and other income	8,626	4,170
Interest and other expense	(15,904)	(18,154)
	<u>(7,278)</u>	<u>(13,984)</u>
Income before income taxes	212,013	183,086
Provision for income taxes	(60,448)	(53,553)
Net income	151,565	129,533
Less: Net income attributable to noncontrolling interest, net of income tax	(13,025)	(12,675)
Net income attributable to Global Payments	<u>\$ 138,540</u>	<u>\$ 116,858</u>
Earnings per share attributable to Global Payments:		
Basic	<u>\$ 1.90</u>	<u>\$ 1.49</u>
Diluted	<u>\$ 1.88</u>	<u>\$ 1.48</u>

See Notes to Unaudited Consolidated Financial Statements.

GLOBAL PAYMENTS INC.
UNAUDITED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(in thousands)

	Three Months Ended	
	November 30, 2013	November 30, 2012
Net income	\$ 79,857	\$ 75,371
Other comprehensive income:		
Foreign currency translation adjustments	23,948	18,089
Income tax (provision) benefit related to foreign currency translation adjustments	(283)	3,433
Other comprehensive income, net of tax	23,665	21,522
Comprehensive income	103,522	96,893
Less: comprehensive income attributable to noncontrolling interests	(10,015)	(9,776)
Comprehensive income attributable to Global Payments	\$ 93,507	\$ 87,117

	Six Months Ended	
	November 30, 2013	November 30, 2012
Net income	\$ 151,565	\$ 129,533
Other comprehensive income:		
Foreign currency translation adjustments	21,661	59,130
Income tax benefit (provision) related to foreign currency translation adjustments	2,253	(3,146)
Other comprehensive income, net of tax	23,914	55,984
Comprehensive income	175,479	185,517
Less: comprehensive income attributable to noncontrolling interests	(19,642)	(20,227)
Comprehensive income attributable to Global Payments	\$ 155,837	\$ 165,290

See Notes to Unaudited Consolidated Financial Statements.

GLOBAL PAYMENTS INC.
CONSOLIDATED BALANCE SHEETS
(in thousands, except share data)

	November 30, 2013	May 31, 2013
	(Unaudited)	
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 1,096,833	\$ 680,470
Accounts receivable, net of allowances for doubtful accounts of \$353 and \$509, respectively	195,788	189,435
Claims receivable, net	662	1,156
Settlement processing assets	688,003	259,204
Inventory	8,886	11,057
Deferred income taxes	6,459	6,485
Prepaid expenses and other current assets	61,677	66,685
Total current assets	2,058,308	1,214,492
Goodwill	1,063,310	1,044,222
Other intangible assets, net	379,350	400,848
Property and equipment, net	357,880	348,064
Deferred income taxes	100,332	95,178
Other	22,384	22,252
Total assets	\$ 3,981,564	\$ 3,125,056
LIABILITIES AND EQUITY		
Current liabilities:		
Lines of credit	\$ 446,508	\$ 187,461
Current portion of long-term debt	72,351	72,335
Accounts payable and accrued liabilities	235,361	262,890
Settlement processing obligations	798,671	162,558
Income taxes payable	20,114	18,870
Total current liabilities	1,573,005	704,114
Long-term debt	922,545	891,134
Deferred income taxes	172,988	170,723
Other long-term liabilities	81,342	72,478
Total liabilities	2,749,880	1,838,449
Commitments and contingencies (See Note 13)		
Equity:		
Preferred stock, no par value; 5,000,000 shares authorized and none issued	—	—
Common stock, no par value; 200,000,000 shares authorized; 71,908,829 issued and outstanding at November 30, 2013 and 75,426,099 issued and outstanding at May 31, 2013	—	—
Paid-in capital	188,281	202,396
Retained earnings	896,597	958,751
Accumulated other comprehensive income (loss)	2,235	(15,062)
Total Global Payments shareholders' equity	1,087,113	1,146,085
Noncontrolling interest	144,571	140,522
Total equity	1,231,684	1,286,607
Total liabilities and equity	\$ 3,981,564	\$ 3,125,056

See Notes to Unaudited Consolidated Financial Statements.

GLOBAL PAYMENTS INC.
UNAUDITED CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands)

	Six Months Ended	
	November 30, 2013	November 30, 2012
Cash flows from operating activities:		
Net income	\$ 151,565	\$ 129,533
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization of property and equipment	28,439	26,494
Amortization of acquired intangibles	28,953	25,561
Share-based compensation expense	11,965	9,178
Provision for operating losses and bad debts	10,249	11,970
Deferred income taxes	6,073	30,055
Other, net	(4,345)	(2,231)
Changes in operating assets and liabilities, net of the effects of acquisitions:		
Accounts receivable	(6,353)	721
Claims receivable	(6,567)	(6,600)
Settlement processing assets and obligations, net	204,307	(11,671)
Inventory	2,237	(4,297)
Prepaid expenses and other assets	5,761	(11,204)
Accounts payable and other accrued liabilities	(21,845)	(67,869)
Income taxes payable	1,244	(4,847)
Net cash provided by operating activities	<u>411,683</u>	<u>124,793</u>
Cash flows from investing activities:		
Business, intangible and other asset acquisitions, net of cash acquired	(2,324)	(409,731)
Capital expenditures	(41,178)	(54,393)
Net decrease in financing receivables	1,328	1,485
Net proceeds from sales of investments and business	3,102	—
Net cash used in investing activities	<u>(39,072)</u>	<u>(462,639)</u>
Cash flows from financing activities:		
Net borrowings (payments) on short-term lines of credit	259,047	(2,992)
Proceeds from issuance of long-term debt	810,000	910,327
Principal payments under long-term debt	(779,380)	(343,133)
Payment of debt issuance costs	—	(3,987)
Repurchase of common stock	(250,183)	(12,653)
Proceeds from stock issued under share-based compensation plans	27,366	7,080
Common stock repurchased - share-based compensation plans	(5,260)	(10,224)
Tax benefit from share-based compensation plans	4,415	1,791
Distributions to noncontrolling interests	(15,593)	(5,740)
Dividends paid	(2,894)	(3,153)
Net cash provided by financing activities	<u>47,518</u>	<u>537,316</u>
Effect of exchange rate changes on cash	(3,766)	17,516
Increase in cash and cash equivalents	416,363	216,986
Cash and cash equivalents, beginning of the period	680,470	781,275
Cash and cash equivalents, end of the period	<u>\$ 1,096,833</u>	<u>\$ 998,261</u>

See Notes to Unaudited Consolidated Financial Statements.

GLOBAL PAYMENTS INC.
UNAUDITED CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY

(in thousands)

	Number of Shares	Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive (Loss) Income	Total Global Payments Shareholders' Equity	Noncontrolling Interest	Total Equity
Balance at May 31, 2013	75,426	\$ 202,396	\$ 958,751	\$ (15,062)	\$ 1,146,085	\$ 140,522	\$ 1,286,607
Net income			138,540		138,540	13,025	151,565
Foreign currency translation adjustment, net of tax of \$2,253				17,297	17,297	6,617	23,914
Stock issued under employee stock plans	1,453	27,366			27,366		27,366
Common stock repurchased - share-based compensation plans	(345)	(5,405)			(5,405)		(5,405)
Tax benefit from employee share-based compensation, net		4,290			4,290		4,290
Share-based compensation expense		11,965			11,965		11,965
Distributions to noncontrolling interest						(15,593)	(15,593)
Repurchase of common stock	(4,625)	(52,331)	(197,800)		(250,131)		(250,131)
Dividends paid (\$0.04 per share)			(2,894)		(2,894)		(2,894)
Balance at November 30, 2013	71,909	\$ 188,281	\$ 896,597	\$ 2,235	\$ 1,087,113	\$ 144,571	\$ 1,231,684

See Notes to Unaudited Consolidated Financial Statements.

GLOBAL PAYMENTS INC.
UNAUDITED CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY

(in thousands)

	Number of Shares	Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive (Loss) Income	Total Global Payments Shareholders' Equity	Noncontrolling Interest	Total Equity
Balance at May 31, 2012	78,551	\$ 358,728	\$ 843,456	\$ (30,000)	\$ 1,172,184	\$ 128,737	\$ 1,300,921
Net income			116,858		116,858	10,861	127,719
Foreign currency translation adjustment, net of tax of (\$3,146)				48,432	48,432	6,979	55,411
Stock issued under employee stock plans	807	7,080			7,080		7,080
Common stock repurchased - share-based compensation plans	(333)	(10,224)			(10,224)		(10,224)
Tax benefit from employee share-based compensation, net		1,453			1,453		1,453
Share-based compensation expense		9,178			9,178		9,178
Distributions to noncontrolling interest						(5,740)	(5,740)
Redeemable noncontrolling interest valuation adjustment			817		817		817
Repurchase of common stock	(300)	(12,653)			(12,653)		(12,653)
Commitment to purchase redeemable noncontrolling interest		(96,008)			(96,008)		(96,008)
Dividends paid (\$0.04 per share)			(3,153)		(3,153)		(3,153)
Balance at November 30, 2012	78,725	\$ 257,554	\$ 957,978	\$ 18,432	\$ 1,233,964	\$ 140,837	\$ 1,374,801

See Notes to Unaudited Consolidated Financial Statements.

NOTES TO UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS

NOTE 1—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Business, Consolidation and Presentation— Global Payments Inc. is a high-volume processor of electronic transactions for merchants, multinational corporations, financial institutions, consumers, government agencies and other business and non-profit business enterprises to facilitate payments to purchase goods and services or further other economic goals. Our role is to serve as an intermediary in the exchange of information and funds that must occur between parties so that a transaction can be completed. We were incorporated in Georgia as Global Payments Inc. in September 2000, and we spun-off from our former parent company on January 31, 2001. Including our time as part of our former parent company, we have been in the payments business since 1967.

These unaudited consolidated financial statements include our accounts and those of our majority-owned subsidiaries, and all intercompany balances and transactions have been eliminated. These unaudited consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States ("GAAP") for interim financial information and with Rule 10-01 of Regulation S-X.

In the opinion of our management, all known adjustments necessary for a fair presentation of the results of the interim periods have been made. These adjustments consist of normal recurring accruals and estimates that impact the carrying value of assets and liabilities. We suggest that these financial statements be read in conjunction with the consolidated financial statements and notes thereto included in our Form 10-K for the fiscal year ended May 31, 2013.

Use of estimates— The preparation of financial statements in conformity with GAAP requires management to make certain estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements, as well as the reported amounts of revenues and expenses during the reported period. Actual results could differ from those estimates.

Revenue recognition— Our two merchant services segments primarily include processing solutions for credit cards, debit cards, electronic payments and check-related services. Revenue is recognized as such services are performed. Revenue for processing services provided directly to merchants is recorded net of interchange fees charged by card issuing banks. Our primary business model provides payment products and services directly to merchants as our end customers. We also provide similar products and services to financial institutions and a limited number of independent sales organizations ("ISOs") that, in turn, resell our products and services, in which case, the financial institutions and select ISOs are our end customers. The majority of merchant services revenue is generated on services priced as a percentage of transaction value or a specified fee per transaction, depending on card type. We also charge other fees based on specific services that are unrelated to the number of transactions or the transaction value. Revenue from credit cards and signature debit cards is generally based on a percentage of transaction value along with other related fees, while revenue from PIN-based debit cards is typically based on a fee per transaction.

Cash and cash equivalents— Cash and cash equivalents include cash on hand and all liquid investments with an initial maturity of three months or less when purchased. Cash and cash equivalents include reserve funds collected from our merchants that serve as collateral to minimize contingent liabilities associated with any losses that may occur under the merchant agreement ("Merchant Reserves"). We record a corresponding liability in settlement processing assets and settlement processing obligations in our consolidated balance sheet. While this cash is not restricted in its use, we believe that designating this cash to collateralize Merchant Reserves strengthens our fiduciary standing with our member sponsors and is in accordance with guidelines set by the card networks. As of November 30, 2013 and May 31, 2013, our cash and cash equivalents included \$296.4 million and \$280.7 million, respectively, related to Merchant Reserves.

Our cash and cash equivalents include settlement related cash balances. Settlement related cash balances represent surplus funds that we hold on behalf of our member sponsors when the incoming amount from the card networks precedes the member sponsors' funding obligation to the merchant. Settlement related cash balances are not restricted; however, these funds are generally paid out in satisfaction of settlement processing obligations the following day. Please see Note 3 - Settlement Processing Assets and Obligations and discussion below for further information.

Inventory— Inventory, which includes electronic point of sale terminals, automated teller machines, and related peripheral equipment, is stated at the lower of cost or fair value. Cost is determined by using the average cost method.

Settlement processing assets and obligations— Settlement processing assets and obligations represent intermediary balances arising in our settlement process for direct merchants. In accordance with Accounting Standards Codification ("ASC") 210-20, *Offsetting*, we apply offsetting to our settlement processing assets and obligations where legal right of set-off exists. Please see Note 3 - Settlement Processing Assets and Obligations for further information.

Reserve for operating losses— As a part of our merchant credit and debit card processing and check guarantee services, we experience merchant losses and check guarantee losses, which are collectively referred to as "operating losses."

Our credit card processing merchant customers are liable for any charges or losses that occur under the merchant agreement. In the event, however, that we are not able to collect such amount from the merchants, due to merchant fraud, insolvency, bankruptcy or any other merchant-related reason, we may be liable for any such losses. We require cash deposits ("Merchant Reserves"), guarantees, letters of credit, and other types of collateral by certain merchants to minimize any such contingent liability. We also utilize a number of systems and procedures to manage merchant risk. We have, however, historically experienced losses due to merchant defaults.

We account for our potential liability for the full amount of the operating losses discussed above as guarantees. We estimate the fair value of these guarantees by adding a fair value margin to our estimate of losses. This estimate of losses is comprised of estimated known losses and estimated incurred but not reported losses. Estimated known losses arise from specific instances of, for example, merchant bankruptcies, closures or fraud of which we are aware at the balance sheet date, but for which the ultimate amount of associated loss will not be determined until after the balance sheet date. Estimated known loss accruals are recorded when it is probable that we have incurred a loss and the loss is reasonably estimable. Estimated known losses are calculated at the merchant level based on chargebacks received to date, processed volume, and historical chargeback ratios. The estimate is reduced for any collateral that we hold. Accruals for estimated known losses are evaluated periodically and adjusted as appropriate based on actual loss experience. Incurred but not reported losses result from transactions that we process before the balance sheet date for which we have not yet received chargeback notification. We estimate incurred but not reported losses by applying historical loss ratios to our direct merchant credit card and signature debit card sales volumes processed, or processed volume. Historically, this estimation process has been materially accurate.

As of November 30, 2013 and May 31, 2013, \$2.1 million and \$2.3 million, respectively, has been recorded to reflect the fair value of guarantees associated with merchant card processing. These amounts are included in settlement processing obligations in the accompanying consolidated balance sheets. The expense associated with the fair value of the guarantees of customer chargebacks is included in cost of service in the accompanying consolidated statements of income. For the three months ended November 30, 2013 and November 30, 2012, we recorded such expenses in the amounts of \$1.9 million and \$2.5 million, respectively. For the six months ended November 30, 2013 and November 30, 2012, we recorded such expenses in the amounts of \$3.2 million and \$5.3 million, respectively.

In our check guarantee service offering, we charge our merchants a percentage of the gross amount of the check and guarantee payment of the check to the merchant in the event the check is not honored by the payor's bank in accordance with the merchant's agreement with us. The fair value of the check guarantee approximates cost and is equal to the fee charged for the guarantee service, and we defer this fee revenue until the guarantee is satisfied. We have the right to collect the full amount of the check from the payor but have not historically recovered 100% of the guaranteed checks. Our check guarantee loss reserve is comprised of estimated losses on returned checks and estimated incurred but not reported losses. We estimate the loss on returned checks by applying historical collection rates to our claims receivable balance. We estimate incurred but not reported losses by applying historical loss ratios to the face value of our guaranteed checks. As of November 30, 2013 and May 31, 2013, we had a check guarantee loss reserve of \$3.5 million and \$3.1 million, respectively, which is included in net claims receivable in the accompanying consolidated balance sheets. For the three months ended November 30, 2013 and November 30, 2012, we recorded expenses of \$3.1 million and \$3.4 million, respectively, which are included in cost of service in the accompanying consolidated statements of income. For the six months ended November 30, 2013 and November 30, 2012, we recorded expenses of \$7.1 million and \$6.7 million, respectively. The estimated check returns and recovery amounts are subject to the risk that actual amounts returned and recovered in the future may differ significantly from estimates used in calculating the receivable valuation allowance.

As the potential for merchants' failure to settle individual reversed charges from consumers in our merchant credit card processing offering and the timing of individual checks clearing the payors' banks in our check guarantee offering are not predictable, it is not practicable to calculate the maximum amounts for which we could be liable under the guarantees issued under the merchant

card processing and check guarantee service offerings. It is not practicable to estimate the extent to which merchant collateral or subsequent collections of dishonored checks, respectively, would offset these exposures due to these same uncertainties.

Property and equipment— Property and equipment are stated at amortized cost. Depreciation and amortization are calculated using the straight-line method, except for certain technology assets discussed below. Leasehold improvements are amortized over the lesser of the remaining term of the lease or the useful life of the asset. Maintenance and repairs are charged to operations as incurred.

We develop software that is used in providing processing services to customers. Capitalization of internally developed software, primarily associated with operating platforms, occurs when we have completed the preliminary project stage, management authorizes the project, management commits to funding the project, it is probable the project will be completed and the project will be used to perform the function intended. The preliminary project stage consists of the conceptual formulation of alternatives, the evaluation of alternatives, the determination of existence of needed technology and the final selection of alternatives. Costs incurred prior to the completion of the preliminary project stage are expensed as incurred.

As of November 30, 2013, we have placed into service \$92.2 million of hardware and software associated with our technology processing platform, referred to as G2. G2 serves as a front-end operating environment for merchant processing and is intended to replace a number of legacy platforms. Depreciation and amortization associated with these costs is calculated based on transactions expected to be processed over the life of the platform. We believe that this method is more representative of the platform's use than the straight-line method. We are currently processing transactions on our G2 platform in nine markets in our Asia-Pacific region and for a limited number of United States merchants. As these markets represent a small percentage of our overall transactions, depreciation and amortization related to our G2 platform for the three months and six months ended November 30, 2013 was not significant. Depreciation and amortization expense will increase as we complete migrations of other merchants to the G2 platform.

Goodwill and other intangible assets— As of January 1, 2013, we completed our most recent annual goodwill impairment test and determined that the fair value of each of our reporting units was substantially in excess of the carrying value. No events or changes in circumstances have occurred since the date of our most recent annual impairment test that would more likely than not reduce the fair value of a reporting unit below its carrying amount.

Goodwill is tested for impairment at the reporting unit level, and the impairment test consists of two steps. In the first step the reporting unit's carrying amount, including goodwill, is compared to its fair value. If the carrying amount of the reporting unit is greater than its fair value, goodwill is considered impaired and step two must be performed. Step two measures the impairment loss by comparing the implied fair value of reporting unit goodwill with the carrying amount of that goodwill. The implied fair value of goodwill is determined by allocating the fair value of the reporting unit to all the assets and liabilities of that unit (including unrecognized intangibles) as if the reporting unit had been acquired in a business combination. The excess of fair value over the amounts allocated to the assets and liabilities of the reporting unit is the implied fair value of goodwill. The excess of the carrying amount over the implied fair value is the impairment loss.

We have six reporting units: North America Merchant Services, U.K. Merchant Services, Asia-Pacific Merchant Services, Central and Eastern Europe Merchant Services, Russia Merchant Services and Spain Merchant Services. We estimate the fair value of our reporting units using a combination of the income approach and the market approach. The income approach utilizes a discounted cash flow model incorporating management's expectations for future revenue, operating expenses, EBITDA, capital expenditures and an anticipated tax rate. We discount the related cash flow forecasts using our estimated weighted-average cost of capital for each reporting unit at the date of valuation. The market approach utilizes comparative market multiples in the valuation estimate. Multiples are derived by relating the value of guideline companies, based on either the market price of publicly traded shares or the prices of companies being acquired in the marketplace, to various measures of their earnings and cash flow. Such multiples are then applied to the historical and projected earnings and cash flow of the reporting unit in developing the valuation estimate.

Preparation of forecasts and the selection of the discount rates involve significant judgments about expected future business performance and general market conditions. Significant changes in our forecasts and the discount rates selected or the weighting of the income and market approach could affect the estimated fair value of one or more of our reporting units and could result in a goodwill impairment charge in a future period.

Other intangible assets primarily represent customer-related intangible assets (such as customer lists and merchant contracts), contract-based intangible assets (such as non-compete agreements, referral agreements and processing rights), and trademarks

associated with acquisitions. Customer-related intangible assets, contract-based intangible assets and certain trademarks are amortized over their estimated useful lives of from 5 to 30 years. The useful lives for customer-related intangible assets are determined based primarily on forecasted cash flows, which include estimates for the revenues, expenses, and customer attrition associated with the assets. The useful lives of contract-based intangible assets are equal to the terms of the agreements. The useful lives of amortizable trademarks are based on our plans to phase out the trademarks in the applicable markets.

Amortization for most of our customer-related intangible assets is calculated using an accelerated method. In determining amortization expense under our accelerated method for any given period, we calculate the expected cash flows for that period that were used in determining the acquired value of the asset and divide that amount by the expected total cash flows over the estimated life of the asset. We multiply that percentage by the initial carrying value of the asset to arrive at the amortization expense for that period. If the cash flow patterns that we experience differ significantly from our initial estimates, we will adjust the amortization schedule accordingly. These cash flow patterns are derived using certain assumptions and cost allocations due to a significant amount of asset interdependencies that exist in our business.

Impairment of long-lived assets— We regularly evaluate whether events and circumstances have occurred that indicate the carrying amount of property and equipment and finite-lived intangible assets may not be recoverable. When factors indicate that these long-lived assets should be evaluated for possible impairment, we assess the potential impairment by determining whether the carrying value of such long-lived assets will be recovered through the future undiscounted cash flows expected from use of the asset and its eventual disposition. If the carrying amount of the asset is determined not to be recoverable, a write-down to fair value is recorded. Fair values are determined based on quoted market prices or discounted cash flow analyses as applicable. We regularly evaluate whether events and circumstances have occurred that indicate the useful lives of property and equipment and finite-life intangible assets may warrant revision. In our opinion, the carrying values of our long-lived assets, including property and equipment and finite-life intangible assets, were not impaired at November 30, 2013 and May 31, 2013.

Income taxes— Deferred income taxes are determined based on the difference between the financial statement and tax bases of assets and liabilities using enacted tax laws and rates. A valuation allowance is provided when it is more likely than not that some portion or all of the deferred tax assets will not be realized.

Fair value measurements— GAAP requires disclosures about assets and liabilities that are measured at fair value. Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the reporting date. The reporting standard establishes consistency and comparability by providing a fair value hierarchy that prioritizes the inputs to valuation techniques into three broad levels. Level 1 inputs utilize quoted prices in active markets for identical assets or liabilities. Level 2 inputs are based on other observable market data, such as quoted prices for similar assets and liabilities, and inputs other than quoted prices that are observable such as interest rates and yield curves. Level 3 inputs are developed from unobservable data reflecting our assumptions and include situations where there is little or no market activity for the asset or liability.

Fair value of financial instruments— We consider that the carrying amounts of our financial instruments, including cash and cash equivalents, receivables, lines of credit, accounts payable and accrued liabilities, approximate their fair value given the short-term nature of these items. Our term loans include variable interest rates based on the prime rate or London Interbank Offered Rate ("LIBOR") plus a margin based on our leverage position. At November 30, 2013, the carrying amount of our term loans approximates fair value, which is calculated using Level 2 inputs. Our subsidiary in the Russian Federation has notes payable with a fixed interest rate of 8.5% and maturity dates ranging from December 2013 through November 2016. At November 30, 2013, we believe the carrying amount of these notes approximates fair value, which is calculated using Level 3 inputs. Please see Note 6 – Long-Term Debt and Credit Facilities for further information.

Financing receivables— Our subsidiary in the Russian Federation purchases Automated Teller Machines ("ATMs") and leases those ATMs to our sponsor bank. We have determined these arrangements to be direct financing leases. Accordingly, we have \$4.9 million and \$6.3 million of financing receivables included in our November 30, 2013 and May 31, 2013 consolidated balance sheets, respectively.

There is an inherent risk that our customer may not pay the contractual balances due. We periodically review the financing receivables for credit losses and past due balances to determine whether an allowance should be recorded. Historically we have not had any credit losses or past due balances associated with these receivables, and therefore we do not have an allowance recorded.

We have had no financing receivables modified as troubled debt restructurings nor have we had any purchases or sales of financing receivables.

Foreign currencies— We have significant operations in a number of foreign subsidiaries whose functional currency is their local currency. Gains and losses on transactions denominated in currencies other than the functional currencies are included in determining net income for the period. For the three and six months ended November 30, 2013 and November 30, 2012, our transaction gains and losses were insignificant.

The assets and liabilities of subsidiaries whose functional currency is a foreign currency are translated at the period-end rate of exchange. Income statement items are translated at the weighted average rates prevailing during the period. The resulting translation adjustment is recorded as a component of other comprehensive income and is included in equity. Translation gains and losses on intercompany balances of a long-term investment nature are also recorded as a component of other comprehensive income.

Earnings per share— Basic earnings per share is computed by dividing reported earnings available to common shareholders by the weighted average shares outstanding during the period. Earnings available to common shareholders is the same as reported net income attributable to Global Payments for all periods presented.

Diluted earnings per share is computed by dividing reported earnings available to common shareholders by the weighted average shares outstanding during the period and the impact of securities that would have a dilutive effect on earnings per share. All options with an exercise price less than the average market share price for the period are assumed to have a dilutive effect on earnings per share. The diluted share base for the three and six months ended November 30, 2012 excludes shares of 0.4 million and 0.5 million, respectively, related to stock options. These shares were not considered in computing diluted earnings per share because including them would have had an antidilutive effect. There were no excluded shares for the three or six months ended November 30, 2013 related to stock options. No additional securities were outstanding that could potentially dilute basic earnings per share.

The following table sets forth the computation of diluted weighted average shares outstanding for the three and six months ended November 30, 2013 and November 30, 2012:

	Three Months Ended		Six Months Ended	
	November 30, 2013	November 30, 2012	November 30, 2013	November 30, 2012
	(in thousands)		(in thousands)	
Basic weighted average shares outstanding	72,174	78,751	72,974	78,669
Plus: dilutive effect of stock options and other share-based awards	532	393	530	393
Diluted weighted average shares outstanding	72,706	79,144	73,504	79,062

New accounting pronouncements— From time-to-time, new accounting pronouncements are issued by the Financial Accounting Standards Board (“FASB”) or other standards setting bodies that are adopted by us as of the specified effective date. Unless otherwise discussed, our management believes that the impact of recently issued standards that are not yet effective will not have a material impact on our consolidated financial statements upon adoption.

In July 2013, the FASB issued Accounting Standards Update (“ASU”) 2013-11, “Presentation of an Unrecognized Tax Benefit When a Net Operating Loss Carryforward, a Similar Tax Loss, or a Tax Credit Carryforward Exists” (“ASU 2013-11”). The amendments in ASU 2013-11 require an entity to present an unrecognized tax benefit in the financial statements as a reduction to a deferred tax asset for a net operating loss (“NOL”) carryforward, a similar tax loss, or a tax credit carryforward except when: (1) A NOL carryforward, a similar tax loss, or a tax credit carryforward is not available as of the reporting date under the governing tax law to settle taxes that would result from the disallowance of the tax position; or (2) The entity does not intend to use the deferred tax asset for this purpose (provided that the tax law permits a choice). If either of these conditions exists, an entity should present an unrecognized tax benefit in the financial statements as a liability and should not net the unrecognized tax benefit with a deferred tax asset. The amendment does not affect the recognition or measurement of uncertain tax positions under Accounting Standards Codification (“ASC”) 740-5. The amendments in this ASU are effective for fiscal years, and interim periods within those years, beginning after December 15, 2013. The amendments should be applied prospectively to all unrecognized tax benefits that exist at

the effective date. Retrospective application is permitted. We do not expect this ASU to have an impact to our consolidated financial statements.

In July 2013, the FASB issued ASU 2013-10, "*Inclusion of the Fed Funds Effective Swap Rate (or Overnight Index Swap Rate) as a Benchmark Interest Rate for Hedge Accounting Purposes*" ("ASU 2013-10"). The amendments in ASU 2013-10 permit an entity to designate Fed Funds Effective Swap Rate, also referred to as the overnight index swap rate, as a benchmark interest rate for hedge accounting purposes. In addition, the amendment removes the restriction on using different benchmark interest rates for similar hedges. The amendment is applicable to all entities that elect to apply hedge accounting of the benchmark interest rate under ASC 815. The amendment is effective immediately. This amendment did not have an impact to our consolidated financial statements.

In March 2013, the FASB issued ASU 2013-05, "*Foreign Currency Matters*" ("ASU 2013-05"). The amendments in ASU 2013-05 resolve the diversity in practice about whether current literature applies to the release of the cumulative translation adjustment into net income when a parent either sells a part or all of its investment in a foreign entity or no longer holds a controlling financial interest in a subsidiary or group of assets that is a nonprofit activity or a business within a foreign entity. In addition, the amendments in ASU 2013-05 resolve the diversity in practice for the treatment of business combinations achieved in stages (sometimes also referred to as step acquisitions) involving a foreign entity. ASU 2013-05 is effective prospectively for fiscal years and interim reporting periods within those years, beginning after December 15, 2013. This standard is effective for us beginning June 1, 2014. We are currently evaluating the impact of ASU 2013-05 on our consolidated financial statements.

NOTE 2—PROCESSING SYSTEM INTRUSION

In early March of 2012, we identified and self-reported unauthorized access into a limited portion of our North America card processing system. Our investigation also revealed potential unauthorized access to servers containing personal information collected from merchants who applied for processing services. As a result of this incident, certain card networks removed us from their list of Payment Card Industry Data Security Standards ("PCI DSS") compliant service providers. We have since received reports on compliance covering our systems that process, store, transmit or otherwise utilize card data and we have been returned to the network list of PCI DSS compliant service providers. During the three and six months ended November 30, 2013, we recorded a credit of \$7.0 million associated with this incident related to insurance recoveries that we deemed probable of collection at the balance sheet date. This brings total insurance recoveries recognized to date to \$27.0 million, and we do not expect any additional recoveries. During the three months ended November 30, 2012, we recorded a credit of \$14.5 million associated with this incident. This credit reflects a \$31.5 million reduction of our accrual for estimated fraud losses, fines and other charges based on agreements with certain networks resulting in charges that were less than our initial estimates. During the six months ended November 30, 2012, we recorded \$9.5 million of expense associated with this incident. To date, we have not experienced a material loss of revenue that we can confirm has been related to this incident. However, this incident and our related remediation efforts could potentially have a negative impact on future revenues.

NOTE 3—SETTLEMENT PROCESSING ASSETS AND OBLIGATIONS

We are designated as a Merchant Service Provider by MasterCard and an Independent Sales Organization by Visa. These designations are dependent upon member clearing banks ("Member") sponsoring us and our adherence to the standards of the networks. We have primary financial institution sponsors in the various markets where we facilitate payment transactions with whom we have sponsorship or depository and clearing agreements. These agreements allow us to route transactions under the member banks' control and identification numbers to clear credit card transactions through MasterCard and Visa. In certain markets, we are members in various payment networks, allowing us to process and fund transactions without third-party sponsorship.

Funds settlement refers to the process of transferring funds for sales and credits between card issuers and merchants. For transactions processed on our systems, we use our internal network telecommunication infrastructure to provide funding instructions to the Members who in turn fund the merchants. In markets where we utilize third-party sponsorship, the standards of the card networks restrict us from performing funds settlement or accessing merchant settlement funds, and, instead, require that these funds be in the possession of the Member until the merchant is funded. However, in practice and in accordance with the terms of our sponsorship agreements with our Members, we generally follow a net settlement process whereby, if the incoming amount from the card networks precedes the Member's funding obligation to the merchant, we temporarily hold the surplus on behalf of the Member in our account at the Member bank and record a corresponding liability. Conversely, if the Member's funding obligation to the merchant precedes the incoming amount from the card networks, the amount of the Member's net receivable position is

either subsequently advanced to the Member by us or the Member satisfies this obligation with its own funds. If the Member uses its own funds, the Member may assess funding cost, which is included in interest and other expense on the accompanying consolidated statements of income. Each participant in the transaction process receives compensation for its services.

Timing differences, interchange expense, Merchant Reserves and exception items cause differences between the amount the Member receives from the card networks and the amount funded to the merchants. These intermediary balances arising in our settlement process for direct merchants are reflected as settlement processing assets and obligations on our balance sheet. Settlement processing assets and obligations consist of the components outlined below:

- Interchange reimbursement - our receivable from merchants for the portion of the discount fee related to reimbursement of the interchange expense.
- Receivable from Members - our receivable from the Members for transactions we have funded merchants on behalf of the Members in advance of receipt of card association funding.
- Receivable from networks - our receivable from the card networks for transactions processed on behalf of merchants where we are a Member of that particular network.
- Exception items - items such as customer chargeback amounts received from merchants.
- Merchant Reserves - reserves held to minimize contingent liabilities associated with losses that may occur under the merchant agreement.
- Liability to Members - our liability to the Members for transactions for which we have received funding from the Members but have not funded merchants on behalf of the Members. Also cases in which the Member uses its own funds to satisfy a funding obligation to merchants that precedes the incoming amount from the card network.
- Liability to merchants - our liability to merchants for transactions that have been processed but not yet funded where we are a Member of that particular network.
- Reserve for operating losses - see Note 1 -*Summary of Significant Accounting Policies*.
- Reserve for sales allowances.

In accordance with ASC 210-20, *Offsetting*, we apply offsetting to our settlement processing assets and obligations where legal right of set-off exists. We apply this offsetting by Member because the Member is ultimately responsible for funds settlement. With these Member transactions, we do not have access to the gross proceeds of the receivable from the networks and do not have a direct obligation or any ability to satisfy the payable that funds the merchant. In these situations, we apply offsetting to determine a net position with each member sponsor. If that net position is an asset, we reflect the net amount in settlement processing assets on our balance sheet and we present the individual components in the settlement processing assets table below. If that net position is a liability, we reflect the net amount in settlement processing obligations on our consolidated balance sheet and we present the individual components in the settlement processing obligations table below. In markets where we have direct membership, offsetting is not applied, and the individual components are presented as an asset or obligation based on the nature of that component.

	November 30, 2013	May 31, 2013
(in thousands)		
Settlement processing assets:		
Interchange reimbursement	\$ 69,428	\$ 70,348
Receivable from Members	265,862	117,404
Receivable from networks	418,656	126,136
Exception items	3,869	2,725
Merchant Reserves	(69,812)	(57,409)
	\$ 688,003	\$ 259,204
Settlement processing obligations:		
Interchange reimbursement	\$ 180,426	\$ 200,319
Liability to Members	(274,312)	(27,717)
Liability to merchants	(481,502)	(120,875)
Exception items	6,575	12,308
Merchant Reserves	(226,613)	(223,314)
Reserve for operating losses	(2,109)	(2,318)
Reserves for sales allowances	(1,136)	(961)
	\$ (798,671)	\$ (162,558)

NOTE 4—BUSINESS AND INTANGIBLE ASSET ACQUISITIONS AND JOINT VENTURES

Fiscal 2014

Comercia Global Payments Brazil

Effective September 30, 2013, CaixaBank, S.A. ("CaixaBank"), which owns 49% of Comercia Global Payments ("Comercia"), our subsidiary in Spain, purchased 50% of Global Payments Brazil for \$2.1 million in cash and a commitment to fund the capital needs of the business until such time as their cumulative funding is equal to funding that we have provided from inception through the effective date of the transaction. The transaction created a new joint venture which will do business as Comercia Global Payments Brazil. As a result of the transaction, we deconsolidated Global Payments Brazil, and we apply the equity method of accounting to our retained interest in Comercia Global Payments Brazil. We recorded a gain on the transaction of \$2.1 million which is included in interest and other income in the consolidated statement income. The results of the Brazil operation from inception until the restructuring into a joint venture on September 30, 2013 were not material to our consolidated results of operations, and the assets and liabilities that we derecognized were not material to our consolidated balance sheet.

American Express Portfolio

In October 2013, we acquired a merchant portfolio in the Czech Republic from American Express Limited for \$1.9 million. The acquired assets have been classified as customer-related intangible assets and contract-based intangible assets with estimated amortization periods of 10 years.

Fiscal 2013

Accelerated Payment Technologies

On October 1, 2012, we completed the acquisition of 100% of the common stock of Accelerated Payment Technologies ("APT") for \$413.0 million less working capital. We funded the acquisition using proceeds from a term loan. We acquired APT, a provider of fully-integrated payment technology solutions for small and medium sized merchants, to expand our direct distribution capabilities in the United States. This acquisition has been recorded as a business combination, and the purchase price was allocated to the assets

[Table of Contents](#)

acquired and liabilities assumed based on their estimated fair values. The purchase price of APT was determined by analyzing the historical and prospective financial statements. Acquisition costs associated with this purchase were not material.

The following table summarizes the purchase price allocation (in thousands):

Goodwill	\$ 308,518
Customer-related intangible assets	97,200
Contract-based intangible assets	30,600
Acquired technology	15,000
Fixed assets	1,309
Other assets	3,708
Total assets acquired	456,335
Deferred income taxes	(46,167)
Net assets acquired	\$ 410,168

The goodwill associated with the acquisition is not deductible for tax purposes. The customer-related intangible assets have estimated amortization periods of 12 years. The contract-based intangible assets have amortization periods of 1.5 to 10 years. The acquired technology has an amortization period of 8 years.

Prior to the acquisition, we processed transactions for the majority of APT's merchants via an ISO relationship. As a result, our revenue did not materially change with this acquisition and the amount of incremental revenue and earnings of APT since the acquisition date included in the consolidated statement of income for the three and six months ended November 30, 2013 is not material. With the acquisition, we no longer pay a monthly residual to APT. The following pro forma information shows the results of our operations for the three and six months ended November 30, 2012 as if the APT acquisition had occurred June 1, 2012. The pro forma information is presented for information purposes only and is not necessarily indicative of what would have occurred if the acquisition had been made as of that date. The pro forma information is also not intended to be a projection of future results due to the integration of the acquired business.

	Unaudited			
	Three Months Ended		Six Months Ended	
	November 30, 2012	November 30, 2012	November 30, 2012	November 30, 2012
	(Actual)	(Pro forma)	(Actual)	(Pro forma)
	(in thousands, except per share data)		(in thousands, except per share data)	
Total revenues	\$ 588,538	\$ 589,327	\$ 1,178,825	\$ 1,183,000
Net income attributable to Global Payments	\$ 70,183	\$ 69,871	\$ 116,858	\$ 117,754
Net income per share attributable to Global Payments, basic	\$ 0.89	\$ 0.89	\$ 1.49	\$ 1.50
Net income per share attributable to Global Payments, diluted	\$ 0.89	\$ 0.88	\$ 1.48	\$ 1.49

Redeemable Noncontrolling Interest Acquisition

On July 26, 2012, we entered into an agreement to purchase HSBC Asia's ("HSBC") 44% interest in Global Payments Asia-Pacific Limited ("GPAP") for fair value of \$242.0 million. Effective December 1, 2012, we completed the purchase. We used a combination of excess cash and existing borrowings to complete the transaction.

The purchase was treated as an equity transaction and reflected as a financing cash outflow in our statement of cash flows. Accordingly, no additional value was ascribed to the assets of GPAP. The difference between the maximum redemption amount of the redeemable noncontrolling interest at July 26, 2012 and our purchase price was recorded as a reduction of paid-in capital of \$96.0 million. In accordance with Accounting Standards Codification 480, *Distinguishing Liabilities from Equity* ("ASC 480"), from the

agreement date through the close of the transaction, we accounted for our commitment to purchase the remaining 44% of GPAP as a freestanding forward contract. Accordingly as of July 26, 2012, we stopped attributing income to redeemable noncontrolling interest and any subsequent distributions to holders of the redeemable noncontrolling interest are characterized as interest expense. HSBC is entitled to dividends through the closing of the transaction pursuant to the GPAP shareholders agreement and the purchase agreement. During fiscal 2013, we declared a dividend for fiscal year 2012 of which \$8.4 million was paid to HSBC. Such dividend is reflected as interest expense in our consolidated statements of income in the accordance with the provisions of ASC 480. During fiscal year 2014, we expect to declare an additional dividend related to GPAP operations through the closing date. We expect HSBC's share of such dividend to be reflected in interest expense in our fiscal year 2014 consolidated statements of income.

Banca Civica

On December 12, 2012, Comercia completed the acquisition of the merchant acquiring business of Banca Civica, S.A. ("Civica") from CaixaBank for € 7.5 million (\$22.9 million equivalent as of the acquisition date). This transaction has been recorded as a business combination, and the purchase price is allocated to the assets acquired and liabilities assumed based on their estimated fair values. The purchase price of Civica was determined by analyzing the historical and prospective financial statements. The results of operations of this business were not significant to our consolidated results of operations and accordingly, we have not provided pro forma information relating to this acquisition. Acquisition costs associated with this purchase were not material.

The following table summarizes the purchase price allocation (in thousands):

Goodwill	\$ 4,445
Customer-related intangible assets	4,576
Contract-based intangible assets	13,858
Net assets acquired	<u>\$ 22,879</u>

The goodwill associated with the acquisition is not deductible for tax purposes. The customer-related and contract-based intangible assets have estimated amortization periods of 10 and 18 years, respectively.

NOTE 5—GOODWILL AND INTANGIBLE ASSETS

As of November 30, 2013 and May 31, 2013, goodwill and intangible assets consisted of the following:

	November 30, 2013	May 31, 2013
	(in thousands)	
Goodwill	<u>\$ 1,063,310</u>	<u>\$ 1,044,222</u>
Other intangible assets:		
Customer-related intangible assets	\$ 568,415	\$ 559,884
Trademarks	6,213	6,390
Acquired technology	15,000	15,000
Contract-based intangible assets	113,902	110,234
	<u>703,530</u>	<u>691,508</u>
Less accumulated amortization:		
Customer-related intangible assets	290,560	262,649
Trademarks	4,016	3,967
Acquired technology	2,184	1,248
Contract-based intangible assets	27,420	22,796
	<u>324,180</u>	<u>290,660</u>
	<u>\$ 379,350</u>	<u>\$ 400,848</u>

The following table discloses the changes in the carrying amount of goodwill for the six months ended November 30, 2013:

	North America merchant services	International merchant services	Total
	(in thousands)		
Balance at May 31, 2013	\$ 519,175	\$ 525,047	\$ 1,044,222
Accumulated impairment losses	—	—	—
	<u>\$ 519,175</u>	<u>\$ 525,047</u>	<u>\$ 1,044,222</u>
Goodwill acquired	—	—	—
Effect of foreign currency translation	(2,124)	21,212	19,088
Balance at November 30, 2013	<u>\$ 517,051</u>	<u>\$ 546,259</u>	<u>\$ 1,063,310</u>

NOTE 6—LONG-TERM DEBT AND CREDIT FACILITIES

Outstanding debt consisted of the following:

	November 30, 2013	May 31, 2013
	(in thousands)	
Lines of credit:		
Corporate Credit Facility - long-term	\$ 360,000	\$ 309,955
Short-term lines of credit:		
United Kingdom Credit Facility	82,104	74,146
Global Payments Canada Finance Corporation Credit Facility	76,875	—
Hong Kong Credit Facility	74,680	38,134
Spain Credit Facility	168,888	28,041
Malaysia Credit Facility	10,337	14,025
Taiwan Credit Facility	5,844	8,359
Canada Credit Facility	—	6,866
Singapore Credit Facility	12,993	6,459
Philippines Credit Facility	7,660	6,384
Sri Lanka Credit Facility	2,169	1,978
Macau Credit Facility	2,201	1,966
Maldives Credit Facility	1,999	741
Brunei Credit Facility	688	362
Malta Credit Facility	70	—
Total short-term lines of credit	\$ 446,508	\$ 187,461
Total lines of credit	806,508	497,416
Notes payable	4,896	6,014
Term loan	630,000	647,500
Total debt	\$ 1,441,404	\$ 1,150,930
Current portion	\$ 518,859	\$ 259,796
Long-term debt	922,545	891,134
Total debt	\$ 1,441,404	\$ 1,150,930

Lines of Credit

The Corporate Credit Facility is available for general corporate purposes and to fund future strategic acquisitions. As of November 30, 2013, the interest rate on the Corporate Credit Facility was 2.4% and the facility expires on December 7, 2015. Our short-term lines of credit are primarily used to fund settlement. For certain of our lines of credit, the line of credit balance is reduced by the amount of cash we have on deposit in specific accounts with the lender when determining compliance with the credit limit. Accordingly, the line of credit balance may exceed the stated credit limit at any given point in time, when in fact the combined position is less than the credit limit. The total available incremental borrowings at November 30, 2013 were \$390.0 million under our Corporate Credit Facility. As of November 30, 2013, we had \$1,031.9 million available to fund settlement under our short-term lines of credit.

[Table of Contents](#)

For the three months ended November 30, 2013, we entered into the following additional lines of credit:

Global Payments Canada Finance Corporation - On September 30, 2013, we entered into a revolving overdraft facility for up to \$80.0 million CAD to fund interchange and merchants prior to receipt of corresponding settlement funds from the card associations. This credit facility has a variable short-term interest rate.

Malta - On October 9, 2013, we entered into an amendment of our revolving overdraft facility for up to 2.5 million EUR to fund interchange and merchants prior to receipt of corresponding settlement funds from the card associations. This credit facility has a variable short-term interest rate plus a margin.

US Wells Fargo Credit Facility - On September 26, 2013, we entered into a revolving overdraft facility for up to \$50.0 million to fund interchange and merchants prior to receipt of corresponding settlement funds from the card associations. Interest expense is incurred based on a variable short-term interest rate plus a margin. As of November 30, 2013, the facility was undrawn.

Term Loan

On September 28, 2012, we entered into a five-year unsecured \$700.0 million term loan agreement with a syndicate of banks. The term loan expires in September 2017 and bears interest, at our election, at the prime rate or LIBOR, plus a leverage based margin. As of November 30, 2013 the interest rate on the term loan was 2.4%. The term loan has scheduled quarterly principal payments of \$17.5 million at the end of each fiscal quarter through maturity. As of November 30, 2013, the outstanding balance of the term loan was \$630.0 million. The November 2013 scheduled principal payment was due on a weekend. As a result, the principal payment was made on the following business day, December 2, 2013.

Notes Payable

United Card Services, our subsidiary in the Russian Federation, has notes payable with a total outstanding balance of approximately \$4.9 million at November 30, 2013. These notes have a fixed interest rate of 8.5% with maturity dates ranging from December 2013 through November 2016.

Compliance with Covenants

There are certain financial and non-financial covenants contained in our various credit facilities and term loans. Our term loan agreement includes financial covenants requiring a leverage ratio no greater than 3.25 to 1.00 and a fixed charge coverage ratio no less than 2.50 to 1.00. We complied with these covenants as of and for the three and six months ended November 30, 2013 and November 30, 2012.

NOTE 7—INCOME TAX

We have a deferred tax asset of \$93.1 million at November 30, 2013 primarily associated with the purchase of the remaining 49% interest in HSBC Merchant Services LLP in fiscal 2010.

Our effective tax rates were 26.9% and 27.6% for the three months ended November 30, 2013 and November 30, 2012, respectively. Our effective tax rates were 28.5% and 29.2% for the six months ended November 30, 2013 and November 30, 2012, respectively. The effective tax rates for the six months ended November 30, 2013 and November 30, 2012 reflect reductions to our United Kingdom deferred tax asset due to legislated enacted corporate tax rate reductions in the United Kingdom of 8% and 2%, respectively.

As of November 30, 2013 and May 31, 2013, other long-term liabilities included liabilities for unrecognized income tax benefits of \$62.1 million and \$53.8 million, respectively. During the three months ended November 30, 2013, we recognized an increase in liabilities of \$5.0 million for unrecognized income tax benefits. During the six months ended November 30, 2013, we recognized an increase in liabilities of \$8.3 million for unrecognized income tax benefits. During the three and six months ended November 30, 2013 and November 30, 2012, amounts recorded for accrued interest and penalty expense related to the unrecognized income tax benefits were insignificant.

We conduct business globally and file income tax returns in the United States federal jurisdiction and various state and foreign jurisdictions. In the normal course of business, we are subject to examination by taxing authorities throughout the world, including such major jurisdictions as the United States, the United Kingdom and Canada. We are currently under audit with the United States Internal Revenue Service for fiscal years 2011 and 2010. We are no longer subject to income tax examinations for years ended May 31, 2006 and prior.

NOTE 8—SHAREHOLDERS' EQUITY

On July 25, 2013, our Board of Directors approved a share repurchase program that authorized the purchase of up to \$250.0 million of our common stock. For the three months ended November 30, 2013, we repurchased and retired 1.6 million shares for \$85.7 million and prepaid \$20.0 million for future repurchases pursuant to the accelerated share repurchase ("ASR") program described below, for a total of \$105.7 million.

On October 7, 2013, we entered into an ASR program with Goldman, Sachs & Co. to repurchase an aggregate of \$100.0 million of our common stock. The ASR is part of the Board authorized program to repurchase up to \$250.0 million of our common stock. Under the program, we received approximately 1.5 million shares at the inception of the ASR. The total number of shares ultimately repurchased under the agreement will be determined upon final settlement and will be based on the volume-weighted average price of our common stock during the repurchase program. We anticipate that all repurchases under the ASR will be completed during our third fiscal quarter. When we complete the ASR, we will have \$124.5 million remaining under share repurchase programs.

NOTE 9—SHARE-BASED AWARDS AND OPTIONS

As of November 30, 2013, we have awards outstanding under four share-based employee compensation plans. The fair value of share-based awards is amortized as compensation expense on a straight-line basis over the vesting period.

Non-qualified stock options and restricted stock have been granted to officers, key employees and directors under the Global Payments Inc. 2000 Long-Term Incentive Plan, as amended and restated (the "2000 Plan"), the Global Payments Inc. Amended and Restated 2005 Incentive Plan (the "2005 Plan"), an Amended and Restated 2000 Non-Employee Director Stock Option Plan (the "Director Plan"), and the Global Payments Inc. 2011 Incentive Plan (the "2011 Plan") (collectively, the "Plans"). There were no further grants made under the 2000 Plan after the 2005 Plan was effective and the Director Plan expired by its terms on February 1, 2011 so no further grants will be granted thereunder.

The 2011 Plan permits grants of equity to employees, officers, directors and consultants. A total of 7.0 million shares of our common stock was reserved and made available for issuance pursuant to awards granted under the 2011 Plan. Effective with the adoption of the 2011 Plan, there will be no future grants under the 2005 Plan.

The following table summarizes the share-based compensation cost charged to income for (i) all stock options granted, (ii) our restricted stock program (including PRSUs and TSRs), and (iii) our employee stock purchase plan. The total income tax benefit recognized for share-based compensation in the accompanying statements of income is also presented.

	Three Months Ended		Six Months Ended	
	November 30, 2013	November 30, 2012	November 30, 2013	November 30, 2012
	(in millions)			
Share-based compensation expense	\$ 7.2	\$ 5.0	\$ 12.0	\$ 9.2
Income tax benefit	\$ 2.0	\$ 1.3	\$ 3.3	\$ 2.7

Restricted Stock

Shares and performance units awarded under the restricted stock program of the Plans are held in escrow and released to the grantee upon the grantee's satisfaction of conditions of the grantee's restricted stock agreement. The grant date fair value of restricted stock awards is based on the quoted market value of our common stock at the award date.

Certain executives are granted two different types of performance units under our restricted stock program. A portion of those performance units represent the right to earn 0% to 200% of a target number of shares of our common stock depending upon the achievement level of certain performance measures during the grant year ("PRSUs"). The target number of PRSUs and the performance measures (at threshold, target, and maximum) are set by the Compensation Committee of our Board of Directors. PRSUs are converted to a time-based restricted stock grant only if our performance during the fiscal year exceeds pre-established goals. The other portion of these performance units represent the right to earn 0% to 200% of target shares of our common stock based on our relative total shareholder return compared to peer companies over a three year performance period ("TSRs"). The target number of TSRs for each executive is set by the Compensation Committee of our Board of Directors and a monte carlo simulation is used to calculate the estimated share payout.

Grants of restricted awards are subject to forfeiture if a grantee, among other conditions, leaves our employment prior to expiration of the restricted period. New grants of restricted awards generally vest one year after the date of grant in 25% increments over a four year period, with the exception of TSRs which vest after a three year period.

The following table summarizes the changes in non-vested restricted stock awards for the six months ended November 30, 2013 (share awards in thousands):

	<u>Shares</u>	<u>Weighted Average Grant-Date Fair Value</u>
Non-vested at May 31, 2013	1,096	\$ 44
Granted	550	47
Vested	(360)	44
Forfeited	(99)	44
Non-vested at November 30, 2013	<u>1,187</u>	<u>45</u>

The total fair value of share awards vested during the six months ended November 30, 2013 and November 30, 2012 was \$15.9 million and \$13.2 million, respectively.

We recognized compensation expense for restricted stock of \$6.8 million and \$4.4 million in the three months ended November 30, 2013 and November 30, 2012, respectively. We recognized compensation expense for restricted stock of \$11.1 million and \$8.0 million in the six months ended November 30, 2013 and November 30, 2012, respectively. As of November 30, 2013, there was \$48.1 million of total unrecognized compensation cost related to non-vested restricted stock awards that is expected to be recognized over a weighted average period of 2.7 years.

Employee Stock Purchase Plan

We have an Employee Stock Purchase Plan under which the sale of 2.4 million shares of our common stock has been authorized. Employees may designate up to the lesser of \$25,000 or 20% of their annual compensation for the purchase of our common stock. The price for shares purchased under the plan is 85% of the market value on the last day of the quarterly purchase period. As of November 30, 2013, 1.1 million shares had been issued under this plan, with 1.3 million shares reserved for future issuance. We recognized compensation expense for the plan of \$0.1 million and \$0.2 million in the three months ended November 30, 2013 and November 30, 2012, respectively. We recognized compensation expense for the plan of \$0.2 million and \$0.3 million in the six months ended November 30, 2013 and November 30, 2012, respectively.

The weighted average grant-date fair value of each designated share purchased under this plan during the six months ended November 30, 2013 and November 30, 2012 was \$7 and \$6, respectively, which represents the fair value of the 15% discount.

Stock Options

Stock options are granted at 100% of fair market value on the date of grant and have 10-year terms. Stock options granted vest one year after the date of grant in 25% increments over a four year period. The Plans provide for accelerated vesting under certain conditions. There were no options granted under the Plans during the six months ended November 30, 2013 and November 30, 2012.

The following is a summary of our stock option activity as of and for the six months ended November 30, 2013:

	Options (in thousands)	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term (years)	Aggregate Intrinsic Value (in millions)
Outstanding at May 31, 2013	1,765	\$ 35	3.5	\$ 23.9
Granted	—	—		
Forfeited	(63)	39		
Exercised	(824)	29		
Outstanding at November 30, 2013	<u>878</u>	41	4.3	\$ 19.9
Options vested and exercisable at November 30, 2013	<u>819</u>	41	4.2	\$ 18.5

The aggregate intrinsic value of stock options exercised during the six months ended November 30, 2013 and November 30, 2012 was \$16.5 million and \$5.4 million. As of November 30, 2013, we had \$0.5 million of total unrecognized compensation cost related to unvested options which we expect to recognize over a weighted average period of 0.96 years. We recognized compensation expense for stock options of \$0.2 million and \$0.4 million in the three months ended November 30, 2013 and November 30, 2012, respectively. We recognized compensation expense for stock options of \$0.6 million and \$0.9 million in the six months ended November 30, 2013 and November 30, 2012, respectively.

NOTE 10—SUPPLEMENTAL CASH FLOW INFORMATION

Supplemental cash flow disclosures are as follows:

	Six Months Ended	
	November 30, 2013	November 30, 2012
	(in thousands)	
Supplemental cash flow information:		
Income taxes paid, net of refunds	\$ 45,620	\$ 23,236
Interest paid	\$ 14,357	\$ 7,772

NOTE 11—NONCONTROLLING INTERESTS

The following table details the components of redeemable noncontrolling interests for the six months ended November 30, 2012:

	Six Months Ended	
	November 30, 2012	
	(in thousands)	
Beginning balance	\$	144,422
Net income attributable to redeemable noncontrolling interest		1,814
Foreign currency translation adjustment		573
Decrease in the maximum redemption amount of redeemable noncontrolling interest		(817)
Derecognition of redeemable noncontrolling interest		(145,992)
Ending balance	\$	—

For the six months ended November 30, 2013 and November 30, 2012, net income included in the consolidated statements of changes in equity is reconciled to net income presented in the consolidated statements of income as follows:

	Six Months Ended	
	November 30, 2013	November 30, 2012
	(in thousands)	
Net income attributable to Global Payments	\$ 138,540	\$ 116,858
Net income attributable to nonredeemable noncontrolling interests	13,025	10,861
Subtotal per statement of changes in equity	151,565	127,719
Net income attributable to redeemable noncontrolling interest	—	1,814
Net income	\$ 151,565	\$ 129,533

The following table is the reconciliation of net income attributable to noncontrolling interest to comprehensive income attributable to noncontrolling interest for the three and six months ended November 30, 2013 and November 30, 2012:

	Three Months Ended	
	November 30, 2013	November 30, 2012
	(in thousands)	
Net income attributable to noncontrolling interest, net of tax	\$ 5,960	\$ 5,188
Foreign currency translation attributable to nonredeemable noncontrolling interests	4,055	4,588
Comprehensive income attributable to noncontrolling interests, net of tax	\$ 10,015	\$ 9,776

	Six Months Ended	
	November 30, 2013	November 30, 2012
	(in thousands)	
Net income attributable to noncontrolling interest, net of tax	\$ 13,025	\$ 12,675
Foreign currency translation attributable to nonredeemable noncontrolling interests	6,617	6,979
Foreign currency translation attributable to redeemable noncontrolling interests	—	573
Comprehensive income attributable to noncontrolling interests, net of tax	<u>\$ 19,642</u>	<u>\$ 20,227</u>

NOTE 12—SEGMENT INFORMATION**General information**

We operate in two reportable segments, North America merchant services and International merchant services. The merchant services segments primarily offer processing solutions for credit cards, debit cards, and check-related services.

Information about profit and assets

We evaluate performance and allocate resources based on the operating income of each segment. The operating income of each segment includes the revenues of the segment less those expenses that are directly related to those revenues. Operating overhead, shared costs and certain compensation costs are included in Corporate in the following table. Interest expense or income and income tax expense are not allocated to the individual segments. Lastly, we do not evaluate performance or allocate resources using segment asset data. The accounting policies of the reportable segments are the same as those described in the Summary of Significant Accounting Policies in Note 1.

Information on segments, including revenue by geographic distribution within segments, and reconciliations to consolidated revenues and consolidated operating income are as follows for the three and six months ended November 30, 2013 and November 30, 2012:

	Three Months Ended		Six Months Ended	
	November 30, 2013	November 30, 2012	November 30, 2013	November 30, 2012
(in thousands)				
Revenues:				
United States	\$ 361,793	\$ 339,998	\$ 725,626	\$ 685,896
Canada	85,240	80,770	171,912	161,667
North America merchant services	447,033	420,768	897,538	847,563
Europe	146,866	131,161	290,054	259,626
Asia-Pacific	40,223	36,609	76,215	71,636
International merchant services	187,089	167,770	366,269	331,262
Consolidated revenues	\$ 634,122	\$ 588,538	\$ 1,263,807	\$ 1,178,825
Operating income (loss) for segments:				
North America merchant services	\$ 70,437	\$ 67,114	\$ 140,136	\$ 134,331
International merchant services	62,467	53,987	124,008	111,127
Corporate ⁽¹⁾	(20,997)	(4,519)	(44,853)	(48,388)
Consolidated operating income	\$ 111,907	\$ 116,582	\$ 219,291	\$ 197,070
Depreciation and amortization:				
North America merchant services	\$ 13,612	\$ 12,569	\$ 27,066	\$ 21,825
International merchant services	13,799	14,234	27,143	27,857
Corporate	1,607	1,358	3,183	2,373
Consolidated depreciation and amortization	\$ 29,018	\$ 28,161	\$ 57,392	\$ 52,055

⁽¹⁾ Includes processing system intrusion credits of \$7.0 million and \$14.5 million for the three months ended November 30, 2013 and November 30, 2012, respectively. Includes a processing system intrusion credit of \$7.0 million and a charge of \$9.5 million for the six months ended November 30, 2013 and November 30, 2012, respectively.

Our results of operations and our financial condition are not significantly reliant upon any single customer.

NOTE 13—COMMITMENTS AND CONTINGENCIES

BIN/ICA Agreements

We have entered into sponsorship or depository and processing agreements with certain banks. These agreements allow us to use the banks' identification numbers, referred to as Bank Identification Number ("BIN") for Visa transactions and Interbank Card Association ("ICA") number for MasterCard transactions, to clear credit card transactions through Visa and MasterCard. Certain of such agreements contain financial covenants, and we were in compliance with all such covenants as of November 30, 2013.

Effective September 30, 2013, Global Payments Canada Finance Corporation commenced operations and became a direct member of Visa Canada. Accordingly, we no longer use third party Visa sponsorship in Canada.

ITEM 2- MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

For an understanding of the significant factors that influenced our results, the following discussion should be read in conjunction with our unaudited consolidated financial statements and related notes appearing elsewhere in this report. This management's discussion and analysis should also be read in conjunction with the management's discussion and analysis and consolidated financial statements included in our Annual Report on Form 10-K for the fiscal year ended May 31, 2013.

General

We are a provider of electronic payments transaction processing services for consumers, merchants, independent sales organizations (ISOs), financial institutions, government agencies and multi-national corporations located throughout the United States, Canada, Brazil, the United Kingdom, Spain, the Republic of Malta, the Czech Republic, the Russian Federation and the Asia-Pacific region. We serve as an intermediary to facilitate payment transactions and operate in two business segments, North America merchant services and International merchant services. We were incorporated in Georgia as Global Payments Inc. in September 2000 and spun-off from our former parent company on January 31, 2001. Including our time as part of our former parent company, we have been in the payments business since 1967.

Our North America merchant services and International merchant services segments target customers in many vertical industries including financial services, gaming, government, health care, professional services, restaurants, retail, universities, nonprofit organizations and utilities.

Our offerings provide merchants, ISOs and financial institutions with credit and debit card transaction processing and check-related services. Our primary business model provides payment products and services directly to merchants as our end customers. We also provide similar products and services to financial institutions and a limited number of ISOs that, in turn, resell our products and services, in which case, the financial institutions and select ISOs are our end customers. These particular services are marketed in the United States, Canada, and parts of Europe.

The majority of merchant services revenue is generated on services priced as a percentage of transaction value or a specified fee per transaction, depending on card type. We also charge other fees based on specific services that are unrelated to the number of transactions or the transaction value. Revenue from credit cards and signature debit cards is generally based on a percentage of transaction value along with other related fees, while revenue from PIN debit cards is typically based on a fee per transaction.

Our products and services are marketed through a variety of sales channels that include our integrated solutions channel, a dedicated direct sales force, ISOs, an internal telesales group, retail outlets, trade associations, alliance bank relationships and financial institutions. We seek to leverage the continued shift to electronic payments by expanding market share in our existing markets through our distribution channels or through acquisitions in North America, the Asia-Pacific region and Europe, and investing in and leveraging technology and people, thereby maximizing shareholder value. We also seek to enter new markets through acquisitions in the Asia-Pacific region, Europe, and Latin America.

Our business does not have pronounced seasonality in which more than 30% of our revenues occur in one quarter. However, each geographic channel has somewhat higher and lower quarters given the nature of the portfolio. While there is some variation in seasonality across markets, the first and fourth quarters are generally the strongest, and the third quarter tends to be the weakest due to lower volumes processed in the months of January and February.

Executive Overview

For the six months ended November 30, 2013, revenues increased 7.2% to \$1,263.8 million from \$1,178.8 million for the prior year's comparable period, reflecting growth in all of our markets.

Consolidated operating income was \$219.3 million for the six months ended November 30, 2013 compared to \$197.1 million for the prior year's comparable period. Consolidated operating income for the six months ended November 30, 2013 and November 30, 2012 includes a processing system intrusion credit of \$7.0 million and an expense of \$9.5 million, respectively. Net income attributable to Global Payments increased \$21.7 million, or 18.6%, to \$138.5 million for the six months ended November 30, 2013 from \$116.9

[Table of Contents](#)

million in the prior year's comparable period, resulting in a \$0.40 increase in diluted earnings per share to \$1.88 for the six months ended November 30, 2013 from \$1.48 for the six months ended November 30, 2012.

North America merchant services segment revenue increased \$50.0 million, or 5.9%, to \$897.5 million for the six months ended November 30, 2013 from \$847.6 million for the six months ended November 30, 2012. North America merchant services segment operating income increased to \$140.1 million for the six months ended November 30, 2013 from \$134.3 million for the six months ended November 30, 2012, with operating margins of 15.6% and 15.8% for the six months ended November 30, 2013 and November 30, 2012. The growth in the North America merchant services segment is primarily due to growth in our United States integrated solutions and direct sales channels and growth in Canada.

International merchant services segment revenue increased \$35.0 million, or 10.6%, to \$366.3 million for the six months ended November 30, 2013 from \$331.3 million for the six months ended November 30, 2012. International merchant services operating income also increased to \$124.0 million for the six months ended November 30, 2013 from \$111.1 million for the six months ended November 30, 2012, with operating margins of 33.9% and 33.5% for the six months ended November 30, 2013 and November 30, 2012, respectively. The growth in the International merchant services segment is due to growth across our European markets and in the Asia-Pacific region.

Results of Operations

The following table shows key selected financial data for the three months ended November 30, 2013 and November 30, 2012, this data as a percentage of total revenues, and the changes between three months ended November 30, 2013 and November 30, 2012, in dollars and as a percentage of the prior year's comparable period.

	Three Months Ended November 30, 2013	% of Revenue⁽¹⁾	Three Months Ended November 30, 2012	% of Revenue⁽¹⁾	Change	% Change
(dollar amounts in thousands)						
Revenues:						
United States	\$ 361,793	57.1 %	\$ 339,998	57.8 %	\$ 21,795	6.4 %
Canada	85,240	13.4 %	80,770	13.7 %	4,470	5.5 %
North America merchant services	447,033	70.5 %	420,768	71.5 %	26,265	6.2 %
Europe	146,866	23.2 %	131,161	22.3 %	15,705	12.0 %
Asia-Pacific	40,223	6.3 %	36,609	6.2 %	3,614	9.9 %
International merchant services	187,089	29.5 %	167,770	28.5 %	19,319	11.5 %
Total revenues	\$ 634,122	100 %	\$ 588,538	100 %	\$ 45,584	7.7 %
Consolidated operating expenses:						
Cost of service	\$ 235,170	37.1 %	\$ 210,268	35.7 %	\$ 24,902	11.8 %
Sales, general and administrative	294,045	46.4 %	276,177	46.9 %	17,868	6.5 %
Processing system intrusion	(7,000)	(1.1)%	(14,489)	(2.5)%	7,489	(51.7)%
Operating income	\$ 111,907	17.6 %	\$ 116,582	19.8 %	\$ (4,675)	(4.0)%
Operating income (loss) for segments:						
North America merchant services	\$ 70,437		\$ 67,114		\$ 3,323	5.0 %
International merchant services	62,467		53,987		8,480	15.7 %
Corporate ⁽²⁾	(20,997)		(4,519)		(16,478)	364.6 %
Operating income	\$ 111,907		\$ 116,582		\$ (4,675)	(4.0)%
Operating margin for segments:						
North America merchant services		15.8%		16.0%		(0.2)%
International merchant services		33.4%		32.2%		1.2 %

⁽¹⁾ Percentage amounts may not sum to the total due to rounding.

⁽²⁾ Includes processing system intrusion credits of \$7.0 million and \$14.5 million in the three months ended November 30, 2013 and November 30, 2012, respectively.

The following table shows key selected financial data for the six months ended November 30, 2013 and November 30, 2012, this data as a percentage of total revenues, and the change between six months ended November 30, 2013 and November 30, 2012, in dollars and as a percentage of the prior year's comparable period. Accelerated Payment Technologies ("APT") results of operations are included in our consolidated results of operations and results of operations of our North America merchant services segment from October 1, 2012, the date we acquired APT. Accordingly, results of operations for the six months ended November 30, 2012 reflect the results of APT's operations for two months, while results of operations for the six months ended November 30, 2013 reflect the results of APT's operations for six months.

[Table of Contents](#)

	Six Months Ended November 30, 2013	% of Revenue ⁽¹⁾	Six Months Ended November 30, 2012	% of Revenue ⁽¹⁾	Change	% Change
(dollar amounts in thousands)						
Revenues:						
United States	\$ 725,626	57.4 %	\$ 685,896	58.2%	\$ 39,730	5.8 %
Canada	171,912	13.6 %	161,667	13.7%	10,245	6.3 %
North America merchant services	897,538	71.0 %	847,563	71.9%	49,975	5.9 %
Europe	290,054	23.0 %	259,626	22.0%	30,428	11.7 %
Asia-Pacific	76,215	6.0 %	71,636	6.1%	4,579	6.4 %
International merchant services	366,269	29.0 %	331,262	28.1%	35,007	10.6 %
Total revenues	\$ 1,263,807	100 %	\$ 1,178,825	100%	\$ 84,982	7.2 %
Consolidated operating expenses:						
Cost of service	\$ 465,915	36.9 %	\$ 414,659	35.2%	\$ 51,256	12.4 %
Sales, general and administrative	585,601	46.3 %	557,596	47.3%	28,005	5.0 %
Processing system intrusion	(7,000)	(0.6)%	9,500	0.8%	(16,500)	(173.7)%
Operating income	\$ 219,291	17.4 %	\$ 197,070	16.7%	\$ 22,221	11.3 %
Operating income (loss) for segments:						
North America merchant services	\$ 140,136		\$ 134,331		\$ 5,805	4.3 %
International merchant services	124,008		111,127		12,881	11.6 %
Corporate ⁽²⁾	(44,853)		(48,388)		3,535	(7.3)%
Operating income	\$ 219,291		\$ 197,070		\$ 22,221	11.3 %
Operating margin for segments:						
North America merchant services		15.6%		15.8%		(0.2)%
International merchant services		33.9%		33.5%		0.4 %

⁽¹⁾ Percentage amounts may not sum to the total due to rounding.

⁽²⁾ Includes a processing system intrusion credit of \$7.0 million and a charge of \$9.5 million in the six months ended November 30, 2013 and November 30, 2012, respectively.

Processing System Intrusion

In early March of 2012, we identified and self-reported unauthorized access into a limited portion of our North America card processing system. Our investigation also revealed potential unauthorized access to servers containing personal information collected from merchants who applied for processing services. As a result of this incident, certain card networks removed us from their list of Payment Card Industry Data Security Standards ("PCI DSS") compliant service providers. We have since received reports on compliance covering our systems that process, store, transmit or otherwise utilize card data and we have been returned to the network list of PCI DSS compliant service providers. During the three months ended November 30, 2013, we recorded a credit of \$7.0 million associated with this incident related to insurance recoveries that we deemed probable of collecting at the balance sheet date. This brings total insurance recoveries recognized to date to \$27.0 million, and we do not expect any additional recoveries. During the three months ended November 30, 2012, we recorded a credit of \$14.5 million associated with this incident. This credit reflects a \$31.5 million reduction of our accrual for estimated fraud losses, fines and other charges based on agreements with certain networks resulting in charges that were less than our initial estimates. During the six months ended November 30, 2012, we recorded \$9.5

[Table of Contents](#)

million of expense associated with this incident. To date, we have not experienced a material loss of revenue that we can confirm has been related to this incident. However, this incident and our related remediation efforts could potentially have a negative impact on future revenues.

As previously reported, this incident did lead to legal proceedings against us, and could result in lawsuits in the future. In addition, governmental entities have made inquiries and the Federal Trade Commission has initiated an investigation related to the incident. We have not recorded any loss accruals related to these items or any other claims that may be asserted against us in relation to this incident as we have not determined that losses associated with any such potential claims are probable. Further, we do not have sufficient information to estimate the amount or range of possible losses associated with such matters. If we should determine that an unfavorable outcome is probable on such a claim and that the amount of such probable loss that we will incur on that claim is reasonably estimable, we will accrue our estimate of such loss. If and when we record such an accrual, it could be material and could adversely impact our results of operations.

Revenues

We derive our revenues from four primary sources: charges based on volumes and fees for services, charges based on transaction quantity, service fees and equipment sales and rentals. Revenues generated by these areas depend upon a number of factors, such as demand for and price of our services, the technological competitiveness of our product offerings, our reputation for providing timely and reliable service, competition within our industry and general economic conditions.

For the three months ended November 30, 2013 revenues increased 7.7% to \$634.1 million compared to the prior year's comparable period. For the six months ended November 30, 2013 revenues increased 7.2% to \$1,263.8 million compared to the prior year's comparable period. This revenue growth was primarily due to growth in most of our markets in North America, Europe, and the Asia-Pacific region.

North America Merchant Services Segment

For the three months ended November 30, 2013, revenue from our North America merchant services segment increased 6.2% to \$447.0 million compared to the prior year's comparable period. For the six months ended November 30, 2013, revenue from our North America merchant services segment increased 5.9% to \$897.5 million compared to the prior year's comparable period. North America revenue growth was driven by our United States integrated solutions, direct sales and ISO channels and growth in Canada.

We grow our United States revenue primarily by adding small and mid-market merchants in diversified vertical markets. For the three months ended November 30, 2013, our United States credit and debit card processed transactions grew 8.4% compared to the prior year's comparable period. For the six months ended November 30, 2013, our United States credit and debit card processed transactions grew 8.5% compared to the prior year's comparable period.

For the three months ended November 30, 2013, our Canadian revenue increased 5.5% to \$85.2 million due to credit transaction growth and assessment-based pricing changes. For the six months ended November 30, 2013, our Canadian revenue increased 6.3% to \$171.9 million due to credit transaction growth and assessment-based pricing changes. For the six months ended November 30, 2013, our total transactions grew 2.9% compared to the prior year, including 5.2% growth in credit transactions. These increases were somewhat offset by the impact of changes in exchange rates.

International Merchant Services Segment

For the three months ended November 30, 2013, International merchant services revenue increased 11.5% to \$187.1 million compared to the prior year's comparable period. For the six months ended November 30, 2013, International merchant services revenue increased 10.6% to \$366.3 million compared to the prior year's comparable period. Our Europe merchant services revenue for the three months ended November 30, 2013 increased 12.0% to \$146.9 million compared to the prior year's comparable period, driven primarily by transaction growth in all markets. Our Europe merchant services revenue for the six months ended November 30, 2013 increased 11.7% to \$290.1 million compared to the prior year's comparable period, driven primarily by transaction growth in all markets. Asia-Pacific merchant services revenue of \$40.2 million for the three months ended November 30, 2013 represents an increase of 9.9% compared to the prior year's comparable period. Asia-Pacific merchant services revenue of \$76.2 million for the six months ended November 30, 2013 represents an increase of 6.4% compared to the prior year's comparable period.

Consolidated Operating Expenses

Cost of service consists primarily of compensation or personnel expenses paid to operations and technology-related personnel; assessments and other fees paid to card networks; transaction processing expenses, including third-party services; network telecommunications capability; depreciation and occupancy costs associated with the facilities performing these functions; amortization of intangible assets; and provisions for operating losses. Cost of service increased 11.8% and 12.4% during the three and six months ended November 30, 2013, respectively, compared to the prior year's comparable period primarily driven by an increase in the variable costs associated with revenue growth and an increase in intangible amortization expense related to APT. As a percentage of revenue, cost of service increased to 37.1% for the three months ended November 30, 2013 from 35.7% in the prior year's comparable period. As a percentage of revenue, cost of service increased to 36.9% for the six months ended November 30, 2013 from 35.2% in the prior year's comparable period.

Sales, general and administrative expenses consist primarily of compensation or personnel expenses paid to sales personnel; non-revenue producing customer support functions, administrative employees and management; commissions paid to ISOs, independent contractors, and other third parties; advertising costs; share-based compensation expense and occupancy of leased space directly related to these functions. Sales, general and administrative expenses increased 6.5% for the three months ended November 30, 2013 compared to the prior year's comparable period. Sales, general and administrative expenses increased 5.0% for the six months ended November 30, 2013 compared to the prior year's comparable period. This increase is primarily due to an increase in commission payments to ISOs and costs associated with employee termination benefits. This increase was partially offset by the elimination of ISO commission payments previously made to APT as a result of our acquisition of APT on October 1, 2012. As a percentage of revenues, sales, general and administrative expenses decreased to 46.4% for the three months ended November 30, 2013 from 46.9% in the prior year's comparable period. As a percentage of revenues, sales, general and administrative expenses decreased to 46.3% for the six months ended November 30, 2013 from 47.3% in the prior year's comparable period.

Operating Income and Operating Margin for Segments

For the purpose of discussing segment operations, we refer to operating income as calculated by subtracting segment direct expenses from segment revenue. Overhead and shared expenses, including share-based compensation, are not allocated to segment operations; they are reported in the caption "Corporate." Similarly, references to operating margin regarding segment operations mean segment operating income divided by segment revenue.

North America Merchant Services Segment

Operating income in North America merchant services segment increased 5.0% for the three months ended November 30, 2013 compared to the prior year's comparable period. Operating income in North America merchant services segment increased 4.3% for the six months ended November 30, 2013 compared to the prior year's comparable period. The increase in operating income was primarily due to the increase in transactions and volume in our United States integrated solutions and direct sales channels and growth in Canada. This increase was slightly offset by foreign currency translation in Canada. The operating margin was 15.8% and 16.0% for the three months ended November 30, 2013 and November 30, 2012, respectively. The operating margin was 15.6% and 15.8% for the six months ended November 30, 2013 and November 30, 2012, respectively.

International Merchant Services Segment

Operating income in International merchant services segment increased 15.7% to \$62.5 million for the three months ended November 30, 2013 compared to the prior year's comparable period. Operating income in International merchant services segment increased 11.6% to \$124.0 million for the six months ended November 30, 2013 compared to the prior year's comparable period. The operating margin was 33.4% and 32.2% for the three months ended November 30, 2013 and November 30, 2012, respectively. The operating margin was 33.9% and 33.5% for the six months ended November 30, 2013 and November 30, 2012, respectively.

Corporate

Our corporate expenses include costs associated with our Atlanta headquarters, global data security expenses, expenses related to our Global Service Center in Manila, Philippines that have not been allocated to our business segments, insurance, employee

Table of Contents

incentive programs, share-based compensation programs, and certain corporate staff, including finance, accounting, information technology, legal, human resources, marketing and executive. We also consider costs and cost recoveries associated with the processing system intrusion to be a corporate expense. Our corporate expenses increased 364.6% to \$21.0 million for the three months ended November 30, 2013 compared to the prior year's comparable period as smaller credits related to the processing system intrusion were offset by higher data security costs and employee termination benefits. Our corporate expenses decreased 7.3% to \$44.9 million for the six months ended November 30, 2013 compared to the prior year's comparable period due to lower processing system intrusion costs, which offset higher data security costs and employee termination benefits.

Consolidated Operating Income

For the three months ended November 30, 2013, our consolidated operating income decreased 4.0% to \$111.9 million from \$116.6 million in the prior year's comparable period. This decrease is primarily due to the adjustment of the processing system intrusion accrual during the three months ended November 30, 2012. For the six months ended November 30, 2013, our consolidated operating income increased 11.3% to \$219.3 million from \$197.1 million in the prior year's comparable period. The increase in our consolidated operating income is primarily due to solid financial results in North America and Europe and lower costs associated with the processing system intrusion in the six months ended November 30, 2013 compared to the six months ended November 30, 2012.

Consolidated Other Income/Expense, Net

Other expense, net, decreased to \$2.7 million for the three months ended November 30, 2013 compared to \$12.4 million in the prior year's comparable period. Other expense, net, decreased to \$7.3 million for the six months ended November 30, 2013 compared to \$14.0 million in the prior year's comparable period. During the three months ended November 30, 2013, we recorded a \$2.1 million gain related to the sale of 50% of our Brazil business. Please see Note 4 - Business and Intangible Asset Acquisition and Joint Ventures for further discussion. In addition during fiscal 2012, a dividend payment was made to HSBC in the amount of \$8.4 million, related to a redeemable noncontrolling interest that HSBC held in Global Payments Asia-Pacific.

Provision for Income Taxes

Our effective tax rates were 26.9% and 27.6% for the three months ended November 30, 2013 and November 30, 2012, respectively. Our effective tax rates were 28.5% and 29.2% for the six months ended November 30, 2013 and November 30, 2012, respectively. The effective tax rates for six months ended November 30, 2013 and November 30, 2012 reflect adjustments to our United Kingdom, deferred tax asset due to legislated enacted corporate tax rate reductions in the United Kingdom of 8% and 2%, respectively. Our effective tax rates differ from United States, statutory rates due to domestic and international tax planning initiatives and income generated in lower tax jurisdictions due to international expansion.

Noncontrolling Interests, Net of Tax

Noncontrolling interests, net of tax increased to \$6.0 million from \$5.2 million for the three months ended November 30, 2013 and November 30, 2012, respectively. Noncontrolling interests, net of tax increased to \$13.0 million from \$12.7 million for the six months ended November 30, 2013 and November 30, 2012, respectively.

Liquidity and Capital Resources

A significant portion of our liquidity comes from operating cash flows. Cash flow from operations is used to make planned capital investments in our business, to pursue acquisitions that meet our corporate objectives, to pay dividends, and to pay down debt and repurchase shares at the discretion of our Board of Directors. Accumulated cash balances are invested in high quality and marketable short-term instruments.

Our capital plan objectives are to support the Company's operational needs and strategic plan for long-term growth while maintaining a low cost of capital. Lines of credit are used in certain of our markets to fund settlement and as a source of working capital and, along with other bank financing, to fund acquisitions. We regularly evaluate our liquidity and capital position relative to cash requirements, and we may elect to raise additional funds in the future, either through the issuance of debt, equity or otherwise.

At November 30, 2013, we had cash and cash equivalents totaling \$1,096.8 million. Of this amount, we consider \$280.3 million to be available cash. Our available cash balance includes \$214.4 million of cash held by foreign subsidiaries whose earnings are considered permanently reinvested for United States tax purposes. These cash balances reflect our capital investments in these subsidiaries and the accumulation of cash flows generated by each subsidiary's operations, net of cash flows used to service debt locally and fund non-United States acquisitions. We believe that we are able to maintain a sufficient level of liquidity for our domestic operations and commitments without repatriation of the earnings of these foreign subsidiaries. If we were to repatriate some or all of the cash held by such foreign subsidiaries, we do not believe that the associated income tax liabilities would have a significant impact on our liquidity.

Available cash excludes settlement related and merchant reserve cash balances. Settlement related cash balances represent funds that we hold on behalf of our member sponsors when the incoming amount from the card networks precedes the member sponsors' funding obligation to the merchant. Settlement related cash balances are not restricted; however these funds are generally paid out in satisfaction of settlement processing obligations the following day. Settlement related cash balances and the associated settlement processing obligations were unusually high at November 30, 2013 because the quarter ended on a weekend, and merchants were funded the next business day. Merchant reserve cash balances represent funds collected from our merchants that serve as collateral to minimize contingent liabilities associated with any losses that may occur under the merchant agreement ("Merchant Reserves"). At November 30, 2013, our cash and cash equivalents included \$296.4 million related to Merchant Reserves. While this cash is not restricted in its use, we believe that designating this cash to collateralize Merchant Reserves strengthens our fiduciary standing with our member sponsors and is in accordance with the guidelines set by the card networks. See *Cash and cash equivalents and Settlement processing assets and obligations* under Note 1 and Note 3 in the notes to the consolidated financial statements for additional details.

Operating activities provided net cash of \$411.7 million for the six months ended November 30, 2013. Operating activities provided net cash of \$124.8 million during the six months ended November 30, 2012. The increase in cash flow from operating activities was primarily due to the change in net settlement processing assets and obligations of \$204.3 million driven by the timing of quarter end cut-off.

Net cash used in investing activities decreased from \$462.6 million for the six months ended November 30, 2012 to \$39.1 million for the six months ended November 30, 2013, primarily due to the reduction in business, intangible and other asset acquisitions, net of cash acquired due to use of \$408.8 million for the acquisition of APT during the six months ended November 30, 2012.

For the six months ended November 30, 2013, financing activities provided \$47.5 million in cash compared to \$537.3 million in cash in the prior year's comparable period. The decrease in cash provided by financing activities was primarily related to lower net proceeds from issuance of long-term debt and increased share repurchases somewhat offset by increased borrowings on short-term lines of credit to fund settlement.

We believe that our current level of cash and borrowing capacity under our lines of credit described below, together with future cash flows from operations, are sufficient to meet the needs of our existing operations and planned requirements for the foreseeable future. During fiscal year 2014, we expect capital expenditures to approximate \$90.0 million.

Contractual Obligations

The operating lease commitments disclosed in our Annual Report on Form 10-K for the year ended May 31, 2013 have not changed significantly. Our remaining current contractual and other obligations are as follows:

Long-Term Debt and Credit Facilities

Outstanding debt consisted of the following:

	November 30, 2013	May 31, 2013
Lines of credit:	(in thousands)	
Corporate Credit Facility - long-term	\$ 360,000	\$ 309,955
Short-term lines of credit:		
United Kingdom Credit Facility	82,104	74,146
Global Payments Canada Finance Corp Credit Facility	76,875	—
Hong Kong Credit Facility	74,680	38,134
Spain Credit Facility	168,888	28,041
Malaysia Credit Facility	10,337	14,025
Taiwan Credit Facility	5,844	8,359
Canada Credit Facility	—	6,866
Singapore Credit Facility	12,993	6,459
Philippines Credit Facility	7,660	6,384
Sri Lanka Credit Facility	2,169	1,978
Macau Credit Facility	2,201	1,966
Maldives Credit Facility	1,999	741
Brunei Credit Facility	688	362
Malta Credit Facility	70	—
Total short-term lines of credit	\$ 446,508	\$ 187,461
Total lines of credit	806,508	497,416
Notes payable	4,896	6,014
Term loan	630,000	647,500
Total debt	\$ 1,441,404	\$ 1,150,930
Current portion	\$ 518,859	\$ 259,796
Long-term debt	922,545	891,134
Total debt	\$ 1,441,404	\$ 1,150,930

Lines of Credit

The Corporate Credit Facility is available for general corporate purposes and to fund future strategic acquisitions. As of November 30, 2013, the interest rate on the Corporate Credit Facility was 2.4% and the facility expires on December 7, 2015. Our short-term lines of credit are primarily used to fund settlement. For certain of our lines of credit, the line of credit balance is reduced by the amount of cash we have on deposit in specific accounts with the lender when determining compliance with the credit limit. Accordingly, the line of credit balance may exceed the stated credit limit at any given point in time, when in fact the combined position is less than the credit limit. The total available incremental borrowings at November 30, 2013 was \$390.0 million under our Corporate Credit Facility. As of November 30, 2013, we had \$1,031.9 million available to fund settlement under our short-term lines of credit.

During the quarter ended November 30, 2013, the maximum and average borrowings under our lines of credit were \$991.0 million and \$658.1 million, respectively. The weighted-average interest rates on these borrowings were 1.6% and 2.0%, respectively.

For the three months ended November 30, 2013, we entered into the following additional lines of credit:

Global Payments Canada Finance Corporation - On September 30, 2013, we entered into a revolving overdraft facility for up to \$80.0 million CAD to fund interchange and merchants prior to receipt of corresponding settlement funds from the card associations. This credit facility has a variable short-term interest rate.

Malta - On October 9, 2013, we entered into an amendment of our revolving overdraft facility for up to 2.5 million EUR to fund interchange and merchants prior to receipt of corresponding settlement funds from the card associations. This credit facility has a variable short-term interest rate plus a margin.

US Wells Fargo Credit Facility - On September 26, 2013, we entered into a revolving overdraft facility for up to \$50.0 million to fund interchange and merchants prior to receipt of corresponding settlement funds from the card associations. Interest expense is incurred based on a variable short-term interest rate plus a margin. As of November 30, 2013, the facility was undrawn.

Term Loan

On September 28, 2012, we entered into a five-year unsecured \$700.0 million term loan agreement with a syndicate of banks. The term loan expires in September 2017 and bears interest, at our election, at the prime rate or LIBOR, plus a leverage-based margin. As of November 30, 2013, the annual interest rate on the term loan was 2.4%. The term loan has scheduled principal payments of \$17.5 million at the end of each fiscal quarter through maturity. As of November 30, 2013, the outstanding balance of the term loan was \$630.0 million. The November 2013 scheduled principal payment was due on a weekend. As a result the principal payment was made on the following business day, December 2, 2013.

Notes Payable

United Card Services, our subsidiary in the Russian Federation, has notes payable with a total outstanding balance of approximately \$4.9 million at November 30, 2013. These notes have fixed annual interest rates of 8.5% with maturity dates ranging from December 2013 through November 2016.

Compliance with Covenants

There are certain financial and non-financial covenants contained in our various credit facilities and term loans. Our term loan agreements include financial covenants requiring a leverage ratio no greater than 3.25 to 1.00 and a fixed charge coverage ratio no less than 2.50 to 1.00. We complied with these covenants as of and for the three and six months ended November 30, 2013 and November 30, 2012.

Critical Accounting Estimates

In applying the accounting policies that we use to prepare our consolidated financial statements, we necessarily make accounting estimates that affect our reported amounts of assets, liabilities, revenues, and expenses. Some of these accounting estimates require us to make assumptions about matters that are highly uncertain at the time we make the accounting estimates. We base these assumptions and the resulting estimates on historical information and other factors that we believe to be reasonable under the circumstances, and we evaluate these assumptions and estimates on an ongoing basis; however, in many instances we reasonably could have used different accounting estimates, and in other instances, changes in our accounting estimates are reasonably likely to occur from period to period, which could result in a material change in the financial statement presentation of our financial condition or results of operations. We refer to accounting estimates of this type as "critical accounting estimates."

Accounting estimates necessarily require subjective determinations about future events and conditions. During the six months ended November 30, 2013, we have not adopted any new critical accounting policies, have not changed any critical accounting policies and have not changed the application of any critical accounting policies from the year ended May 31, 2013. You should read the Critical Accounting Estimates in Item 7 – Management's Discussion and Analysis of Financial Condition and Results of Operations, Item 1A – Risk Factors included in our Annual Report on Form 10-K for the year ended May 31, 2013 and our summary of significant accounting policies in Note 1 of our notes to the unaudited consolidated financial statements in this Form 10-Q.

Special Cautionary Notice Regarding Forward-Looking Statements

We believe that it is important to communicate our plans and expectations about the future to our shareholders and to the public. Investors are cautioned that some of the statements we use in this report, and in some of the documents we incorporate by reference in this report, contain forward-looking statements and are made pursuant to the “safe-harbor” provisions of the Private Securities Litigation Reform Act of 1995. These forward-looking statements involve a number of risks and uncertainties, are predictive in nature, and depend upon or refer to future events or conditions. You can sometimes identify forward-looking statements by our use of the words “believes,” “anticipates,” “expects,” “intends,” “plans” and similar expressions. Actual events or results might differ materially from those expressed or forecasted in these forward-looking statements.

Although we believe that the plans and expectations reflected in or suggested by our forward-looking statements are reasonable, those statements are based on a number of assumptions, estimates, projections or plans that are inherently subject to significant risks, uncertainties, and contingencies that are subject to change. Accordingly, we cannot guarantee you that our plans and expectations will be achieved. Our actual revenues, revenue growth and margins, other results of operations and shareholder values could differ materially from those anticipated in our forward-looking statements as a result of many known and unknown factors. We advise you to review the risk factors presented in Item 1A – Risk Factors of our Annual Report on Form 10-K for the fiscal year ended May 31, 2013 for information on some of the matters which could adversely affect our business and results of operations.

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 release publicly the results of any revisions to our forward-looking statements. You are advised, however, to consult any further disclosures we make in our reports filed with the Securities and Exchange Commission and in our press releases.

Where to Find More Information

We file annual and quarterly reports, proxy statements and other information with the SEC. You may read and print materials that we have filed with the SEC from their website at www.sec.gov. In addition, certain of our SEC filings, including our annual report on Form 10-K, our quarterly reports on Form 10-Q, our current reports on Form 8-K and amendments thereto can be viewed and printed from the investor information section of our website at www.globalpaymentsinc.com free of charge. Certain materials relating to our corporate governance, including our senior financial officers’ code of ethics, are also available in the investor information section of our website. Copies of our filings and specified exhibits and these corporate governance materials are also available, free of charge, by writing or calling us using the address or phone number on the cover of this Form 10-Q. You may also telephone our investor relations office directly at (770) 829-8234. We are not including the information on our website as a part of, or incorporating it by reference into, this report.

Our SEC filings may also be viewed and copied at the following SEC public reference room, and at the offices of the New York Stock Exchange, where our common stock is quoted under the symbol “GPN.”

SEC Public Reference Room
100 F Street, N.E.
Washington, DC 20549
(You may call the SEC at 1-800-SEC-0330 for further information on the public reference room.)

NYSE Euronext
20 Broad Street
New York, NY 10005

Item 3. Quantitative and Qualitative Disclosures About Market Risk

We are exposed to market risk related to changes in interest rates on our debt and cash investments. Our long-term debt has the option of variable interest rates based on the prime rate or LIBOR plus a margin based on our leverage position. We invest our excess cash in securities that we believe are highly liquid and marketable in the short term. These investments are not held for trading or other speculative purposes. Interest rates on our lines of credit are based on market rates and fluctuate accordingly. Under our current policies, we do not use interest rate derivative instruments to manage exposure to interest rate changes and believe the market risk arising from investment instruments and debt to be minimal.

A substantial amount of our operations are conducted in foreign currencies. Consequently, a portion of our revenues and expenses may be affected by fluctuations in foreign currency exchange rates. We are also affected by fluctuations in exchange rates on assets and liabilities related to our foreign operations. We have not hedged our translation risk on foreign currency exposure.

Item 4. Controls and Procedures

As of November 30, 2013, management carried out, under the supervision and with the participation of our principal executive officer and principal financial officer, an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934). Based on this evaluation, our principal executive officer and principal financial officer concluded that, as of November 30, 2013, our disclosure controls and procedures were effective in ensuring that information required to be disclosed by us in the reports that we file or submit under the Securities Exchange Act of 1934, as amended, is recorded, processed, summarized and reported within the time periods specified in applicable rules and forms and are designed to ensure that information required to be disclosed in those reports is accumulated and communicated to management, including our principal executive and principal financial officers, as appropriate to allow timely decisions regarding required disclosure.

There were no changes in our internal control over financial reporting during the quarter ended November 30, 2013, that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Part II - OTHER INFORMATION

Item 1. Legal Proceedings

None.

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

(c) Purchases of Equity Securities by the Issuer and Affiliated Purchasers

The shares repurchased in the second quarter of fiscal 2014, the approximate average price paid, including commissions, and the approximate dollar value remaining available for purchase are as follows:

<u>Plan category</u>	Total Number of Shares (or Units) Purchased	Approximate Average Price Paid per Share (or Unit)	Total Number of Shares (or Units) Purchased as Part of Publicly Announced Plans or Programs	Maximum Number (or Approximate Dollar Value) of Shares (or Units) that May Yet Be Purchased Under the Plans or Programs
September 1, 2013 - September 30, 2013	100,737	\$ 49.50	100,737	
October 1, 2013 - October 31, 2013	1,472,841	54.83	1,472,841	
November 1, 2013 - November 30, 2013	—	—	—	
Total	<u>1,573,578</u>	<u>\$ 54.48</u>	<u>1,573,578</u>	<u>\$ 124,519,845</u>

Note: On October 7, 2013, we entered into an ASR program with Goldman, Sachs & Co. to repurchase an aggregate of \$100.0 million of our common stock. The ASR is part of the Board authorized program to repurchase up to \$250.0 million of our common stock. Under the program, we received approximately 1.5 million shares at the inception of the ASR. The total number of shares ultimately repurchased under the agreement will be determined upon final settlement and will be based on the volume-weighted average price of our common stock during the repurchase program. We anticipate that all repurchases under the ASR will be completed during our third fiscal quarter. When we complete the ASR, we will have \$124.5 million remaining under share repurchase programs.

Item 6. Exhibits

List of Exhibits

- 3.1 Second Amended and Restated Articles of Incorporation of Global Payments Inc. filed as Exhibit 3.1 to the Registrant's Annual Report on Form 10-K dated July 25, 2013, File No. 001-16111.
- 3.2 Sixth Amended and Restated By-laws of Global Payments Inc. filed as Exhibit 3.2 to the Registrant's Annual Report on Form 10-K dated July 25, 2013, File No. 001-16111.
- 4.2 Form of certificate representing Global Payments Inc. common stock as amended, filed as Exhibit 4.4 to the Registrant's Registration Statement on Form 10 dated December 28, 2000, File No. 001-16111, and incorporated herein by reference.
- 10.1* Employment Agreement, dated as of December 1, 2013, between Global Payments Inc. and Jane M. Elliott.
- 10.2* Employment Agreement, dated as of December 1, 2013, between Global Payments Inc. and G. Thomas Balas, Jr.
- 10.3* Employment Agreement, dated as of December 1, 2013, between Global Payments Inc. and Guido F. Sacchi.
- 10.4* Employment Agreement, dated as of December 1, 2013, between Global Payments Inc. and David L. Green.
- 10.5 Second Amendment to Employment Agreement for Paul R. Garcia, filed as Exhibit 10.1 to the Registrant's Current Report on Form 8-K dated October 1, 2013, File No. 001-16111 and incorporated herein by reference.
- 10.6 Amendment to Key Position Agreement for Paul R. Garcia, filed as Exhibit 10.2 to the Registrant's Current Report on Form 8-K dated October 1, 2013, File No. 001-16111 and incorporated herein by reference.
- 10.7 Amendment to Employment Agreement for Jeffrey Sloan, filed as Exhibit 10.3 to the Registrant's Current Report on Form 8-K dated October 1, 2013, File No. 001-16111 and incorporated herein by reference.
- 10.8 Global Payments Inc. 2014 Non-Employee Director Compensation Plan(sub-plan to the Global Payments Inc. 2011 Incentive Plan, dated September 27, 2011) dated November 20, 2013, filed as Exhibit 10.1 to the Registrant's Current Report on Form 8-K dated November 20, 2013, File No. 001-16111 and incorporated herein by reference.
- 10.9 Transition and Separation Agreement for Suellyn P. Tornay, filed as Exhibit 10.1 to the Registrant's Current Report on Form 8-K dated December 12, 2013, and incorporated herein by reference.
- 18 Preferability Letter from Independent Registered Public Accounting Firm dated October 11, 2011, filed as Exhibit 18 to the Registrant's Quarterly Report on Form 10-Q dated August 31, 2011, File No. 001-16111 and incorporated herein by reference.
- 31.1* Rule 13a-14(a)/15d-14(a) Certification of CEO.
- 31.2* Rule 13a-14(a)/15d-14(a) Certification of CFO.
- 32.1* CEO and CFO Certification pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002.
- 101 The following financial information from the Quarterly Report on Form 10-Q for the second quarter ended November 30, 2013, formatted in XBRL (“Extensible Business Reporting Language”) and furnished electronically herewith: (i) the Consolidated Statements of Income; (ii) the Consolidated Balance Sheets; (iii) the Consolidated Statements of Cash Flows; (iv) the Consolidated Statements of Changes in Equity; and (v) the Notes to the Consolidated Financial Statements.

* Filed herewith.

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 thereunto duly authorized.

Global Payments Inc.
(Registrant)

Date: January 8, 2014

/s/ David E. Mangum
David E. Mangum
Chief Financial Officer

Date: January 8, 2014

/s/ Daniel C. O'Keefe
Daniel C. O'Keefe
Chief Accounting Officer

EMPLOYMENT AGREEMENT

BETWEEN

JANE M. ELLIOTT

AND

GLOBAL PAYMENTS INC.

Dated as of December 1, 2013

EMPLOYMENT AGREEMENT

CONTENTS

§ 1.	Effective Date	1
§ 2.	Employment	1
§ 3.	Employment Period	1
§ 4.	Extent of Service	2
§ 5.	Compensation and Benefits	2
	(a) Base Salary	2
	(b) Incentive and Savings Plans	2
	(c) Welfare Benefit Plans	3
	(d) Expenses	3
	(e) Additional Benefits	4
§ 6.	Change in Control	4
§ 7.	Termination of Employment	5
	(a) Death, Retirement or Disability	5
	(b) Termination by the Company Prior to a Change in Control	5
	(c) Resignation by Executive Prior to a Change in Control	6
	(d) Termination by the Company After a Change in Control	7
	(e) Resignation by Executive After a Change in Control	8
	(f) Notice of Termination	9
	(g) Date of Termination, "Separation from Service" and Applicable Pay Date	9
§ 8.	Obligations of the Company upon Termination	10
	(a) Prior to a Change in Control: Resignation by Executive for Good Reason; Termination by the Company Other Than for Cause or Disability	10
	(b) After or in Connection with a Change in Control: Resignation by Executive for Good Reason; Termination by the Company Other Than for Cause or Disability	12
	(c) In Anticipation of a Change in Control: Termination by the Company Other Than for Cause or Disability or Resignation by Executive for Good Reason	15
	(d) Death, Disability or Retirement	16
	(e) Cause or Voluntary Termination without Good Reason	17
§ 9.	Non-exclusivity of Rights	17
§ 10.	Costs of Enforcement	17
§ 11.	Representations and Warranties	17
§ 12.	Restrictions on Conduct of Executive	18
	(a) General	18
	(b) Definitions	18
	(c) Restrictive Covenants	20
	(d) Enforcement of Restrictive Covenants	21
§ 13.	Arbitration	22
§ 14.	Rabbi Trust	23
§ 15.	Assignment and Successors	23
§ 16.	Miscellaneous	23
	(a) Waiver	23
	(b) Severability	24
	(c) Other Agents	24
	(d) Entire Agreement	24

(e) Governing Law	24
(f) Notices	24
(g) Indemnification	24
(h) Amendments and Modifications	25
(i) § 409A	25
(j) References	26
(k) Accounting Discrepancies	26

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "Agreement") is made and entered into this 26th day of November, 2013 by and between Global Payments Inc., a Georgia corporation (the "Company"), and Jane M. Elliott ("Executive").

BACKGROUND

Executive shall serve as the Executive Vice President and Chief of Staff of the Company, or such other position as shall be assigned to him/her from time to time by the Company. Executive and the Company desire to memorialize the terms of such employment in this Agreement. In addition, the Compensation Committee of the Board of Directors of the Company (the "Committee") has determined that it is in the best interests of the Company and its stockholders to assure that the Company will have the continued dedication of Executive, notwithstanding the possibility, threat or occurrence of a Change in Control (as defined in § 6). As it is desired and anticipated that Executive will continue to be employed and provide services for the Company's successor for some period of time following a Change in Control, one purpose of this Agreement is to provide Executive with compensation and benefits arrangements which ensure that the compensation and benefits expectations of Executive will be satisfied and which are competitive with those of other corporations. Therefore, in order to accomplish these objectives, the Committee has caused the Company to enter into this Agreement. This Agreement supersedes any prior agreement or other communication (oral or written) regarding Executive's employment.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and Executive agree as follows:

§ 1. Effective Date This Agreement is effective as of December 1, 2013 (the "Effective Date").

§ 2. Employment Executive is hereby employed as the Executive Vice President and Chief of Staff of the Company. In such capacity, Executive shall have the duties and responsibilities commensurate with such position as shall be assigned to him/her by the Chief Executive Officer of the Company (the "Chief Executive Officer").

§ 3. Employment Period Subject to § 7, Executive's initial Employment Period pursuant to this Agreement shall be the period which starts on the Effective Date and then continues without interruption for the (3) consecutive year period which ends on November 30, 2016; provided, Executive's Employment Period shall automatically be extended for one additional year on December 1, 2015 and on each subsequent anniversary of such date unless either the Company or Executive provides notice (in accordance with § 16(f)) before such anniversary date that there will be no such extension. Executive's initial Employment Period and any subsequent extension of the initial Employment Period shall be referred to collectively as Executive's "Employment Period". A failure to extend Executive's Employment Period shall not be treated for any reason whatsoever as a termination of Executive's employment under § 7 unless the Company provides notice that there will be no such extension following a Change in Control and Executive's Employment Period would as a result of such notice end before the second anniversary of the date of such Change in Control, in which case Executive shall have the right to resign effective at any time during the 90-day period which starts on the date of such notice, and the date his/her resignation is effective shall be treated as a termination for Good Reason pursuant to § 7(e) of this Agreement and Executive shall receive all benefits called for under § 8(b) of this Agreement.

§ 4. Extent of Service During the Employment Period, Executive shall render his/her services to the Company (or to any successor, including a successor following a Change in Control) in conformity with the Company's policies and procedures (including but not limited to its Employee Code of Conduct and Ethics) and professional standards, in a prudent and workmanlike manner and in a manner consistent with the obligations imposed on officers of corporations under applicable law. Executive shall promote the interests of the Company and its subsidiaries in carrying out Executive's duties and shall not deliberately take any action which could, or fail to take any action which failure could, reasonably be expected to have a material adverse effect upon the business of the Company or any of its subsidiaries or any of their respective affiliates. Executive agrees to devote his/her business time, attention, skill and efforts exclusively to the faithful performance of his/her duties hereunder (both before and after a Change in Control); provided, however, that it shall not be a violation of this Agreement for Executive to (i) devote reasonable periods of time to charitable and community activities and, with the approval of the Chief Executive Officer, industry or professional activities; (ii) manage or participate in personal business interests and investments, so long as such activities do not, in the judgment of the Chief Executive Officer, materially interfere with the performance of Executive's responsibilities under this Agreement and comply with all Company policies and codes and all of Executive's covenants and agreements; and/or (iii) subject to the approval of the Committee, serve as a director, trustee, or member of a committee of any organization involving no conflict of interest with the interests of the Company so long as such activities do not, in the judgment of the Chief Executive Officer, materially interfere with the performance of Executive's responsibilities under this Agreement and comply with all Company policies and codes and all of Executive's covenants and agreements.

§ 5. Compensation and Benefits

(a) Base Salary During the Employment Period, the Company will pay to Executive a base salary in the amount of U.S. \$302,000 per year ("Base Salary"), less normal withholdings, payable in equal bi-weekly or other installments as provided under the Company's standard payroll practices in effect for senior executives from time to time. Executive's Base Salary will be reviewed at least annually and, subject to approval of the Committee, the Company may increase Executive's Base Salary from time to time. The periodic review of Executive's salary by the Committee will consider, among other things, Executive's own performance and the Company's performance.

(b) Incentive and Savings Plans During the Employment Period, Executive shall be entitled to participate in all incentive, retirement and savings plans, practices, policies and programs applicable generally to employees of the Company at the senior executive level, excluding the Chief Executive Officer. Certain executive programs will be made available on a selective basis at the discretion of the Chief Executive Officer, the Board of Directors of the Company (the "Board") or the Committee. Without limiting the foregoing, the following shall apply:

(i) Annual Bonus. Executive will have an annual bonus opportunity for each fiscal year of the Company based on the achievement of financial and performance objectives set by the Committee ("Bonus Opportunity"). The annual Bonus Opportunity and specific performance and financial objectives will be set forth in Executive's individual performance and incentive plan for each fiscal year. Executive's annual Bonus Opportunity at target levels for any year shall not be less than 50% of his/her then current Base Salary for such year. Executive must be an active employee on the date the annual bonuses are paid on a Company wide basis in order to be eligible to receive any bonus payment (except as otherwise expressly provided in § 8) unless Executive's employment terminates following a failure to extend his/her Employment Period in accordance with § 3, his/her employment terminates at or after the end of the applicable fiscal year and he/she satisfies all or substantially all of the performance requirements for a bonus for such fiscal year, in which event he/she shall be eligible for a bonus as determined by the Committee, and such bonus, if any, shall be paid no later than 2½ months after the end of such fiscal year.

(ii) Equity Awards. Executive will be eligible to participate in the Company's 2011 Incentive Equity Plan (the "2011 Plan") and any successor to such plan in accordance with the terms and conditions of the 2011 Plan and any successor to such plan. The Company may, from time to time, upon approval by the Committee, grant to Executive options to purchase shares of Company's no par value common stock ("Company Common Stock"), restricted Company Common Stock, restricted stock units, performance shares, and/or performance units and/or other Company Common Stock related grants as a long-term incentive for performance.

(c) Welfare Benefit Plans. During the Employment Period, Executive and Executive's family shall be eligible for participation in, and shall be eligible to receive, all benefits under the welfare benefit plans, practices, policies and programs provided by the Company, including, without limitation, medical, prescription, dental, disability, employee life, group life, accidental death and travel accident insurance plans and programs on the same basis as similarly situated executives of the Company (collectively "Welfare Plans").

(d) Expenses. During the Employment Period, Executive shall be entitled to receive prompt reimbursement for all reasonable expenses incurred by Executive in accordance with the policies, practices and procedures of the Company; provided, however, (i) the amount of such expenses eligible for reimbursement in any calendar year shall not affect the expenses eligible for reimbursement in another calendar year, (ii) no such reimbursement may be exchanged or liquidated for another payment or benefit, and (iii) any reimbursements of such expenses shall be made as soon as practicable under the circumstances but in any event no later than the end of the calendar year following the calendar year in which the related expenses are incurred.

(e) Additional Benefits. During the Employment Period, Executive shall be offered the opportunity to receive or participate in any additional benefits provided to similarly-situated executives of the Company in accordance with, and subject to the eligibility requirements of, the plans, practices, programs and policies of the Company and applicable laws and regulations. Executive also shall be entitled to vacation in accordance with the Company's then-current written vacation policy.

§ 6. Change in Control

(1) For the purposes of this Agreement, a "Change in Control" shall mean:

(a) The acquisition by any individual, entity or group (within the meaning of § 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) (a "Person") of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 35% or more of the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors (the "Outstanding Company Voting Securities"); provided, however, that for purposes of this subsection (a), the following acquisitions shall not constitute a Change in Control: (i) any acquisition by a Person who is on the Effective Date the beneficial owner of 35% or more of the Outstanding Company Voting Securities, (ii) any acquisition directly from the Company, (iii) any acquisition by the Company which reduces the number of Outstanding Company Voting Securities and thereby results in any person having beneficial ownership of more than 35% of the Outstanding Company Voting Securities, or (iv) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any corporation controlled by the Company, or (v) any acquisition by any corporation pursuant to a transaction which meets the requirements of clauses (i) and (ii) of subsection (b) of this § 6; or

(b) Consummation of a reorganization, merger or consolidation or sale or other disposition of all or substantially all of the assets of the Company (a “Business Combination”), in each case, unless, following such Business Combination, (i) all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the outstanding shares of the Company’s common stock (the “Outstanding Company Common Stock”) and Outstanding Company Voting Securities immediately prior to such Business Combination (individually a “Company Owner”) beneficially own, directly or indirectly, more than 50% of, respectively, the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from such Business Combination (including, without limitation, a corporation which as a result of such transaction owns the Company or all or substantially all of the Company’s assets either directly or through one or more subsidiaries) in substantially the same proportions as each Company Owner’s ownership, immediately prior to such Business Combination, of the Outstanding Company Common Stock and Outstanding Company Voting Securities, as the case may be, and (ii) no Person (excluding any Company Owner, the Company or any employee benefit plan (or related trust) of the Company or such corporation resulting from such Business Combination) beneficially owns, directly or indirectly, 35% or more of the combined voting power of the then outstanding voting securities of such corporation; or

(c) A majority of the individuals who, as of the Effective Date, constitute the Board of Directors of the Company (the “Incumbent Directors”) are replaced within a twelve (12) month period by directors whose appointment or election was not approved by a majority of the Incumbent Directors and who were elected as a result of an election contest with respect to the election or removal of directors (“Election Contest”) or other actual or threatened solicitation of proxies or consents by or on behalf of any “person” (such term for purposes of this definition being as defined in § 3(a)(9) of the Exchange Act, and as used in § 13(d)(3) and 14(d)(2) of the Exchange Act) other than the Incumbent Directors (“Proxy Contest”); provided that any person becoming a director after the Effective Date and whose election or nomination for election was approved by a vote of at least a majority of the Incumbent Directors then on the Board shall thereafter be an Incumbent Director.

(2) For purposes of this Agreement, a “§ 409A Change in Control” shall mean a “Change in Control” which also constitutes a change in ownership or effective control of the Company or a change in the ownership of a substantial portion of the assets of the Company, all within the meaning of § 409A of the Internal Revenue Code of 1986, as amended (the “Code”).

§ 7. Termination of Employment

(a) Death, Retirement or Disability Executive’s employment and the Employment Period shall terminate automatically upon Executive’s death or Retirement. For purposes of this Agreement, “Retirement” shall mean normal retirement under the Company’s then-current retirement plan, or if there is no such retirement plan, “Retirement” shall mean voluntary resignation after age 65 with at least ten years of service. If the Committee determines in good faith that the Disability of Executive has occurred (pursuant to the definition of Disability set forth in this § 7(a)), the Company may give to Executive written notice of its intention to terminate Executive’s employment. In such event, Executive’s employment with the Company shall terminate effective on the 30th day after receipt of such written notice by Executive (the “Disability Effective Date”), provided that, within the thirty (30) days after such receipt, Executive shall not have returned to full-time performance of Executive’s duties. For purposes of this Agreement, “Disability” shall mean the inability of Executive, as determined by the Committee, to substantially perform the essential functions of his/her regular duties and responsibilities with or without reasonable accommodation, due to a medically determinable physical or mental illness or other disability which has lasted (or can reasonably be expected to last) for a substantially continuous period of at least six consecutive months.

(b) Termination by the Company Prior to a Change in Control Prior to a Change in Control and on or after the second anniversary of the date of a Change in Control, the Company may terminate Executive's employment with or without Cause and, in respect of such termination of employment occurring prior to a Change in Control or on or after the second anniversary of the date of a Change in Control, the following definition of "Cause" shall apply:

"Cause" shall mean a determination by the Committee that:

(i) Executive has failed to perform substantially Executive's duties or responsibilities under this Agreement (other than any such failure resulting from incapacity due to physical or mental illness, and specifically excluding any failure by Executive, after reasonable efforts, to meet reasonable performance expectations), after a written demand for substantial performance is delivered to Executive by the Chief Executive Officer or the Chairman of the Committee which specifically identifies the manner in which such person believes that Executive has failed to substantially perform Executive's duties or responsibilities and which has not been cured to the satisfaction of such person within ten (10) business days of the written demand delivered to Executive; or

(ii) Executive engaged in any act of fraud, misappropriation, embezzlement or similar dishonest or wrongful act, including, without limitation, any violation of the Sarbanes-Oxley Act or similar laws or legal standards, but excluding for this purpose any non-criminal violation of Sarbanes-Oxley or similar laws or legal standards that has no adverse impact on the Company or its reputation and does not involve dishonesty or render Executive ineligible for any licensing, bonding or insurance coverage or for employment or engagement in any Company work or activity; or

(iii) Executive has engaged in the abuse of alcohol, prescription drugs or any substance which materially interferes with Executive's ability to perform Executive's duties and responsibilities under this Agreement or Executive has engaged in the use of illegal drugs; or

(iv) Executive has violated any laws, agreements or Company policies or codes prohibiting employment discrimination, harassment, conflicts of interest, retaliation, competition with the Company, solicitation of Company customers or employees on behalf of anyone other than Company, improper use or disclosure of Trade Secrets, Confidential Information or other proprietary information of the Company; or

(v) Executive has committed, been convicted for, or entered a plea of guilty or *nolo contendere* (or any plea of similar substance or effect) to, a felony or a crime involving dishonesty or other moral turpitude.

(c) Resignation by Executive Prior to a Change in Control Prior to a Change in Control and on or after the second anniversary of the date of a Change in Control, Executive may resign for "Good Reason" or no reason and, in respect of any such resignation occurring prior to a Change in Control or on or after the second anniversary of the date of a Change in Control, the following definition of "Good Reason" shall apply:

"Good Reason" shall mean:

(i) without the written consent of Executive, the assignment to Executive to a position materially different from the Executive Vice President and Chief of Staff of a publicly traded corporation having a class of securities registered pursuant to the Exchange Act; or

(ii) without the written consent of Executive, a reduction by the Company: (a) in Executive's Base Salary as in effect on the Effective Date or as the same may be increased from time to time (unless a similar reduction is made in the salary of similarly-situated senior executives); (b) in Executive's Bonus Opportunity at target level below the minimum set forth in § 5(b)(i) (unless a similar reduction is made in the bonus opportunity of similarly-situated senior executives); or (c) in the benefits pursuant to the Welfare Plans (unless a similar reduction is made in the benefits of similarly-situated senior executives); or

(iii) any failure by the Company to comply with and satisfy § 15(c); or

(iv) a requirement that Executive be based in any office or location other than in the greater metropolitan area of Atlanta, Georgia.

Notwithstanding the foregoing, no event or act or omission shall constitute "Good Reason" under this § 7(c) unless (i) Executive in accordance with § 16(f) provides notice of such event or act or omission to the Committee no later than thirty (30) days after Executive has knowledge of such event or act or omission, (ii) the Committee fails to remedy such event or act or omission within thirty (30) days of the receipt of such notice (the "Cure Period") and (iii) Executive resigns effective no later than ninety (90) days after the end of the Cure Period.

(d) Termination by the Company After a Change in Control On or after a Change in Control but before the second anniversary of the date of such Change in Control, the Company may terminate Executive's employment with or without Cause and, in respect of such termination of employment occurring on or after a Change in Control the following definition of "Cause" shall apply:

"Cause" shall mean:

(i) the willful and continued failure of Executive to perform substantially Executive's duties and responsibilities under this Agreement (other than any such failure resulting from incapacity due to physical or mental illness, and specifically excluding any failure by Executive, after reasonable efforts, to meet reasonable performance expectations), after a written demand for substantial performance is delivered to Executive by the Chief Executive Officer or the Chairman of the Committee which specifically identifies the manner in which such person believes that Executive has willfully and continually failed to substantially perform Executive's duties and responsibilities and which has not been cured to the reasonable satisfaction of such person within ten (10) business days of the written demand delivered to Executive; or

(ii) any act of fraud, misappropriation, embezzlement or similar dishonest or wrongful act by Executive, including, without limitation, any violation of the Sarbanes-Oxley Act or similar laws or legal standards, but excluding for this purpose any non-criminal violation of Sarbanes-Oxley or similar laws or legal standards that has no impact on the Company or its reputation and does not involve dishonesty or render Executive ineligible for any licensing, bonding or insurance coverage or for employment or engagement in any Company work or activity; or

(iii) Executive's abuse of alcohol, prescription drugs or any substance which materially interferes with Executive's ability to perform Executive's duties and responsibilities under this Agreement or Executive's use of illegal drugs; or

(iv) Executive's violation of any laws prohibiting employment discrimination, harassment, or retaliation or Executive's willful violation of any laws, agreements, or Company policies or codes prohibiting conflicts of interest, competition with the Company, solicitation of Company customers

or employees on behalf of anyone other than Company, improper use or disclosure of Trade Secrets, Confidential Information or other proprietary information of the Company; or

(v) Executive has committed, been convicted for, or entered a plea of guilty or *nolo contendere* (or any plea of similar substance or effect) to, a felony or a crime involving dishonesty or other moral turpitude.

(e) Resignation by Executive After a Change in Control On or after a Change in Control and before the second anniversary of the date of such Change in Control, Executive may resign for Good Reason or no reason and, in respect of any such resignation, the following definition of “Good Reason” shall apply:

“Good Reason” shall mean:

(i) the reason set forth in § 7(c)(i); or

(ii) without the written consent of Executive, the assignment to Executive of duties inconsistent with Executive’s position, authority, duties or responsibilities as contemplated by § 2, or any action by the Company that results in a diminution in such position, authority, duties or responsibilities (whether or not occurring solely as a result of the Company’s ceasing to be a publicly traded entity) which, in either case, is not rescinded within ten (10) days after the Committee receives written notice from Executive that he/she believes that the assignment or action constitutes Good Reason and that he/she intends to resign if it is not rescinded; or

(iii) without the written consent of Executive, and if Executive was reporting directly and exclusively to the Chief Executive Officer as of the date immediately prior to the Change in Control, the Company changes its reporting structure such that Executive no longer reports directly and exclusively to the Chief Executive Officer; or

(iv) a reduction by the Company without the written consent of Executive: (a) in Executive’s Base Salary as in effect on the Effective Date or as the same may be increased from time to time; (b) in Executive’s Bonus Opportunity at target level as the same may be increased from time to time; (c) in Executive’s long-term incentive opportunities, as determined by a third-party compensation firm chosen by the Company using generally accepted methodologies, which may include annualizing prior long-term incentive grants over more than one year and ignoring prior special retention or sign-on grants; or (d) in the benefits pursuant to the Welfare Plans (unless a similar reduction is made in the benefits of similarly-situated senior executives), and which reduction set forth in (a), (b), (c) or (d) of this § 7(e)(iv) is not rescinded within ten (10) days after the Company receives written notice from Executive that he/she believes that the reduction constitutes Good Reason and that he/she intends to resign if it is not rescinded; or

(v) the reason set forth in § 7(c)(iii); or

(vi) the reason set forth in § 7(c)(iv).

(f) Notice of Termination Any termination by the Company or resignation by Executive shall be communicated by Notice of Termination to the other party hereto given in accordance with § 16(f). For purposes of this Agreement, a “Notice of Termination” means a written notice which (i) states the specific termination provision in this Agreement relied upon, (ii) to the extent applicable, sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of Executive’s employment under the provision so indicated and (iii) specifies the applicable Date of Termination. The failure by Executive or the Company to set forth in the Notice of Termination any fact or circumstance which

contributes to a showing of Good Reason or Cause shall not waive any right of Executive or the Company, respectively, hereunder or preclude Executive or the Company, respectively, from asserting such fact or circumstance in enforcing Executive's or the Company's rights hereunder.

(g) Date of Termination, "Separation from Service" and Applicable Pay Date

(i) "Date of Termination" means (1) if Executive resigns for Good Reason, the date specified in the Notice of Termination, provided that (i) the Committee may specify any earlier Date of Termination and (ii) the Date of Termination specified in the notice shall not be less than sixty (60) days after the date of delivery of the notice if the resignation is for Good Reason following a Change in Control, (2) if Executive's employment is terminated by the Company other than by reason of Disability, the date of receipt of the Notice of Termination, or any later date specified therein, or (3) if Executive's employment is terminated by reason of death, Disability or Retirement, the Date of Termination will be the date of death or Retirement, or the Disability Effective Date, as the case may be.

(ii) "Separation from Service" means a "separation from service" within the meaning of § 409A of the Code which occurs in connection with Executive's termination of employment, and the Company and Executive acknowledge and agree that such a "separation from service" may come before, after or coincide with Executive's Date of Termination.

(iii) "Applicable Pay Date" means the date that Executive has a Separation from Service (which date shall be referred to as the "Immediate Pay Date") or, if the Company determines that making a payment or providing a benefit to Executive on the Immediate Pay Date would require the Company to report all or any part of such payment or benefit to the Internal Revenue Service as subject to taxation under § 409A of the Code, the date that is six (6) months and one (1) day after the date Executive has a Separation from Service (which date shall be referred to as the "Delayed Pay Date").

§ 8. Obligations of the Company upon Termination

(a) Prior to a Change in Control: Resignation by Executive for Good Reason; Termination by the Company Other Than for Cause or Disability If, prior to a Change in Control or on or after the second anniversary of the date of a Change in Control, the Company shall terminate Executive's employment other than for Cause or Disability or Executive shall resign for Good Reason, then (and with respect to the payments and benefits described in clauses (ii) through (ix) of this § 8(a), only if Executive executes (and does not revoke) a Release in substantially the form of Exhibit A hereto (the "Release") within sixty (60) days of the Date of Termination):

(i) the Company will pay to Executive in a lump sum in cash within thirty (30) days after the Date of Termination the sum of (A) Executive's Base Salary (as in effect on the Date of Termination) earned through the Date of Termination to the extent not theretofore paid, (B) Executive's business expenses for which reimbursement has been requested pursuant to the Company's expense reimbursement policy but which have not been reimbursed before Executive's applicable Date of Termination and (C) Executive's Annual Bonus, if any, earned for the fiscal year immediately preceding the fiscal year in which the Date of Termination occurs, if such bonus has been certified as payable by the Committee but has not been paid before the Date of Termination (the sum of the amounts described in clauses (A), (B) and (C) shall be referred to as the "Accrued Obligations"), and

(ii) (A) if the Applicable Pay Date is the Delayed Pay Date, the Company will pay Executive on the Delayed Pay Date a lump sum equal to the amount of the Base Salary (as in effect on the Date of Termination or, if Executive terminates employment pursuant to § 7(c)(ii) upon a reduction in

Executive's Base Salary, as in effect immediately prior to such reduction in Base Salary) Executive would have earned if Executive had been continuously employed by Company from the Date of Termination until the Delayed Pay Date or (B) if the Applicable Pay Date is the Immediate Pay Date, the Company will continue to pay Executive an amount equal to his/her monthly Base Salary (as in effect on the Date of Termination or, if Executive terminates employment pursuant to § 7(c)(ii) upon a reduction in Executive's Base Salary, as in effect immediately prior to such reduction in Base Salary) until payments begin under § 8(a)(iii) without any duplication of payments between this § 8(a)(ii) and § 8(a)(iii); provided, however, that the Company shall have no obligation to make any such payment or payments if Executive has violated any of the Restrictive Covenants (as defined in § 12 of this Agreement) and failed to remedy such violation to the satisfaction of the Board within ten (10) days of notice of such violation; and

(iii) commencing on the seven (7) month anniversary of the date Executive has a Separation from Service, the Company will continue to pay Executive an amount equal to his/her monthly Base Salary (as in effect on the Date of Termination or, if Executive terminates employment pursuant to § 7(c)(ii) upon a reduction in Executive's Base Salary, as in effect immediately prior to such reduction in Base Salary) for a period of twelve (12) consecutive months, payable in equal monthly or more frequent installments in accordance with the Company's then standard payroll practices; provided, however that the Company's obligation to make or continue such payments shall cease if Executive is or becomes employed with a Competitor (as defined in this § 8(a) below) during the eighteen (18) month period following the Date of Termination or if Executive violates any of the Restrictive Covenants (as defined in § 12) and fails to remedy such violation to the satisfaction of the Board within ten (10) days of notice of such violation; and

(iv) Executive will have the right to elect continuation of health care coverage under the Company's group health plan in accordance with "COBRA," and the Company shall pay (and report as taxable income to Executive) all premiums for such COBRA coverage for Executive and his/her covered dependents for the twelve (12) month period immediately following the Date of Termination, *provided, however*, that the obligation of the Company to pay the cost for such COBRA coverage shall terminate upon Executive's obtaining other employment if health care coverage is provided by the new employer; and

(v) the Company will pay Executive a pro-rated annual bonus for the fiscal-year in which the Date of Termination occurs equal to (i) the amount Executive would have earned, if any, under § 5(b)(i) for the year of termination based on actual financial performance for such fiscal year, times (ii) a fraction, the numerator of which is the number of full months in the fiscal year preceding the Date of Termination and the denominator of which is 12; provided that such bonus shall be paid only if the pre-established performance targets are in fact certified by the Committee to have been met, and such bonus shall be paid in a single lump sum cash payment no later than 2½ months after the end of the fiscal year in which the bonus is earned; and

(vi) all grants of restricted Company Common Stock or units which represent shares of Company Common Stock ("Restricted Stock") held by Executive as of the Date of Termination will become immediately vested as of the Date of Termination; and

(vii) all of Executive's options to acquire Company Common Stock or appreciation rights with respect to shares of Company Common Stock ("Options") that would have become vested (by lapse of time) within the 24-month period immediately following the Date of Termination had Executive remained employed during such period will become immediately vested as of the Date of Termination; and

(viii) all of Executive's vested but unexercised Options as of the Date of Termination (including those with accelerated vesting pursuant to § 8(a)(vii)) shall remain exercisable through the earlier

of (A) the original expiration date of the Option, (B) the 90th day following the Date of Termination, or (C) the date that is the 10th anniversary of the original date of grant of the Option; and

(ix) as for any outstanding grant of performance-based restricted stock units which represent a right to receive Company Common Stock contingent on the satisfaction of the related performance requirements and for which the Date of Termination falls during a Performance Cycle (as defined in the applicable award agreement), the Committee shall certify the results and shall deliver to Executive 50% of the number of whole number of the shares of Company Common Stock, if any, that vested based on the actual satisfaction of such performance requirements no later than 2½ months after the last day of the period in which such Performance Cycle ends; and,

(x) to the extent not theretofore paid or provided, the Company will timely pay or provide, pursuant to the timing rules of the controlling terms of any plan, program, policy, practice, contract or agreement of the Company, any other amounts or benefits, including but not limited to, previously earned but unpaid annual incentive awards, previously earned but unpaid long-term incentive awards, and properly documented and approved but unpaid business expenses, required to be paid or provided or which Executive is eligible to receive under any such plan, program, policy or practice or contract or agreement of the Company (such other amounts and benefits shall be hereinafter referred to as the “Other Benefits”);

For purposes of § 8(a)(iii) only, “Competitor” means any of the following companies and all their parents, subsidiaries, or affiliates who engage in Competitive Services (as defined in § 12(b)) and all of the successors in interest to any of the foregoing: TSYS Acquiring Solutions, Chase Paymentech Solutions, First Data Corporation, Total System Services, Inc., Vantiv, Wells Fargo Merchant Services, Heartland Payment Systems, First National Merchant Solutions, RBS Lynk, TransFirst Holdings, iPayment, BA Merchant Services, NPC, Elavon Merchant Services and Moneris Solutions.

(b) After or in Connection with a Change in Control: Resignation by Executive for Good Reason: Termination by the Company Other Than for Cause or Disability If there occurs a Change in Control and the Company shall terminate Executive’s employment other than for Cause or Disability before the second anniversary of such Change in Control or Executive shall resign for Good Reason before the second anniversary of such Change in Control, then (and with respect to the payments and benefits described in clauses (ii) through (x) of this § 8(b), only if Executive executes (and does not revoke) the Release within sixty (60) days of the Date of Termination):

(i) the Company (or its successor) shall pay to Executive the Accrued Obligations in a lump sum in cash within thirty (30) days after the Date of Termination; and

(ii) the Company (or its successor) will pay Executive two (2) times the amount of Base Salary (as in effect on the Date of Termination or, if Executive terminates employment pursuant to § 7(e)(iv) as in effect immediately prior to such reduction in Base Salary), provided however, that the Company (or its successor) shall have no obligation to make any payment under this § 8(b)(ii) if Executive has violated any of the Restrictive Covenants (as defined in § 12) and failed to remedy such violation to the satisfaction of the Board within ten (10) days of notice of such violation. If the Change in Control is a § 409A Change in Control, the two (2) times Base Salary amount payable under this § 8(b)(ii) will be paid in a single lump sum on the Applicable Pay Date. However, if the Change in Control is not a § 409A Change in Control, the two (2) times Base Salary amount payable under this § 8(b)(ii) will be paid in three (3) parts--

(A) the first part will be paid in the amount and at the time and in the form called for in § 8(a)(ii),

(B) the second part will be paid in the amount and at the time and in the form called for in § 8(a)(iii), and

(C) the balance will be paid in a single lump sum on the date that is nine (9) months and one (1) day after the date of Executive's Separation from Service which is related to such termination of employment; and

(iii) as additional severance (and not in lieu of any bonus for the fiscal year in which the Date of Termination occurs), the Company (or its successor) will pay Executive a lump sum equal to two (2) times the amount of Executive's target Bonus Opportunity (as in effect on the Date of Termination or, if Executive terminates employment pursuant to § 7(e)(iv) as in effect immediately prior to such reduction in Bonus Opportunity) on the date that is nine (9) months and one (1) day after the date of Executive's Separation from Service which is related to such termination of employment; provided however, that the Company shall have no obligation to make any payment under this § 8(b)(iii) if Executive has violated any of the Restrictive Covenants (as defined in § 12) and failed to remedy such violation to the satisfaction of the Board within ten (10) days of notice of such violation; and

(iv) Executive will have the right to elect continuation of health care coverage under the Company's group health plan in accordance with "COBRA," and the Company shall pay (and report as taxable income to Executive) all premiums for such COBRA coverage for Executive and his/her covered dependents for the eighteen (18) month period immediately following the Date of Termination, *provided, however*, that the obligation of the Company to pay the cost for such COBRA coverage shall terminate upon Executive's obtaining other employment if such health care coverage is provided by the new employer; and

(v) Executive will be entitled to a pro-rated bonus under § 5(b)(i) for the fiscal year in which the Date of Termination occurs, the amount and timing of which shall depend upon when the Date of Termination occurs, as follows:

(1) if the Date of Termination occurs before the end of the fiscal year in which the Change in Control occurred, the pro-rated bonus will equal (a) 100% of Executive's then current target Bonus Opportunity, times (ii) a fraction, the numerator of which is the number of full months in the fiscal year preceding the Date of Termination and the denominator of which is 12, and such pro-rated bonus shall be paid no later than 2½ months after the end of the Company's fiscal year which includes Executive's Date of Termination; or

(2) if the Date of Termination occurs during a fiscal year that began after the Change in Control occurred, the pro-rated bonus (based on the number of full months in the fiscal year preceding the Date of Termination as described in § 8(b)(v)(1)) will be based on actual performance results as certified by the Committee at the end of the fiscal year and will be paid to Executive no later than 2½ months after the end of the Company's fiscal year which includes Executive's Date of Termination; and

(vi) all grants of Restricted Stock held by Executive as of the Date of Termination will become immediately vested as of the Date of Termination; and

(vii) all of Executive's Options held by Executive as of the Date of Termination will become immediately vested and exercisable as of the Date of Termination; and

(viii) all of Executive's vested but unexercised Options as of the Date of Termination (including those with accelerated vesting pursuant to § 8(b)(vii)) will remain exercisable through the earlier

of (A) the original expiration date of the Option, or (B) the 90th day following the Date of Termination, or (C) the date that is the 10th anniversary of the original date of grant of the Option; and

(ix) as for any outstanding grant of performance-based restricted stock units for which the Date of Termination falls during a Performance Cycle (as defined in the applicable award agreement), the Company will transfer to Executive fully vested shares of Company Common Stock, the number and timing of which shall depend upon when the Date of Termination occurs, as follows:

(1) if the Date of Termination occurs before the end of the Performance Cycle in which the Change in Control occurred, Executive will be entitled at the Date of Termination to receive shares of fully vested Company Common Stock equal to the number of shares that would have been awarded assuming the performance goals had been reached at target levels, which shares will be delivered to Executive no later than 2½ months after the end of the Performance Cycle which includes the Date of Termination; or

(2) if the Date of Termination occurs after the end of the Performance Cycle in which the Change in Control occurred, but prior to the transfer of Restricted Stock to Executive with respect to such Performance Cycle, Executive will be entitled at the Date of Termination to receive shares of fully vested Company Common Stock equal to the higher of (A) the number of shares that would have been awarded assuming the performance goals had been reached at target levels, or (B) the number of shares that would have been awarded based on actual performance against the performance goal as certified by the Committee, which shares will be delivered to Executive no later than 2½ months after the end of the Performance Cycle which included the Date of Termination; or

(3) if the Date of Termination occurs during a Performance Cycle that began after the Change in Control occurred, Executive will be entitled to receive shares of fully vested Company Common Stock equal to the number of shares that would have been awarded based on the actual results as certified by the Committee at the end of the Performance Cycle, which shares shall be delivered to Executive no later than 2 ½ months after the end of such Performance Cycle; and

(x) to the extent not theretofore paid or provided, the Company will timely pay or provide to Executive his/her Other Benefits pursuant to the timing rules of the controlling terms of any plan, program, policy, practice, contract or agreement of the Company.

(c) In Anticipation of a Change in Control: Termination by the Company Other Than for Cause or Disability or Resignation by Executive for Good Reason If Executive's employment is terminated by the Company other than for Cause (as defined in § 7(d)) or Disability (as defined in § 7(a)) or Executive resigns for Good Reason (as defined in § 7(e)) after the issuance of press release or a filing is made with the Securities and Exchange Commission regarding a transaction which could lead to a Change in Control and there is a Change in Control as a result of the consummation of such transaction no later than nine (9) months and one (1) day after the date of Executive's Separation from Service which is related to such termination of employment, then

(A) Executive will continue to be eligible to receive his/her benefits under § 8(a) in the amount and form and at the time provided in § 8(a), but

(B) Executive will in addition receive the benefits described in § 8(b), if greater, as if his/her employment had been terminated without Cause (as defined in § 7(d)) or he/she had resigned for Good Reason (as defined in § 7(e)) at the consummation of such Change in Control, provided

Executive immediately following the Change in Control shall have timely executed and not revoked the Release described in § 8(b), and, further provided

(1) there will under no circumstances be any duplication whatsoever of any payments or benefits between this § 8(c)(B) and § 8(c)(A),

(2) the additional severance benefits provided under § 8(b)(ii)(C) and the severance benefits provided under § 8(b)(iii) will both be paid in a single lump sum on the date that is nine (9) months and one (1) day after the date of Executive's Separation from Service which is related to such termination of employment,

(3) if the Change in Control occurs before the date the pro-rated annual bonus provided under § 8(a)(v) is scheduled to be paid, then Executive will be entitled to the greater of either the pro-rated annual bonus determined and paid under § 8(a)(v) or the pro-rated bonus determined under § 8(b)(v)(1) but paid in the form and at the time called for under § 8(a)(v),

(4) any outstanding Options which failed to vest under § 8(a)(vii) will vest under § 8(b)(vii) at the Change in Control, and the date of the Change of Control will be treated under § 8(b)(viii) as Executive's Date of Termination,

(5) if the Change in Control occurs before the date that shares of Company Common Stock relating to any outstanding grant of performance-based restricted stock units under § 8(a)(ix) are scheduled to be delivered, Executive will be entitled to either the greater of the number of shares of Company Common Stock to be delivered under § 8(a)(ix) or the number to be delivered under § 8(b)(ix), which will be delivered in the form and at the time such shares of Company Common Stock are otherwise scheduled to be delivered under § 8(a)(v),

(6) any amount payable under this § 8(c) that is deferred compensation under § 409A of the Code and that cannot be paid by the latest date on which such amount could be paid without triggering taxation under § 409A of the Code shall be forfeited, and

(7) the Company's obligation to make any payments under this § 8(c) shall cease if Executive violates any of the Restrictive Covenants (as defined in § 12) and fails to remedy such violation within ten (10) business days of notice detailing such violation to the reasonable satisfaction of the Board.

(d) Death, Disability or Retirement Upon the Date of Termination due to Executive's death, Disability (as defined in § 7(a)), or Retirement (as defined in § 7(a)), (i) all grants of Restricted Stock held by Executive as of the Date of Termination will become immediately vested as of the Date of Termination; (ii) all Options held by Executive as of the Date of Termination will become immediately vested and exercisable as of the Date of Termination, (iii) in the case of termination on account of Retirement, the number of performance-based restricted stock units earned shall be determined at the end of the Performance Cycle (as defined in the applicable award agreement) based on the actual performance as of the end of the Performance Cycle as certified by the Committee and, upon such certification (and in no event later than 2 ½ months after the end of the Performance Cycle), the Company shall deliver to Executive or Executive's beneficiary, as applicable, shares of fully vested Company Common Stock in an amount equal to the number of shares that would have been awarded based on the actual results; and (iv) in the case of termination on account of death or Disability only, all performance-based restricted stock units held by Executive as of the Date of Termination will vest at the target level and the Company shall deliver to Executive or Executive's beneficiary, as applicable, within sixty (60) days after the Date of Termination, fully vested

Company Common Stock equal to the number of shares that would have been awarded assuming the performance goals had been reached at target levels. All of Executive's vested but unexercised Options as of the Date of Termination (including those with accelerated vesting pursuant to the foregoing sentence) shall remain exercisable through the earliest of (A) the original expiration date of the Option, (B) the 90th day following the Date of Termination or such longer period as specified in the plan document governing the applicable award, or (C) the date that is the 10th anniversary of the original date of grant of the Option. For the period of months required by COBRA after the Date of Termination due to Executive's death, Disability (as defined in § 7(a)), or Retirement (as defined in § 7(a)), Executive or his/her dependents shall have the right to elect continuation of healthcare coverage under the Company's group plan (if allowed by the plan) in accordance with "COBRA" provided Executive or his/her dependents shall pay the entire cost of such coverage. Except as set forth in this § 8(d) and regardless of whether or not a Change in Control shall have occurred, if Executive's employment is terminated by reason of Executive's death, Disability or Retirement, this Agreement shall terminate without further obligations to Executive or his/her estate or legal representatives under this Agreement, other than for payment of Accrued Obligations and the timely payment or provision of Other Benefits as provided in § 8(a)(x). Accrued Obligations shall be paid to Executive's estate or beneficiary, as applicable, in a lump sum in cash within thirty (30) days after the Date of Termination. With respect to the provision of Other Benefits, the term Other Benefits as used in this § 8(d) shall include, without limitation, and Executive or his/her estate and/or beneficiaries shall be entitled to receive, benefits under such plans, programs, practices and policies relating to death, disability or retirement benefits, if any, as are applicable to Executive on the Date of Termination.

(e) Cause or Voluntary Termination without Good Reason Regardless of whether or not a Change in Control shall have occurred, if Executive's employment shall be terminated for Cause, or if Executive voluntarily resigns without Good Reason, the Company's obligations under this Agreement to Executive shall terminate, other than for payment of Accrued Obligations and the timely payment or provision of Other Benefits. Accrued Obligations shall be paid to Executive in a lump sum in cash within thirty (30) days after the Date of Termination. For the period required by COBRA after the Date of Termination for Cause or for the voluntary termination by Executive, Executive shall have the right to elect continuation of healthcare coverage under the Company's group plan in accordance with "COBRA" provided Executive shall pay the entire cost of such coverage.

§ 9. Non-exclusivity of Rights Nothing in this Agreement shall prevent or limit Executive's continuing or future participation in any plan, program, policy or practice provided by the Company and for which Executive may qualify, nor, subject to § 16(d), shall anything herein limit or otherwise affect such rights as Executive may have under any contract or agreement with the Company. Amounts which are vested benefits or which Executive is otherwise entitled to receive under any plan, policy, practice or program of or any contract or agreement with the Company at or subsequent to the Date of Termination shall be payable in accordance with such plan, policy, practice or program or contract or agreement except as explicitly modified by this Agreement.

§ 10. Costs of Enforcement In no event shall Executive be obligated to seek other employment by way of mitigation of the amounts payable to Executive under any of the provisions of this Agreement and such amounts shall not be reduced whether or not Executive obtains other employment. In any action taken in good faith relating to the enforcement of this Agreement or any provision herein, including any arbitration provision in § 13, Executive shall be entitled to be paid any and all costs and expenses incurred by him/her in enforcing or establishing his/her rights thereunder, including, without limitation, reasonable attorneys' fees, and whether or not incurred in trial, bankruptcy or appellate proceedings, but only if Executive is successful on at least one material issue raised in the enforcement proceeding. Any costs or expenses that otherwise meet the requirements for reimbursement under this § 10 shall be reimbursed within 120 days of

submission by Executive for a request for reimbursement, but in no event later than the last day of Executive's taxable year following the taxable year in which Executive becomes entitled to such reimbursement by reason of being successful on at least one material issue (provided a request for reimbursement has been made).

§ 11. Representations and Warranties Executive hereby represents and warrants to the Company that Executive is not a party to, or otherwise subject to, any covenant not to compete with any person or entity, and Executive's execution of this Agreement and performance of his/her obligations hereunder will not violate the terms or conditions of any contract or obligation, written or oral, between Executive and any other person or entity.

§ 12. Restrictions on Conduct of Executive

(a) General Executive and the Company understand and agree that the purpose of the provisions of this § 12 is to protect legitimate business interests of the Company, as more fully described below, and is not intended to eliminate Executive's post-employment competition with the Company per se, nor is it intended to impair or infringe upon Executive's right to work, earn a living, or acquire and possess property from the fruits of his/her labor. Executive hereby acknowledges that the post-employment restrictions set forth in this § 12 are reasonable and that they do not, and will not, unduly impair his/her ability to earn a living after the termination of this Agreement. Therefore, subject to the limitations of reasonableness imposed by law, Executive shall be subject to the restrictions set forth in this § 12. For the purposes of this § 12, "Company" shall be deemed to include Company and all its parents, affiliates, subsidiaries and successors.

(b) Definitions The following terms used in this § 12 shall have the meanings assigned to them below, which definitions shall apply to both the singular and the plural forms of such terms:

"Competitive Position" means any employment with a Competitor in which Executive has duties for such Competitor that relate to Competitive Services and that are the same or similar to those services actually performed by Executive for the Company.

"Competitive Services" means services competitive with the business activities engaged in by the Company as of the Determination Date, which include, but are not limited to, the provision of products and services to facilitate or assist with the movement in electronic commerce of payment and financial information, merchant processing, merchant acquiring, credit and debit transaction processing, check guarantee and verification, electronic authorization and capture, terminal management services, purchase card services, financial electronic data interchange, cash management services, and wire transfer services.

"Competitor" means any individual, corporation, partnership, joint venture, limited liability company, association, or other entity or enterprise which is engaged, wholly or in part, in Competitive Services, including but not limited to the following companies, all of whom engage in Competitive Services (and all of their parents, subsidiaries, or affiliates who engage in Competitive Services) and all of the successors in interest to any of the foregoing: TSYS Acquiring Solutions, Chase Paymentech Solutions, First Data Corporation, Total System Services, Inc., Vantiv, Wells Fargo Merchant Services, Heartland Payment Systems, First National Merchant Solutions, RBS Lynk, TransFirst Holdings, iPayment, BA Merchant Services, NPC, Elavon Merchant Services and Moneris Solutions.

"Confidential Information" means all information regarding the Company, its activities, business or clients that is the subject of reasonable efforts by the Company to maintain its confidentiality and that is not generally disclosed by practice or authority to persons not employed by the

Company, but that does not rise to the level of a Trade Secret. “Confidential Information” shall include, but is not limited to, financial plans and data concerning the Company; management planning information; business plans; operational methods; market studies; marketing plans or strategies; product development techniques or plans; lists of current or prospective customers; details of customer contracts; current and anticipated customer requirements; past, current and planned research and development; business acquisition plans; and new personnel acquisition plans. “Confidential Information” shall not include information that has become generally available to the public by the act of one who has the right to disclose such information without violating any right or privilege of the Company. This definition shall not limit any definition of “confidential information” or any equivalent term under state or federal law.

“Determination Date” means the date of termination of Executive’s employment with the Company for any reason whatsoever or any earlier date of an alleged breach of the Restrictive Covenants by Executive.

“Person” means any individual or any corporation, partnership, joint venture, limited liability company, association or other entity or enterprise.

“Principal or Representative” means a principal, owner, partner, shareholder, joint venturer, investor, member, trustee, director, officer, manager, employee, agent, representative or consultant.

“Protected Customers” means any Person to whom the Company has sold or provided its products or services, or actively solicited to sell or provide its products or services, during the twelve (12) months prior to the Determination Date.

“Protected Employees” means employees of the Company who were employed by the Company at any time within six (6) months prior to the Determination Date.

“Restricted Period” means the Employment Period and a period extending two (2) years from the termination of Executive’s employment with the Company.

“Restricted Territory” means the area in which the Company conducts business, which includes the entire United States.

“Restrictive Covenants” means the restrictive covenants contained in § 12(c) hereof.

“Trade Secret” means all information, without regard to form, including, but not limited to, technical or non-technical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, distribution lists or a list of actual or potential customers, advertisers or suppliers which is not commonly known by or available to the public and which information: (A) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (B) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Without limiting the foregoing, Trade Secret means any item of Confidential Information that constitutes a “trade secret(s)” under the common law or applicable state law.

(c) Restrictive Covenants

(i) Restriction on Disclosure and Use of Confidential Information and Trade Secrets. Executive understands and agrees that the Confidential Information and Trade Secrets constitute valuable assets of the Company and its affiliated entities, and may not be converted to Executive’s own use. Accordingly, Executive hereby agrees that Executive shall not, directly or indirectly, at any time during the

Employment Period or at any time following the end of the Employment Period for any reason reveal, divulge, or disclose to any Person not expressly authorized to receive such information by the Company any Confidential Information or Trade Secrets that have not at the time ceased to be Confidential Information or Trade Secrets, and Executive shall not, directly or indirectly, at any time during the Employment Period or at any time following the end of the Employment Period for any reason use or make use of any Confidential Information or Trade Secrets that have not at the time ceased to be Confidential Information or Trade Secrets other than on behalf of, and for the benefit of, the Company. The parties acknowledge and agree that this Agreement is not intended to, and does not reduce or limit either the Company's rights or Executive's obligations under any state or federal statutory or common law regarding trade secrets and unfair trade practices.

Anything herein to the contrary notwithstanding, Executive shall not be restricted from disclosing or using Confidential Information that is required to be disclosed by law, court order or other legal process; provided, however, that in the event disclosure is required by law, Executive shall provide the Company with prompt notice of such requirement so that the Company may seek an appropriate protective order prior to any such required disclosure by Executive.

(ii) Non-solicitation of Protected Employees. Executive understands and agrees that the relationship between the Company and each of its Protected Employees constitutes a valuable asset of the Company and may not be converted to Executive's own use. Accordingly, Executive hereby agrees that during the Restricted Period Executive shall not directly or indirectly on Executive's own behalf or as a Principal or Representative of any Person or otherwise solicit or induce any Protected Employee with whom Executive worked or otherwise had material contact through his/her employment with the Company to terminate his/her employment relationship with the Company or to enter into employment with any other Person.

(iii) Restriction on Relationships with Protected Customers. Executive understands and agrees that the relationship between the Company and each of its Protected Customers constitutes a valuable asset of the Company and may not be converted to Executive's own use. Accordingly, Executive hereby agrees that, during the Restricted Period, Executive shall not, without the prior written consent of the Company, directly or indirectly, on Executive's own behalf or as a Principal or Representative of any Person, solicit, divert, take away or attempt to solicit, divert or take away a Protected Customer for the purpose of providing or selling Competitive Services; provided, however, that the prohibition of this covenant shall apply only to Protected Customers with whom Executive had Material Contact on the Company's behalf during the twelve (12) months immediately preceding the termination of his/her employment hereunder. For purposes of this Agreement, Executive shall be deemed to have "Material Contact" with a Protected Customer if (a) he/she had business dealings with the Protected Customer on the Company's behalf, or (b) he/she was responsible for supervising or coordinate the dealings between the Company and the Protected Customer.

(iv) Non-competition with the Company. Executive acknowledges: (A) that Executive's services under this Agreement require special expertise and talent in the provision of Competitive Services and that Executive will have substantial contacts with customers, suppliers, advertisers and vendors of the Company throughout the geographic area in which the Company conducts business; (B) that pursuant to this Agreement, Executive will be placed in a position of trust and responsibility and he/she will have access to a substantial amount of Confidential Information and Trade Secrets relating to all aspects of the Company's business and that the Company is placing him/her in such position and giving him/her access to such information in reliance upon his/her agreement not to compete with the Company during the Restricted Period; (C) that due to his/her management duties, Executive will be the repository of a substantial portion of the goodwill of the Company, will be involved with all aspects of the Company's business throughout the

geographic area in which the Company does business, and would have an unfair advantage in competing with the Company; (D) that due to Executive's special experience and talent, the loss of Executive's services to the Company under this Agreement cannot reasonably or adequately be compensated solely by damages in an action at law; (E) that Executive is capable of competing with the Company; and (F) that Executive is capable of obtaining gainful, lucrative and desirable employment that does not violate the restrictions contained in this Agreement. In consideration of the compensation and benefits being paid and to be paid by the Company to Executive hereunder, Executive hereby agrees that, during the Restricted Period, Executive will not, without prior written consent of the Company, directly or indirectly seek or obtain a Competitive Position, or otherwise engage, on Executive's own behalf or on behalf of another, in Competitive Services, in the Restricted Territory; provided, however, that (1) the provisions of this Agreement shall not be deemed to prohibit the ownership by Executive of any securities of the Company or its affiliated entities or not more than five percent (5%) of any class of securities of any corporation having a class of securities registered pursuant to the Exchange Act; (2) for purposes of this § 12(c)(iv) only, the Restricted Period shall be reduced to eighteen (18) months if Executive's employment is terminated by Company or Executive pursuant to § 8(a) (Prior to a Change in Control: Resignation by Executive for Good Reason; Termination by the Company Other Than for Cause or Disability); and (3) this § 12(c)(iv) shall lapse and terminate at the end of the Employment Period if the Company gives notice to Executive pursuant to § 3 that this Agreement will not be extended.

(d) Enforcement of Restrictive Covenants

(i) Rights and Remedies Upon Breach. In the event Executive breaches, or threatens to commit a breach of, any of the provisions of the Restrictive Covenants, the Company shall have the following rights and remedies, which shall be independent of any others and severally enforceable, and shall be in addition to, and not in lieu of, any other rights and remedies available to the Company at law or in equity:

(A) the right and remedy to enjoin, preliminarily and permanently, Executive from violating or threatening to violate the Restrictive Covenants and to have the Restrictive Covenants specifically enforced by any court of competent jurisdiction, it being agreed that any breach or threatened breach of the Restrictive Covenants would cause irreparable injury to the Company and that money damages would not provide an adequate remedy to the Company; and

(B) the right and remedy to require Executive to account for and pay over to the Company all compensation, profits, monies, accruals, increments or other benefits derived or received by Executive as the result of any transactions constituting a breach of the Restrictive Covenants.

(ii) Severability of Covenants. Executive acknowledges and agrees that the Restrictive Covenants are reasonable and valid in time and scope and in all other respects. The covenants set forth in this Agreement shall be considered and construed as separate and independent covenants. Should any part or provision of any covenant be held invalid, void or unenforceable in any court of competent jurisdiction, such invalidity, voidness or unenforceability shall not render invalid, void or unenforceable any other part or provision of this Agreement. If any portion of the foregoing provisions is found to be invalid or unenforceable by a court of competent jurisdiction because its duration, the territory, the definition of activities or the definition of information covered is considered to be invalid or unreasonable in scope, the invalid or unreasonable term shall be redefined, or a new enforceable term provided, such that the intent of the Company and Executive in agreeing to the provisions of this Agreement will not be impaired and the provision in question shall be enforceable to the fullest extent of the applicable laws. This § 12 shall survive the expiration or termination of this Agreement, provided, however, that the non-competition covenants set

forth in § 12(c)(iv) shall not survive and shall terminate at the end of the Employment Period if the Company gives notice to the Executive pursuant to § 3 that this Agreement will not be extended.

§ 13. Arbitration Any claim or dispute arising under this Agreement (other than under § 12) shall be subject to arbitration, and prior to commencing any court action, the parties agree that they shall arbitrate all such controversies. The arbitration shall be conducted in Atlanta, Georgia, in accordance with the Employment Dispute Rules of the American Arbitration Association and the Federal Arbitration Act, 9 U.S.C. §1, *et. seq.* The arbitrator(s) shall be authorized to award both liquidated and actual damages, in addition to injunctive relief, but no punitive damages. The arbitrator(s) shall also award attorney's fees and costs, without regard to any restriction on the amount of such award under Georgia or other applicable law. Such an award shall be binding and conclusive upon the parties hereto, subject to 9 U.S.C. §10. Each party shall have the right to have the award made the judgment of a court of competent jurisdiction.

Initials of parties as to this § 13:

Company: JSS
Executive: JME

§ 14. Rabbi Trust In order to ensure the payment of the severance benefit provided for in § 8(b)(ii) and (iii) of this Agreement, immediately following the commencement of any action by a third party with the aim of effecting a Change in Control, or the publicly-announced threat by a third party to commence any such action, the Company shall fully fund through the Global Payments Inc. Benefit Security Trust, or similar "rabbi trust" the amount of the severance payment that would have been paid to Executive under § 8(b)(ii) and (iii) if the Date of Termination had occurred on the date of commencement, or publicly-announced threat of commencement, of such action by the third party; *provided, however*, that the trust shall not be funded if the funding thereof would result in taxable income to Executive by reason of § 409A(b) of the Code; *and provided, further*, in no event shall any trust assets at any time be located or transferred outside of the United States, within the meaning of § 409A(b) of the Code. Amounts shall be paid to Executive from such trust as provided under this Agreement and the trust. The right of Executive to receive payments under this Agreement shall be an unsecured claim against the general assets of the Company and Executive shall have no rights in or against any specific assets of the Company. For greater certainty, the foregoing trust shall be a revocable trust in the event the potential Change in Control which precipitated the funding of such trust is not consummated. Finally, nothing in this § 14 shall relieve the Company of any liabilities under this Agreement to the extent such liabilities are not satisfied by a trust described in this § 14.

§ 15. Assignment and Successors

(a) This Agreement is personal to Executive and without the prior written consent of the Company shall not be assignable by Executive otherwise than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by Executive's legal representatives.

(b) This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns.

(c) The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to assume expressly and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. As used in this Agreement, "Company" shall mean the Company as hereinbefore defined and any successor to its business and/or assets as aforesaid which assumes and agrees to perform this Agreement by operation of law or otherwise.

director of the Company and, following a Change in Control, the coverage shall be no less favorable to Executive than the coverage provided as of the date of the Change in Control.

(h) Amendments and Modifications and Modifications. This Agreement may be amended or modified only by a writing signed by the Company and Executive, which makes specific reference to this Agreement.

(i) § 409A

(i) The Company and Executive intend no payments to be made and no benefits to be provided under this Agreement will be subject to taxation under § 409A of the Code and that the terms of this Agreement will be interpreted in good faith in a manner which is intended to minimize the risk that Executive will be subject to tax under § 409A of the Code with respect to any such payments or benefits, and the Company and Executive agree to cooperate fully and in good faith with one another to seek to minimize such risk.

(ii) Items eligible for expense reimbursement under the terms of this Agreement shall be reimbursed in a manner intended to qualify for an exemption under § 409A of the Code, which shall include implementing the following limitations with respect to reimbursements: (1) the amount of such expenses eligible for reimbursement in any calendar year shall not affect the expenses eligible for reimbursement in another calendar year, (2) no such reimbursement may be exchanged or liquidated for another payment or benefit, (3) any reimbursements of such expenses shall be made as soon as practicable under the circumstances but in any event no later than the end of the calendar year following the calendar in which the related expenses were incurred, and (4) the Company's obligation to make reimbursements or to provide in-kind benefits that constitute deferred compensation under § 409A of the Code shall not extend beyond Executive's lifetime or, if later, the end of the twenty (20) year period which starts on the Effective Date.

(iii) The Company and Executive intend that each installment of payments and benefits provided under this Agreement shall be treated as a separate identified payment for purposes of § 409A of the Code and that neither the Company nor Executive shall have the right to accelerate or defer the delivery of any such payments or benefits if a determination is made in good faith that any such acceleration or deferral would present a risk that Executive would be subject to any tax under § 409A of the Code; provided, however, if the Applicable Pay Date is the Delayed Pay Date and Executive dies before such Delayed Pay Date, then any payments or benefits due on the Delayed Pay Date will be made before the end of the thirty (30) day period which starts on Executive's date of death or on the Delayed Pay Date, whichever comes first.

(iv) Executive acknowledges and agrees that nothing in this Agreement shall be construed as a guarantee or indemnity by the Company for the tax consequences to the payments and benefits called for under this Agreement, including any tax consequences under § 409A of the Code, and Executive agrees that Executive shall be responsible for paying all taxes due with respect to such payments made and benefits provided to Executive.

(j) References All references to sections (§) in this Agreement shall be to sections (§) of this Agreement except as expressly set forth in this Agreement.

(k) Accounting Discrepancies Executive shall be subject to any policy adopted by the Company after the Effective Date which is applicable to senior executives of the Company generally and which requires restitution by such an executive with respect to any payment made or benefit provided

to, or on behalf of, such an executive, the calculation of which is based in whole or in part on accounting discrepancies or erroneous financial information.

IN WITNESS WHEREOF, the Company and Executive hereto have duly executed and delivered this Employment Agreement as of the date first above written.

GLOBAL PAYMENTS INC.

By: /s/ Jeffrey S. Sloan

Name: Jeffrey S. Sloan

Title: Chief Executive Officer

EXECUTIVE:

/s/ Jane M. Elliott

EXHIBIT A
Form of Release

This Release is granted effective as of the ____ day of ____, 20__, by _____ (“Executive”) in favor of Global Payments Inc. (the “Company”). This is the Release referred to that certain Employment Agreement effective as of _____ by and between the Company and Executive (the “Employment Agreement”). Executive gives this Release in consideration of the Company’s promises and covenants as recited in the Employment Agreement, with respect to which this Release is an integral part.

1. Release of the Company. Executive, for himself/herself, his/her successors, assigns, attorneys, and all those entitled to assert his/her rights, now and forever hereby releases and discharges the Company and its respective officers, directors, stockholders, trustees, employees, agents, parent corporations, subsidiaries, affiliates, estates, successors, assigns and attorneys (the “Released Parties”), from any and all claims, actions, causes of action, sums of money due, suits, debts, liens, covenants, contracts, obligations, costs, expenses, damages, judgments, agreements, promises, demands, claims for attorney’s fees and costs, or liabilities whatsoever, in law or in equity, which Executive ever had or now has against the Released Parties, including, without limitation, any claims arising by reason of or in any way connected with any employment relationship which existed between the Company or any of its parents, subsidiaries, affiliates, or predecessors, and Executive. It is understood and agreed that this Release is intended to cover all actions, causes of action, claims or demands for any damage, loss or injury, whether known or unknown, of any nature whatsoever, including those which may be traced either directly or indirectly to the aforesaid employment relationship, or the termination of that relationship, that Executive has, had or purports to have, from the beginning of time to the date of this Release, and including but not limited to claims for employment discrimination under federal or state law, except as provided in Paragraph 2; claims arising under the Age Discrimination in Employment Act, 29 U.S.C. § 621, et seq., Title VII of the Civil Rights Act, 42 U.S.C. § 2000(e), et seq. or the Americans With Disabilities Act, 42 U.S.C. § 12101 et seq.; claims for statutory or common law wrongful discharge, claims arising under the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.; claims for attorney’s fees, expenses and costs; claims for defamation; claims for emotional distress; claims for wages or vacation pay; claims for benefits, including any claims arising under the Executive Retirement Income Security Act, 29 U.S.C. § 1001, et seq.; and claims under any other applicable federal, state or local laws or legal concepts; provided, however, that nothing herein shall release the Company of (i) any indemnification obligations to Executive under the Company’s bylaws, certificate of incorporation, Delaware law or otherwise; (ii) obligations with respect to insurance coverage under any directors’ and officers’ liability insurance policies; (iii) any rights that Executive may have as a stockholder of the Company; or (iv) vested interests in any pension plan or other benefit or deferred compensation plan.

2. Release of Claims Under Age Discrimination in Employment Act. Without limiting the generality of the foregoing, Executive agrees that by executing this Release, he/she has released and waived any and all claims he/she has or may have as of the date of this Release for age discrimination under the Age Discrimination in Employment Act, 29 U.S.C. § 621, et seq. Executive acknowledges and agrees Executive has been, and hereby is, advised by Company to consult with an attorney prior to executing this Release. Executive further acknowledges and agrees that Company has offered Executive the opportunity, before executing this Release, to consider this Release for a period of twenty-one (21) calendar days; and that the consideration he/she receives for this Release is in addition to amounts to which he/she was already entitled. It is further understood that this Release is not effective until seven (7) calendar days after the execution of this Release and that Executive may revoke this Release within seven (7) calendar days from the date of execution hereof.

3. Non-Admission. It is understood and agreed by Executive that the payment made to him/her is not to be construed as an admission of any liability whatsoever on the part of the Company or any of the other Released Parties, by whom liability is expressly denied.

4. Non-Disparagement. Executive agrees that he/she or she will not in any way disparage Company, its affiliated and related companies, or their current and former employees, officers, directors, agents and representatives, or make or solicit any comments, statements, or the like to the media or to others that may be considered to be derogatory or detrimental to the good name or business reputation of any of the aforementioned parties or entities. This paragraph shall not limit the rights of Executive to provide testimony pursuant to a valid subpoena or in a judicial or administrative proceeding in which Executive is required to testify or otherwise as required by law or legal process.

5. Acknowledgement and Revocation Period. Executive agrees that he/she has carefully read this Release and is signing it voluntarily. Executive acknowledges that he/she has had twenty one (21) days from receipt of this Release to review it prior to signing or that, if Executive is signing this Release prior to the expiration of such 21-day period, Executive is waiving his/her right to review the Release for such full 21-day period prior to signing it. Executive has the right to revoke this release within seven (7) days following the date of its execution by Executive. In order to revoke this Release, Executive must deliver notice of the revocation in writing to Company's General Counsel before the expiration of the seven (7) day period. However, if Executive revokes this Release within such seven (7) day period, no severance benefit will be payable to him/her under the Employment Agreement and he/she shall return to the Company any such payment received prior to that date.

6. No Revocation After Seven Days. Executive acknowledges and agrees that this Release may not be revoked at any time after the expiration of the seven (7) day revocation period and that he/she will not institute any suit, action, or proceeding, whether at law or equity, challenging the enforceability of this Release. Executive further acknowledges and agrees that, with the exception of an action to challenge the waiver of claims under the ADEA, Executive shall not ever attempt to challenge the terms of this Release, attempt to obtain an order declaring this Release to be null and void, or institute litigation against the Company or any other Releasee based upon a claim that is covered by the terms of the release contained herein, without first repaying all monies paid to him/her under § 8 of the Employment Agreement. Furthermore, with the exception of an action to challenge his/her waiver of claims under the ADEA, if Executive does not prevail in an action to challenge this Release, to obtain an order declaring this Release to be null and void, or in any action against the Company or any other Releasee based upon a claim that is covered by the release set forth herein, Executive shall pay to the Company and/or the appropriate Releasee all their costs and attorneys' fees incurred in their defense of Executive's action.

7. Governing Law and Severability. This Release and the rights and obligations of the parties hereto shall be governed and construed in accordance with the laws of the State of Georgia. If any provision hereof is unenforceable or is held to be unenforceable, such provision shall be fully severable, and this document and its terms shall be construed and enforced as if such unenforceable provision had never comprised a part hereof, the remaining provisions hereof shall remain in full force and effect, and the court or tribunal construing the provisions shall add as a part hereof a provision as similar in terms and effect to such unenforceable provision as may be enforceable, in lieu of the unenforceable provision.

EXECUTIVE HAS CAREFULLY READ THIS RELEASE AND ACKNOWLEDGES THAT IT CONSTITUTES A GENERAL RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS AGAINST THE COMPANY UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT. EXECUTIVE ACKNOWLEDGES THAT HE/SHE HAS HAD A FULL OPPORTUNITY TO CONSULT WITH AN ATTORNEY OR OTHER ADVISOR OF HIS/HER CHOOSING CONCERNING HIS/HER EXECUTION

OF THIS RELEASE AND THAT HE/SHE IS SIGNING THIS RELEASE VOLUNTARILY AND WITH THE FULL INTENT OF
RELEASING THE COMPANY FROM ALL SUCH CLAIMS.

Date: _____

EMPLOYMENT AGREEMENT

BETWEEN

G. THOMAS BALAS, JR.

AND

GLOBAL PAYMENTS INC.

Dated as of December 1, 2013

EMPLOYMENT AGREEMENT

CONTENTS

§ 1.	Effective Date	1
§ 2.	Employment	1
§ 3.	Employment Period	1
§ 4.	Extent of Service	2
§ 5.	Compensation and Benefits	2
	(a) Base Salary	2
	(b) Incentive and Savings Plans	2
	(c) Welfare Benefit Plans	3
	(d) Expenses	3
	(e) Additional Benefits	4
§ 6.	Change in Control	4
§ 7.	Termination of Employment	5
	(a) Death, Retirement or Disability	5
	(b) Termination by the Company Prior to a Change in Control	5
	(c) Resignation by Executive Prior to a Change in Control	6
	(d) Termination by the Company After a Change in Control	7
	(e) Resignation by Executive After a Change in Control	8
	(f) Notice of Termination	9
	(g) Date of Termination, "Separation from Service" and Applicable Pay Date	9
§ 8.	Obligations of the Company upon Termination	10
	(a) Prior to a Change in Control: Resignation by Executive for Good Reason; Termination by the Company Other Than for Cause or Disability	10
	(b) After or in Connection with a Change in Control: Resignation by Executive for Good Reason; Termination by the Company Other Than for Cause or Disability	12
	(c) In Anticipation of a Change in Control: Termination by the Company Other Than for Cause or Disability or Resignation by Executive for Good Reason	15
	(d) Death, Disability or Retirement	16
	(e) Cause or Voluntary Termination without Good Reason	17
§ 9.	Non-exclusivity of Rights	17
§ 10.	Costs of Enforcement	17
§ 11.	Representations and Warranties	17
§ 12.	Restrictions on Conduct of Executive	18
	(a) General	18
	(b) Definitions	18
	(c) Restrictive Covenants	20
	(d) Enforcement of Restrictive Covenants	21
§ 13.	Arbitration	22
§ 14.	Rabbi Trust	23
§ 15.	Assignment and Successors	23
§ 16.	Miscellaneous	23
	(a) Waiver	23
	(b) Severability	24

(c) Other Agents	24
(d) Entire Agreement	24
(e) Governing Law	24
(f) Notices	24
(g) Indemnification	24
(h) Amendments and Modifications	25
(i) § 409A	25
(j) References	26
(k) Accounting Discrepancies	26

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "Agreement") is made and entered into this 26th day of November, 2013 by and between Global Payments Inc., a Georgia corporation (the "Company"), and G. Thomas Balas, Jr. ("Executive").

BACKGROUND

Executive shall serve as the Executive Vice President and Chief Human Resources Officer of the Company, or such other position as shall be assigned to him/her from time to time by the Company. Executive and the Company desire to memorialize the terms of such employment in this Agreement. In addition, the Compensation Committee of the Board of Directors of the Company (the "Committee") has determined that it is in the best interests of the Company and its stockholders to assure that the Company will have the continued dedication of Executive, notwithstanding the possibility, threat or occurrence of a Change in Control (as defined in § 6). As it is desired and anticipated that Executive will continue to be employed and provide services for the Company's successor for some period of time following a Change in Control, one purpose of this Agreement is to provide Executive with compensation and benefits arrangements which ensure that the compensation and benefits expectations of Executive will be satisfied and which are competitive with those of other corporations. Therefore, in order to accomplish these objectives, the Committee has caused the Company to enter into this Agreement. This Agreement supersedes any prior agreement or other communication (oral or written) regarding Executive's employment.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and Executive agree as follows:

§ 1. Effective Date his Agreement is effective as of December 1, 2013 (the "Effective Date").

§ 2. Employment Executive is hereby employed as the Executive Vice President and Chief Human Resources Officer of the Company. In such capacity, Executive shall have the duties and responsibilities commensurate with such position as shall be assigned to him/her by the Chief Executive Officer of the Company (the "Chief Executive Officer").

§ 3. Employment Period Subject to § 7, Executive's initial Employment Period pursuant to this Agreement shall be the period which starts on the Effective Date and then continues without interruption for the (3) consecutive year period which ends on November 30, 2016; provided, Executive's Employment Period shall automatically be extended for one additional year on December 1, 2015 and on each subsequent anniversary of such date unless either the Company or Executive provides notice (in accordance with § 16(f)) before such anniversary date that there will be no such extension. Executive's initial Employment Period and any subsequent extension of the initial Employment Period shall be referred to collectively as Executive's "Employment Period". A failure to extend Executive's Employment Period shall not be treated for any reason whatsoever as a termination of Executive's employment under § 7 unless the Company provides notice that there will be no such extension following a Change in Control and Executive's Employment Period would as a result of such notice end before the second anniversary of the date of such Change in Control, in which case Executive shall have the right to resign effective at any time during the 90-day period which starts on the date of such notice, and the date his/her resignation is effective shall be treated as a termination for Good

Reason pursuant to § 7(e) of this Agreement and Executive shall receive all benefits called for under § 8(b) of this Agreement.

§ 4. Extent of Service During the Employment Period, Executive shall render his/her services to the Company (or to any successor, including a successor following a Change in Control) in conformity with the Company's policies and procedures (including but not limited to its Employee Code of Conduct and Ethics) and professional standards, in a prudent and workmanlike manner and in a manner consistent with the obligations imposed on officers of corporations under applicable law. Executive shall promote the interests of the Company and its subsidiaries in carrying out Executive's duties and shall not deliberately take any action which could, or fail to take any action which failure could, reasonably be expected to have a material adverse effect upon the business of the Company or any of its subsidiaries or any of their respective affiliates. Executive agrees to devote his/her business time, attention, skill and efforts exclusively to the faithful performance of his/her duties hereunder (both before and after a Change in Control); provided, however, that it shall not be a violation of this Agreement for Executive to (i) devote reasonable periods of time to charitable and community activities and, with the approval of the Chief Executive Officer, industry or professional activities; (ii) manage or participate in personal business interests and investments, so long as such activities do not, in the judgment of the Chief Executive Officer, materially interfere with the performance of Executive's responsibilities under this Agreement and comply with all Company policies and codes and all of Executive's covenants and agreements; and/or (iii) subject to the approval of the Committee, serve as a director, trustee, or member of a committee of any organization involving no conflict of interest with the interests of the Company so long as such activities do not, in the judgment of the Chief Executive Officer, materially interfere with the performance of Executive's responsibilities under this Agreement and comply with all Company policies and codes and all of Executive's covenants and agreements.

§ 5. Compensation and Benefits

(a) Base Salary During the Employment Period, the Company will pay to Executive a base salary in the amount of U.S. \$315,000 per year ("Base Salary"), less normal withholdings, payable in equal bi-weekly or other installments as provided under the Company's standard payroll practices in effect for senior executives from time to time. Executive's Base Salary will be reviewed at least annually and, subject to approval of the Committee, the Company may increase Executive's Base Salary from time to time. The periodic review of Executive's salary by the Committee will consider, among other things, Executive's own performance and the Company's performance.

(b) Incentive and Savings Plans During the Employment Period, Executive shall be entitled to participate in all incentive, retirement and savings plans, practices, policies and programs applicable generally to employees of the Company at the senior executive level, excluding the Chief Executive Officer. Certain executive programs will be made available on a selective basis at the discretion of the Chief Executive Officer, the Board of Directors of the Company (the "Board") or the Committee. Without limiting the foregoing, the following shall apply:

(i) Annual Bonus. Executive will have an annual bonus opportunity for each fiscal year of the Company based on the achievement of financial and performance objectives set by the Committee ("Bonus Opportunity"). The annual Bonus Opportunity and specific performance and financial objectives will be set forth in Executive's individual performance and incentive plan for each fiscal year. Executive's annual Bonus Opportunity at target levels for any year shall not be less than 50% of his/her then current Base Salary for such year. Executive must be an active employee on the date the annual bonuses are paid on a Company wide basis in order to be eligible to receive any bonus payment (except as otherwise expressly provided in § 8) unless Executive's employment terminates following a failure to extend his/her Employment Period in accordance with § 3, his/her employment terminates at or after the end of the applicable

fiscal year and he/she satisfies all or substantially all of the performance requirements for a bonus for such fiscal year, in which event he/she shall be eligible for a bonus as determined by the Committee, and such bonus, if any, shall be paid no later than 2½ months after the end of such fiscal year.

(ii) Equity Awards. Executive will be eligible to participate in the Company's 2011 Incentive Equity Plan (the "2011 Plan") and any successor to such plan in accordance with the terms and conditions of the 2011 Plan and any successor to such plan. The Company may, from time to time, upon approval by the Committee, grant to Executive options to purchase shares of Company's no par value common stock ("Company Common Stock"), restricted Company Common Stock, restricted stock units, performance shares, and/or performance units and/or other Company Common Stock related grants as a long-term incentive for performance.

(c) Welfare Benefit Plans During the Employment Period, Executive and Executive's family shall be eligible for participation in, and shall be eligible to receive, all benefits under the welfare benefit plans, practices, policies and programs provided by the Company, including, without limitation, medical, prescription, dental, disability, employee life, group life, accidental death and travel accident insurance plans and programs on the same basis as similarly situated executives of the Company (collectively "Welfare Plans").

(d) Expenses During the Employment Period, Executive shall be entitled to receive prompt reimbursement for all reasonable expenses incurred by Executive in accordance with the policies, practices and procedures of the Company; provided, however, (i) the amount of such expenses eligible for reimbursement in any calendar year shall not affect the expenses eligible for reimbursement in another calendar year, (ii) no such reimbursement may be exchanged or liquidated for another payment or benefit, and (iii) any reimbursements of such expenses shall be made as soon as practicable under the circumstances but in any event no later than the end of the calendar year following the calendar year in which the related expenses are incurred.

(e) Additional Benefits During the Employment Period, Executive shall be offered the opportunity to receive or participate in any additional benefits provided to similarly-situated executives of the Company in accordance with, and subject to the eligibility requirements of, the plans, practices, programs and policies of the Company and applicable laws and regulations. Executive also shall be entitled to vacation in accordance with the Company's then-current written vacation policy.

§ 6. Change in Control

(1) For the purposes of this Agreement, a "Change in Control" shall mean:

(a) The acquisition by any individual, entity or group (within the meaning of § 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) (a "Person") of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 35% or more of the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors (the "Outstanding Company Voting Securities"); provided, however, that for purposes of this subsection (a), the following acquisitions shall not constitute a Change in Control: (i) any acquisition by a Person who is on the Effective Date the beneficial owner of 35% or more of the Outstanding Company Voting Securities, (ii) any acquisition directly from the Company, (iii) any acquisition by the Company which reduces the number of Outstanding Company Voting Securities and thereby results in any person having beneficial ownership of more than 35% of the Outstanding Company Voting Securities, or (iv) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company

or any corporation controlled by the Company, or (v) any acquisition by any corporation pursuant to a transaction which meets the requirements of clauses (i) and (ii) of subsection (b) of this § 6; or

(b) Consummation of a reorganization, merger or consolidation or sale or other disposition of all or substantially all of the assets of the Company (a “Business Combination”), in each case, unless, following such Business Combination, (i) all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the outstanding shares of the Company’s common stock (the “Outstanding Company Common Stock”) and Outstanding Company Voting Securities immediately prior to such Business Combination (individually a “Company Owner”) beneficially own, directly or indirectly, more than 50% of, respectively, the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from such Business Combination (including, without limitation, a corporation which as a result of such transaction owns the Company or all or substantially all of the Company’s assets either directly or through one or more subsidiaries) in substantially the same proportions as each Company Owner’s ownership, immediately prior to such Business Combination, of the Outstanding Company Common Stock and Outstanding Company Voting Securities, as the case may be, and (ii) no Person (excluding any Company Owner, the Company or any employee benefit plan (or related trust) of the Company or such corporation resulting from such Business Combination) beneficially owns, directly or indirectly, 35% or more of the combined voting power of the then outstanding voting securities of such corporation; or

(c) A majority of the individuals who, as of the Effective Date, constitute the Board of Directors of the Company (the “Incumbent Directors”) are replaced within a twelve (12) month period by directors whose appointment or election was not approved by a majority of the Incumbent Directors and who were elected as a result of an election contest with respect to the election or removal of directors (“Election Contest”) or other actual or threatened solicitation of proxies or consents by or on behalf of any “person” (such term for purposes of this definition being as defined in § 3(a)(9) of the Exchange Act, and as used in § 13(d)(3) and 14(d)(2) of the Exchange Act) other than the Incumbent Directors (“Proxy Contest”); provided that any person becoming a director after the Effective Date and whose election or nomination for election was approved by a vote of at least a majority of the Incumbent Directors then on the Board shall thereafter be an Incumbent Director.

(2) For purposes of this Agreement, a “§ 409A Change in Control” shall mean a “Change in Control” which also constitutes a change in ownership or effective control of the Company or a change in the ownership of a substantial portion of the assets of the Company, all within the meaning of § 409A of the Internal Revenue Code of 1986, as amended (the “Code”).

§ 7. Termination of Employment

(a) Death, Retirement or Disability Executive’s employment and the Employment Period shall terminate automatically upon Executive’s death or Retirement. For purposes of this Agreement, “Retirement” shall mean normal retirement under the Company’s then-current retirement plan, or if there is no such retirement plan, “Retirement” shall mean voluntary resignation after age 65 with at least ten years of service. If the Committee determines in good faith that the Disability of Executive has occurred (pursuant to the definition of Disability set forth in this § 7(a)), the Company may give to Executive written notice of its intention to terminate Executive’s employment. In such event, Executive’s employment with the Company shall terminate effective on the 30th day after receipt of such written notice by Executive (the “Disability Effective Date”), provided that, within the thirty (30) days after such receipt, Executive shall not have returned to full-time performance of Executive’s duties. For purposes of this Agreement, “Disability” shall mean the inability of Executive, as determined by the Committee, to substantially perform the essential functions of his/her regular duties and responsibilities with or without reasonable accommodation, due to a medically

determinable physical or mental illness or other disability which has lasted (or can reasonably be expected to last) for a substantially continuous period of at least six consecutive months.

(b) Termination by the Company Prior to a Change in Control Prior to a Change in Control and on or after the second anniversary of the date of a Change in Control, the Company may terminate Executive's employment with or without Cause and, in respect of such termination of employment occurring prior to a Change in Control or on or after the second anniversary of the date of a Change in Control, the following definition of "Cause" shall apply:

"Cause" shall mean a determination by the Committee that:

(i) Executive has failed to perform substantially Executive's duties or responsibilities under this Agreement (other than any such failure resulting from incapacity due to physical or mental illness, and specifically excluding any failure by Executive, after reasonable efforts, to meet reasonable performance expectations), after a written demand for substantial performance is delivered to Executive by the Chief Executive Officer or the Chairman of the Committee which specifically identifies the manner in which such person believes that Executive has failed to substantially perform Executive's duties or responsibilities and which has not been cured to the satisfaction of such person within ten (10) business days of the written demand delivered to Executive; or

(ii) Executive engaged in any act of fraud, misappropriation, embezzlement or similar dishonest or wrongful act, including, without limitation, any violation of the Sarbanes-Oxley Act or similar laws or legal standards, but excluding for this purpose any non-criminal violation of Sarbanes-Oxley or similar laws or legal standards that has no adverse impact on the Company or its reputation and does not involve dishonesty or render Executive ineligible for any licensing, bonding or insurance coverage or for employment or engagement in any Company work or activity; or

(iii) Executive has engaged in the abuse of alcohol, prescription drugs or any substance which materially interferes with Executive's ability to perform Executive's duties and responsibilities under this Agreement or Executive has engaged in the use of illegal drugs; or

(iv) Executive has violated any laws, agreements or Company policies or codes prohibiting employment discrimination, harassment, conflicts of interest, retaliation, competition with the Company, solicitation of Company customers or employees on behalf of anyone other than Company, improper use or disclosure of Trade Secrets, Confidential Information or other proprietary information of the Company; or

(v) Executive has committed, been convicted for, or entered a plea of guilty or *nolo contendere* (or any plea of similar substance or effect) to, a felony or a crime involving dishonesty or other moral turpitude.

(c) Resignation by Executive Prior to a Change in Control Prior to a Change in Control and on or after the second anniversary of the date of a Change in Control, Executive may resign for "Good Reason" or no reason and, in respect of any such resignation occurring prior to a Change in Control or on or after the second anniversary of the date of a Change in Control, the following definition of "Good Reason" shall apply:

"Good Reason" shall mean:

(i) without the written consent of Executive, the assignment to Executive to a position materially different from the Executive Vice President and Chief Human Resources Officer of a publicly traded corporation having a class of securities registered pursuant to the Exchange Act; or

(ii) without the written consent of Executive, a reduction by the Company: (a) in Executive's Base Salary as in effect on the Effective Date or as the same may be increased from time to time (unless a similar reduction is made in the salary of similarly-situated senior executives); (b) in Executive's Bonus Opportunity at target level below the minimum set forth in § 5(b)(i) (unless a similar reduction is made in the bonus opportunity of similarly-situated senior executives); or (c) in the benefits pursuant to the Welfare Plans (unless a similar reduction is made in the benefits of similarly-situated senior executives); or

(iii) any failure by the Company to comply with and satisfy § 15(c); or

(iv) a requirement that Executive be based in any office or location other than in the greater metropolitan area of Atlanta, Georgia.

Notwithstanding the foregoing, no event or act or omission shall constitute "Good Reason" under this § 7(c) unless (i) Executive in accordance with § 16(f) provides notice of such event or act or omission to the Committee no later than thirty (30) days after Executive has knowledge of such event or act or omission, (ii) the Committee fails to remedy such event or act or omission within thirty (30) days of the receipt of such notice (the "Cure Period") and (iii) Executive resigns effective no later than ninety (90) days after the end of the Cure Period.

(d) Termination by the Company After a Change in Control On or after a Change in Control but before the second anniversary of the date of such Change in Control, the Company may terminate Executive's employment with or without Cause and, in respect of such termination of employment occurring on or after a Change in Control the following definition of "Cause" shall apply:

"Cause" shall mean:

(i) the willful and continued failure of Executive to perform substantially Executive's duties and responsibilities under this Agreement (other than any such failure resulting from incapacity due to physical or mental illness, and specifically excluding any failure by Executive, after reasonable efforts, to meet reasonable performance expectations), after a written demand for substantial performance is delivered to Executive by the Chief Executive Officer or the Chairman of the Committee which specifically identifies the manner in which such person believes that Executive has willfully and continually failed to substantially perform Executive's duties and responsibilities and which has not been cured to the reasonable satisfaction of such person within ten (10) business days of the written demand delivered to Executive; or

(ii) any act of fraud, misappropriation, embezzlement or similar dishonest or wrongful act by Executive, including, without limitation, any violation of the Sarbanes-Oxley Act or similar laws or legal standards, but excluding for this purpose any non-criminal violation of Sarbanes-Oxley or similar laws or legal standards that has no impact on the Company or its reputation and does not involve dishonesty or render Executive ineligible for any licensing, bonding or insurance coverage or for employment or engagement in any Company work or activity; or

(iii) Executive's abuse of alcohol, prescription drugs or any substance which materially interferes with Executive's ability to perform Executive's duties and responsibilities under this Agreement or Executive's use of illegal drugs; or

(iv) Executive's violation of any laws prohibiting employment discrimination, harassment, or retaliation or Executive's willful violation of any laws, agreements, or Company policies or codes prohibiting conflicts of interest, competition with the Company, solicitation of Company customers or employees on behalf of anyone other than Company, improper use or disclosure of Trade Secrets, Confidential Information or other proprietary information of the Company; or

(v) Executive has committed, been convicted for, or entered a plea of guilty or *nolo contendere* (or any plea of similar substance or effect) to, a felony or a crime involving dishonesty or other moral turpitude.

(e) Resignation by Executive After a Change in Control On or after a Change in Control and before the second anniversary of the date of such Change in Control, Executive may resign for Good Reason or no reason and, in respect of any such resignation, the following definition of "Good Reason" shall apply:

"Good Reason" shall mean:

(i) the reason set forth in § 7(c)(i); or

(ii) without the written consent of Executive, the assignment to Executive of duties inconsistent with Executive's position, authority, duties or responsibilities as contemplated by § 2, or any action by the Company that results in a diminution in such position, authority, duties or responsibilities (whether or not occurring solely as a result of the Company's ceasing to be a publicly traded entity) which, in either case, is not rescinded within ten (10) days after the Committee receives written notice from Executive that he/she believes that the assignment or action constitutes Good Reason and that he/she intends to resign if it is not rescinded; or

(iii) without the written consent of Executive, and if Executive was reporting directly and exclusively to the Chief Executive Officer as of the date immediately prior to the Change in Control, the Company changes its reporting structure such that Executive no longer reports directly and exclusively to the Chief Executive Officer; or

(iv) a reduction by the Company without the written consent of Executive: (a) in Executive's Base Salary as in effect on the Effective Date or as the same may be increased from time to time; (b) in Executive's Bonus Opportunity at target level as the same may be increased from time to time; (c) in Executive's long-term incentive opportunities, as determined by a third-party compensation firm chosen by the Company using generally accepted methodologies, which may include annualizing prior long-term incentive grants over more than one year and ignoring prior special retention or sign-on grants; or (d) in the benefits pursuant to the Welfare Plans (unless a similar reduction is made in the benefits of similarly-situated senior executives), and which reduction set forth in (a), (b), (c) or (d) of this § 7(e)(iv) is not rescinded within ten (10) days after the Company receives written notice from Executive that he/she believes that the reduction constitutes Good Reason and that he/she intends to resign if it is not rescinded; or

(v) the reason set forth in § 7(c)(iii); or

(vi) the reason set forth in § 7(c)(iv).

(f) Notice of Termination Any termination by the Company or resignation by Executive shall be communicated by Notice of Termination to the other party hereto given in accordance with § 16(f). For purposes of this Agreement, a "Notice of Termination" means a written notice which (i) states the specific termination provision in this Agreement relied upon, (ii) to the extent applicable, sets forth

in reasonable detail the facts and circumstances claimed to provide a basis for termination of Executive's employment under the provision so indicated and (iii) specifies the applicable Date of Termination. The failure by Executive or the Company to set forth in the Notice of Termination any fact or circumstance which contributes to a showing of Good Reason or Cause shall not waive any right of Executive or the Company, respectively, hereunder or preclude Executive or the Company, respectively, from asserting such fact or circumstance in enforcing Executive's or the Company's rights hereunder.

(g) Date of Termination, "Separation from Service" and Applicable Pay Date

(i) "Date of Termination" means (1) if Executive resigns for Good Reason, the date specified in the Notice of Termination, provided that (i) the Committee may specify any earlier Date of Termination and (ii) the Date of Termination specified in the notice shall not be less than sixty (60) days after the date of delivery of the notice if the resignation is for Good Reason following a Change in Control, (2) if Executive's employment is terminated by the Company other than by reason of Disability, the date of receipt of the Notice of Termination, or any later date specified therein, or (3) if Executive's employment is terminated by reason of death, Disability or Retirement, the Date of Termination will be the date of death or Retirement, or the Disability Effective Date, as the case may be.

(ii) "Separation from Service" means a "separation from service" within the meaning of § 409A of the Code which occurs in connection with Executive's termination of employment, and the Company and Executive acknowledge and agree that such a "separation from service" may come before, after or coincide with Executive's Date of Termination.

(iii) "Applicable Pay Date" means the date that Executive has a Separation from Service (which date shall be referred to as the "Immediate Pay Date") or, if the Company determines that making a payment or providing a benefit to Executive on the Immediate Pay Date would require the Company to report all or any part of such payment or benefit to the Internal Revenue Service as subject to taxation under § 409A of the Code, the date that is six (6) months and one (1) day after the date Executive has a Separation from Service (which date shall be referred to as the "Delayed Pay Date").

§ 8. Obligations of the Company upon Termination

(a) Prior to a Change in Control: Resignation by Executive for Good Reason; Termination by the Company Other Than for Cause or Disability If, prior to a Change in Control or on or after the second anniversary of the date of a Change in Control, the Company shall terminate Executive's employment other than for Cause or Disability or Executive shall resign for Good Reason, then (and with respect to the payments and benefits described in clauses (ii) through (ix) of this § 8(a), only if Executive executes (and does not revoke) a Release in substantially the form of Exhibit A hereto (the "Release") within sixty (60) days of the Date of Termination):

(i) the Company will pay to Executive in a lump sum in cash within thirty (30) days after the Date of Termination the sum of (A) Executive's Base Salary (as in effect on the Date of Termination) earned through the Date of Termination to the extent not theretofore paid, (B) Executive's business expenses for which reimbursement has been requested pursuant to the Company's expense reimbursement policy but which have not been reimbursed before Executive's applicable Date of Termination and (C) Executive's Annual Bonus, if any, earned for the fiscal year immediately preceding the fiscal year in which the Date of Termination occurs, if such bonus has been certified as payable by the Committee but has not been paid before the Date of Termination (the sum of the amounts described in clauses (A), (B) and (C) shall be referred to as the "Accrued Obligations"), and

(ii) (A) if the Applicable Pay Date is the Delayed Pay Date, the Company will pay Executive on the Delayed Pay Date a lump sum equal to the amount of the Base Salary (as in effect on the Date of Termination or, if Executive terminates employment pursuant to § 7(c)(ii) upon a reduction in Executive's Base Salary, as in effect immediately prior to such reduction in Base Salary) Executive would have earned if Executive had been continuously employed by Company from the Date of Termination until the Delayed Pay Date or (B) if the Applicable Pay Date is the Immediate Pay Date, the Company will continue to pay Executive an amount equal to his/her monthly Base Salary (as in effect on the Date of Termination or, if Executive terminates employment pursuant to § 7(c)(ii) upon a reduction in Executive's Base Salary, as in effect immediately prior to such reduction in Base Salary) until payments begin under § 8(a)(iii) without any duplication of payments between this § 8(a)(ii) and § 8(a)(iii); provided, however, that the Company shall have no obligation to make any such payment or payments if Executive has violated any of the Restrictive Covenants (as defined in § 12 of this Agreement) and failed to remedy such violation to the satisfaction of the Board within ten (10) days of notice of such violation; and

(iii) commencing on the seven (7) month anniversary of the date Executive has a Separation from Service, the Company will continue to pay Executive an amount equal to his/her monthly Base Salary (as in effect on the Date of Termination or, if Executive terminates employment pursuant to § 7(c)(ii) upon a reduction in Executive's Base Salary, as in effect immediately prior to such reduction in Base Salary) for a period of twelve (12) consecutive months, payable in equal monthly or more frequent installments in accordance with the Company's then standard payroll practices; provided, however that the Company's obligation to make or continue such payments shall cease if Executive is or becomes employed with a Competitor (as defined in this § 8(a) below) during the eighteen (18) month period following the Date of Termination or if Executive violates any of the Restrictive Covenants (as defined in § 12) and fails to remedy such violation to the satisfaction of the Board within ten (10) days of notice of such violation; and

(iv) Executive will have the right to elect continuation of health care coverage under the Company's group health plan in accordance with "COBRA," and the Company shall pay (and report as taxable income to Executive) all premiums for such COBRA coverage for Executive and his/her covered dependents for the twelve (12) month period immediately following the Date of Termination, *provided, however*, that the obligation of the Company to pay the cost for such COBRA coverage shall terminate upon Executive's obtaining other employment if health care coverage is provided by the new employer; and

(v) the Company will pay Executive a pro-rated annual bonus for the fiscal-year in which the Date of Termination occurs equal to (i) the amount Executive would have earned, if any, under § 5(b)(i) for the year of termination based on actual financial performance for such fiscal year, times (ii) a fraction, the numerator of which is the number of full months in the fiscal year preceding the Date of Termination and the denominator of which is 12; provided that such bonus shall be paid only if the pre-established performance targets are in fact certified by the Committee to have been met, and such bonus shall be paid in a single lump sum cash payment no later than 2½ months after the end of the fiscal year in which the bonus is earned; and

(vi) all grants of restricted Company Common Stock or units which represent shares of Company Common Stock ("Restricted Stock") held by Executive as of the Date of Termination will become immediately vested as of the Date of Termination; and

(vii) all of Executive's options to acquire Company Common Stock or appreciation rights with respect to shares of Company Common Stock ("Options") that would have become vested (by lapse of time) within the 24-month period immediately following the Date of Termination had Executive remained employed during such period will become immediately vested as of the Date of Termination; and

(viii) all of Executive's vested but unexercised Options as of the Date of Termination (including those with accelerated vesting pursuant to § 8(a)(vii)) shall remain exercisable through the earlier of (A) the original expiration date of the Option, (B) the 90th day following the Date of Termination, or (C) the date that is the 10th anniversary of the original date of grant of the Option; and

(ix) as for any outstanding grant of performance-based restricted stock units which represent a right to receive Company Common Stock contingent on the satisfaction of the related performance requirements and for which the Date of Termination falls during a Performance Cycle (as defined in the applicable award agreement), the Committee shall certify the results and shall deliver to Executive 50% of the number of whole number of the shares of Company Common Stock, if any, that vested based on the actual satisfaction of such performance requirements no later than 2½ months after the last day of the period in which such Performance Cycle ends; and,

(x) to the extent not theretofore paid or provided, the Company will timely pay or provide, pursuant to the timing rules of the controlling terms of any plan, program, policy, practice, contract or agreement of the Company, any other amounts or benefits, including but not limited to, previously earned but unpaid annual incentive awards, previously earned but unpaid long-term incentive awards, and properly documented and approved but unpaid business expenses, required to be paid or provided or which Executive is eligible to receive under any such plan, program, policy or practice or contract or agreement of the Company (such other amounts and benefits shall be hereinafter referred to as the "Other Benefits");

For purposes of § 8(a)(iii) only, "Competitor" means any of the following companies and all their parents, subsidiaries, or affiliates who engage in Competitive Services (as defined in § 12(b)) and all of the successors in interest to any of the foregoing: TSYS Acquiring Solutions, Chase Paymentech Solutions, First Data Corporation, Total System Services, Inc., Vantiv, Wells Fargo Merchant Services, Heartland Payment Systems, First National Merchant Solutions, RBS Lynk, TransFirst Holdings, iPayment, BA Merchant Services, NPC, Elavon Merchant Services and Moneris Solutions.

(b) After or in Connection with a Change in Control: Resignation by Executive for Good Reason; Termination by the Company Other Than for Cause or Disability If there occurs a Change in Control and the Company shall terminate Executive's employment other than for Cause or Disability before the second anniversary of such Change in Control or Executive shall resign for Good Reason before the second anniversary of such Change in Control, then (and with respect to the payments and benefits described in clauses (ii) through (x) of this § 8(b), only if Executive executes (and does not revoke) the Release within sixty (60) days of the Date of Termination):

(i) the Company (or its successor) shall pay to Executive the Accrued Obligations in a lump sum in cash within thirty (30) days after the Date of Termination; and

(ii) the Company (or its successor) will pay Executive two (2) times the amount of Base Salary (as in effect on the Date of Termination or, if Executive terminates employment pursuant to § 7(e)(iv) as in effect immediately prior to such reduction in Base Salary), provided however, that the Company (or its successor) shall have no obligation to make any payment under this § 8(b)(ii) if Executive has violated any of the Restrictive Covenants (as defined in § 12) and failed to remedy such violation to the satisfaction of the Board within ten (10) days of notice of such violation. If the Change in Control is a § 409A Change in Control, the two (2) times Base Salary amount payable under this § 8(b)(ii) will be paid in a single lump sum on the Applicable Pay Date. However, if the Change in Control is not a § 409A Change in Control, the two (2) times Base Salary amount payable under this § 8(b)(ii) will be paid in three (3) parts--

(A) the first part will be paid in the amount and at the time and in the form called for in § 8(a)(ii),

(B) the second part will be paid in the amount and at the time and in the form called for in § 8(a)(iii), and

(C) the balance will be paid in a single lump sum on the date that is nine (9) months and one (1) day after the date of Executive's Separation from Service which is related to such termination of employment; and

(iii) as additional severance (and not in lieu of any bonus for the fiscal year in which the Date of Termination occurs), the Company (or its successor) will pay Executive a lump sum equal to two (2) times the amount of Executive's target Bonus Opportunity (as in effect on the Date of Termination or, if Executive terminates employment pursuant to § 7(e)(iv) as in effect immediately prior to such reduction in Bonus Opportunity) on the date that is nine (9) months and one (1) day after the date of Executive's Separation from Service which is related to such termination of employment; provided however, that the Company shall have no obligation to make any payment under this § 8(b)(iii) if Executive has violated any of the Restrictive Covenants (as defined in § 12) and failed to remedy such violation to the satisfaction of the Board within ten (10) days of notice of such violation; and

(iv) Executive will have the right to elect continuation of health care coverage under the Company's group health plan in accordance with "COBRA," and the Company shall pay (and report as taxable income to Executive) all premiums for such COBRA coverage for Executive and his/her covered dependents for the eighteen (18) month period immediately following the Date of Termination, *provided, however*, that the obligation of the Company to pay the cost for such COBRA coverage shall terminate upon Executive's obtaining other employment if such health care coverage is provided by the new employer; and

(v) Executive will be entitled to a pro-rated bonus under § 5(b)(i) for the fiscal year in which the Date of Termination occurs, the amount and timing of which shall depend upon when the Date of Termination occurs, as follows:

(1) if the Date of Termination occurs before the end of the fiscal year in which the Change in Control occurred, the pro-rated bonus will equal (a) 100% of Executive's then current target Bonus Opportunity, times (ii) a fraction, the numerator of which is the number of full months in the fiscal year preceding the Date of Termination and the denominator of which is 12, and such pro-rated bonus shall be paid no later than 2½ months after the end of the Company's fiscal year which includes Executive's Date of Termination; or

(2) if the Date of Termination occurs during a fiscal year that began after the Change in Control occurred, the pro-rated bonus (based on the number of full months in the fiscal year preceding the Date of Termination as described in § 8(b)(v)(1)) will be based on actual performance results as certified by the Committee at the end of the fiscal year and will be paid to Executive no later than 2½ months after the end of the Company's fiscal year which includes Executive's Date of Termination; and

(vi) all grants of Restricted Stock held by Executive as of the Date of Termination will become immediately vested as of the Date of Termination; and

(vii) all of Executive's Options held by Executive as of the Date of Termination will become immediately vested and exercisable as of the Date of Termination; and

(viii) all of Executive's vested but unexercised Options as of the Date of Termination (including those with accelerated vesting pursuant to § 8(b)(vii)) will remain exercisable through the earlier of (A) the original expiration date of the Option, or (B) the 90th day following the Date of Termination, or (C) the date that is the 10th anniversary of the original date of grant of the Option; and

(ix) as for any outstanding grant of performance-based restricted stock units for which the Date of Termination falls during a Performance Cycle (as defined in the applicable award agreement), the Company will transfer to Executive fully vested shares of Company Common Stock, the number and timing of which shall depend upon when the Date of Termination occurs, as follows:

(1) if the Date of Termination occurs before the end of the Performance Cycle in which the Change in Control occurred, Executive will be entitled at the Date of Termination to receive shares of fully vested Company Common Stock equal to the number of shares that would have been awarded assuming the performance goals had been reached at target levels, which shares will be delivered to Executive no later than 2½ months after the end of the Performance Cycle which includes the Date of Termination; or

(2) if the Date of Termination occurs after the end of the Performance Cycle in which the Change in Control occurred, but prior to the transfer of Restricted Stock to Executive with respect to such Performance Cycle, Executive will be entitled at the Date of Termination to receive shares of fully vested Company Common Stock equal to the higher of (A) the number of shares that would have been awarded assuming the performance goals had been reached at target levels, or (B) the number of shares that would have been awarded based on actual performance against the performance goal as certified by the Committee, which shares will be delivered to Executive no later than 2½ months after the end of the Performance Cycle which included the Date of Termination; or

(3) if the Date of Termination occurs during a Performance Cycle that began after the Change in Control occurred, Executive will be entitled to receive shares of fully vested Company Common Stock equal to the number of shares that would have been awarded based on the actual results as certified by the Committee at the end of the Performance Cycle, which shares shall be delivered to Executive no later than 2 ½ months after the end of such Performance Cycle; and

(x) to the extent not theretofore paid or provided, the Company will timely pay or provide to Executive his/her Other Benefits pursuant to the timing rules of the controlling terms of any plan, program, policy, practice, contract or agreement of the Company.

(c) In Anticipation of a Change in Control: Termination by the Company Other Than for Cause or Disability or Resignation by Executive for Good Reason If Executive's employment is terminated by the Company other than for Cause (as defined in § 7(d)) or Disability (as defined in § 7(a)) or Executive resigns for Good Reason (as defined in § 7(e)) after the issuance of press release or a filing is made with the Securities and Exchange Commission regarding a transaction which could lead to a Change in Control and there is a Change in Control as a result of the consummation of such transaction no later than nine (9) months and one (1) day after the date of Executive's Separation from Service which is related to such termination of employment, then

(A) Executive will continue to be eligible to receive his/her benefits under § 8(a) in the amount and form and at the time provided in § 8(a), but

(B) Executive will in addition receive the benefits described in § 8(b), if greater, as if his/her employment had been terminated without Cause (as defined in § 7(d)) or he/she had resigned for

Good Reason (as defined in § 7(e)) at the consummation of such Change in Control, provided Executive immediately following the Change in Control shall have timely executed and not revoked the Release described in § 8(b), and, further provided

(1) there will under no circumstances be any duplication whatsoever of any payments or benefits between this § 8(c)(B) and § 8(c)(A),

(2) the additional severance benefits provided under § 8(b)(ii)(C) and the severance benefits provided under § 8(b)(iii) will both be paid in a single lump sum on the date that is nine (9) months and one (1) day after the date of Executive's Separation from Service which is related to such termination of employment,

(3) if the Change in Control occurs before the date the pro-rated annual bonus provided under § 8(a)(v) is scheduled to be paid, then Executive will be entitled to the greater of either the pro-rated annual bonus determined and paid under § 8(a)(v) or the pro-rated bonus determined under § 8(b)(v)(1) but paid in the form and at the time called for under § 8(a)(v),

(4) any outstanding Options which failed to vest under § 8(a)(vii) will vest under § 8(b)(vii) at the Change in Control, and the date of the Change of Control will be treated under § 8(b)(viii) as Executive's Date of Termination,

(5) if the Change in Control occurs before the date that shares of Company Common Stock relating to any outstanding grant of performance-based restricted stock units under § 8(a)(ix) are scheduled to be delivered, Executive will be entitled to either the greater of the number of shares of Company Common Stock to be delivered under § 8(a)(ix) or the number to be delivered under § 8(b)(ix), which will be delivered in the form and at the time such shares of Company Common Stock are otherwise scheduled to be delivered under § 8(a)(v),

(6) any amount payable under this § 8(c) that is deferred compensation under § 409A of the Code and that cannot be paid by the latest date on which such amount could be paid without triggering taxation under § 409A of the Code shall be forfeited, and

(7) the Company's obligation to make any payments under this § 8(c) shall cease if Executive violates any of the Restrictive Covenants (as defined in § 12) and fails to remedy such violation within ten (10) business days of notice detailing such violation to the reasonable satisfaction of the Board.

(d) Death, Disability or Retirement Upon the Date of Termination due to Executive's death, Disability (as defined in § 7(a)), or Retirement (as defined in § 7(a)), (i) all grants of Restricted Stock held by Executive as of the Date of Termination will become immediately vested as of the Date of Termination; (ii) all Options held by Executive as of the Date of Termination will become immediately vested and exercisable as of the Date of Termination, (iii) in the case of termination on account of Retirement, the number of performance-based restricted stock units earned shall be determined at the end of the Performance Cycle (as defined in the applicable award agreement) based on the actual performance as of the end of the Performance Cycle as certified by the Committee and, upon such certification (and in no event later than 2 ½ months after the end of the Performance Cycle), the Company shall deliver to Executive or Executive's beneficiary, as applicable, shares of fully vested Company Common Stock in an amount equal to the number of shares that would have been awarded based on the actual results; and (iv) in the case of termination on account of death or Disability only, all performance-based restricted stock units held by Executive as of the Date of Termination will vest at the target level and the Company shall deliver to Executive

or Executive's beneficiary, as applicable, within sixty (60) days after the Date of Termination, fully vested Company Common Stock equal to the number of shares that would have been awarded assuming the performance goals had been reached at target levels. All of Executive's vested but unexercised Options as of the Date of Termination (including those with accelerated vesting pursuant to the foregoing sentence) shall remain exercisable through the earliest of (A) the original expiration date of the Option, (B) the 90th day following the Date of Termination or such longer period as specified in the plan document governing the applicable award, or (C) the date that is the 10th anniversary of the original date of grant of the Option. For the period of months required by COBRA after the Date of Termination due to Executive's death, Disability (as defined in § 7(a)), or Retirement (as defined in § 7(a)), Executive or his/her dependents shall have the right to elect continuation of healthcare coverage under the Company's group plan (if allowed by the plan) in accordance with "COBRA" provided Executive or his/her dependents shall pay the entire cost of such coverage. Except as set forth in this § 8(d) and regardless of whether or not a Change in Control shall have occurred, if Executive's employment is terminated by reason of Executive's death, Disability or Retirement, this Agreement shall terminate without further obligations to Executive or his/her estate or legal representatives under this Agreement, other than for payment of Accrued Obligations and the timely payment or provision of Other Benefits as provided in § 8(a)(x). Accrued Obligations shall be paid to Executive's estate or beneficiary, as applicable, in a lump sum in cash within thirty (30) days after the Date of Termination. With respect to the provision of Other Benefits, the term Other Benefits as used in this § 8(d) shall include, without limitation, and Executive or his/her estate and/or beneficiaries shall be entitled to receive, benefits under such plans, programs, practices and policies relating to death, disability or retirement benefits, if any, as are applicable to Executive on the Date of Termination.

(e) Cause or Voluntary Termination without Good Reason Regardless of whether or not a Change in Control shall have occurred, if Executive's employment shall be terminated for Cause, or if Executive voluntarily resigns without Good Reason, the Company's obligations under this Agreement to Executive shall terminate, other than for payment of Accrued Obligations and the timely payment or provision of Other Benefits. Accrued Obligations shall be paid to Executive in a lump sum in cash within thirty (30) days after the Date of Termination. For the period required by COBRA after the Date of Termination for Cause or for the voluntary termination by Executive, Executive shall have the right to elect continuation of healthcare coverage under the Company's group plan in accordance with "COBRA" provided Executive shall pay the entire cost of such coverage.

§ 9. Non-exclusivity of Rights Nothing in this Agreement shall prevent or limit Executive's continuing or future participation in any plan, program, policy or practice provided by the Company and for which Executive may qualify, nor, subject to § 16(d), shall anything herein limit or otherwise affect such rights as Executive may have under any contract or agreement with the Company. Amounts which are vested benefits or which Executive is otherwise entitled to receive under any plan, policy, practice or program of or any contract or agreement with the Company at or subsequent to the Date of Termination shall be payable in accordance with such plan, policy, practice or program or contract or agreement except as explicitly modified by this Agreement.

§ 10. Costs of Enforcement In no event shall Executive be obligated to seek other employment by way of mitigation of the amounts payable to Executive under any of the provisions of this Agreement and such amounts shall not be reduced whether or not Executive obtains other employment. In any action taken in good faith relating to the enforcement of this Agreement or any provision herein, including any arbitration provision in § 13, Executive shall be entitled to be paid any and all costs and expenses incurred by him/her in enforcing or establishing his/her rights thereunder, including, without limitation, reasonable attorneys' fees, and whether or not incurred in trial, bankruptcy or appellate proceedings, but only if Executive is successful on at least one material issue raised in the enforcement proceeding. Any costs or expenses that

otherwise meet the requirements for reimbursement under this § 10 shall be reimbursed within 120 days of submission by Executive for a request for reimbursement, but in no event later than the last day of Executive's taxable year following the taxable year in which Executive becomes entitled to such reimbursement by reason of being successful on at least one material issue (provided a request for reimbursement has been made).

§ 11. Representations and Warranties Executive hereby represents and warrants to the Company that Executive is not a party to, or otherwise subject to, any covenant not to compete with any person or entity, and Executive's execution of this Agreement and performance of his/her obligations hereunder will not violate the terms or conditions of any contract or obligation, written or oral, between Executive and any other person or entity.

§ 12. Restrictions on Conduct of Executive

(a) General Executive and the Company understand and agree that the purpose of the provisions of this § 12 is to protect legitimate business interests of the Company, as more fully described below, and is not intended to eliminate Executive's post-employment competition with the Company per se, nor is it intended to impair or infringe upon Executive's right to work, earn a living, or acquire and possess property from the fruits of his/her labor. Executive hereby acknowledges that the post-employment restrictions set forth in this § 12 are reasonable and that they do not, and will not, unduly impair his/her ability to earn a living after the termination of this Agreement. Therefore, subject to the limitations of reasonableness imposed by law, Executive shall be subject to the restrictions set forth in this § 12. For the purposes of this § 12, "Company" shall be deemed to include Company and all its parents, affiliates, subsidiaries and successors.

(b) Definitions The following terms used in this § 12 shall have the meanings assigned to them below, which definitions shall apply to both the singular and the plural forms of such terms:

"Competitive Position" means any employment with a Competitor in which Executive has duties for such Competitor that relate to Competitive Services and that are the same or similar to those services actually performed by Executive for the Company.

"Competitive Services" means services competitive with the business activities engaged in by the Company as of the Determination Date, which include, but are not limited to, the provision of products and services to facilitate or assist with the movement in electronic commerce of payment and financial information, merchant processing, merchant acquiring, credit and debit transaction processing, check guarantee and verification, electronic authorization and capture, terminal management services, purchase card services, financial electronic data interchange, cash management services, and wire transfer services.

"Competitor" means any individual, corporation, partnership, joint venture, limited liability company, association, or other entity or enterprise which is engaged, wholly or in part, in Competitive Services, including but not limited to the following companies, all of whom engage in Competitive Services (and all of their parents, subsidiaries, or affiliates who engage in Competitive Services) and all of the successors in interest to any of the foregoing: TSYS Acquiring Solutions, Chase Paymentech Solutions, First Data Corporation, Total System Services, Inc., Vantiv, Wells Fargo Merchant Services, Heartland Payment Systems, First National Merchant Solutions, RBS Lynk, TransFirst Holdings, iPayment, BA Merchant Services, NPC, Elavon Merchant Services and Moneris Solutions.

“Confidential Information” means all information regarding the Company, its activities, business or clients that is the subject of reasonable efforts by the Company to maintain its confidentiality and that is not generally disclosed by practice or authority to persons not employed by the Company, but that does not rise to the level of a Trade Secret. “Confidential Information” shall include, but is not limited to, financial plans and data concerning the Company; management planning information; business plans; operational methods; market studies; marketing plans or strategies; product development techniques or plans; lists of current or prospective customers; details of customer contracts; current and anticipated customer requirements; past, current and planned research and development; business acquisition plans; and new personnel acquisition plans. “Confidential Information” shall not include information that has become generally available to the public by the act of one who has the right to disclose such information without violating any right or privilege of the Company. This definition shall not limit any definition of “confidential information” or any equivalent term under state or federal law.

“Determination Date” means the date of termination of Executive’s employment with the Company for any reason whatsoever or any earlier date of an alleged breach of the Restrictive Covenants by Executive.

“Person” means any individual or any corporation, partnership, joint venture, limited liability company, association or other entity or enterprise.

“Principal or Representative” means a principal, owner, partner, shareholder, joint venturer, investor, member, trustee, director, officer, manager, employee, agent, representative or consultant.

“Protected Customers” means any Person to whom the Company has sold or provided its products or services, or actively solicited to sell or provide its products or services, during the twelve (12) months prior to the Determination Date.

“Protected Employees” means employees of the Company who were employed by the Company at any time within six (6) months prior to the Determination Date.

“Restricted Period” means the Employment Period and a period extending two (2) years from the termination of Executive’s employment with the Company.

“Restricted Territory” means the area in which the Company conducts business, which includes the entire United States.

“Restrictive Covenants” means the restrictive covenants contained in § 12(c) hereof.

“Trade Secret” means all information, without regard to form, including, but not limited to, technical or non-technical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, distribution lists or a list of actual or potential customers, advertisers or suppliers which is not commonly known by or available to the public and which information: (A) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (B) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Without limiting the foregoing, Trade Secret means any item of Confidential Information that constitutes a “trade secret(s)” under the common law or applicable state law.

(c) Restrictive Covenants

(i) Restriction on Disclosure and Use of Confidential Information and Trade Secrets. Executive understands and agrees that the Confidential Information and Trade Secrets constitute valuable assets of the Company and its affiliated entities, and may not be converted to Executive's own use. Accordingly, Executive hereby agrees that Executive shall not, directly or indirectly, at any time during the Employment Period or at any time following the end of the Employment Period for any reason reveal, divulge, or disclose to any Person not expressly authorized to receive such information by the Company any Confidential Information or Trade Secrets that have not at the time ceased to be Confidential Information or Trade Secrets, and Executive shall not, directly or indirectly, at any time during the Employment Period or at any time following the end of the Employment Period for any reason use or make use of any Confidential Information or Trade Secrets that have not at the time ceased to be Confidential Information or Trade Secrets other than on behalf of, and for the benefit of, the Company. The parties acknowledge and agree that this Agreement is not intended to, and does not reduce or limit either the Company's rights or Executive's obligations under any state or federal statutory or common law regarding trade secrets and unfair trade practices.

Anything herein to the contrary notwithstanding, Executive shall not be restricted from disclosing or using Confidential Information that is required to be disclosed by law, court order or other legal process; provided, however, that in the event disclosure is required by law, Executive shall provide the Company with prompt notice of such requirement so that the Company may seek an appropriate protective order prior to any such required disclosure by Executive.

(ii) Non-solicitation of Protected Employees. Executive understands and agrees that the relationship between the Company and each of its Protected Employees constitutes a valuable asset of the Company and may not be converted to Executive's own use. Accordingly, Executive hereby agrees that during the Restricted Period Executive shall not directly or indirectly on Executive's own behalf or as a Principal or Representative of any Person or otherwise solicit or induce any Protected Employee with whom Executive worked or otherwise had material contact through his/her employment with the Company to terminate his/her employment relationship with the Company or to enter into employment with any other Person.

(iii) Restriction on Relationships with Protected Customers. Executive understands and agrees that the relationship between the Company and each of its Protected Customers constitutes a valuable asset of the Company and may not be converted to Executive's own use. Accordingly, Executive hereby agrees that, during the Restricted Period, Executive shall not, without the prior written consent of the Company, directly or indirectly, on Executive's own behalf or as a Principal or Representative of any Person, solicit, divert, take away or attempt to solicit, divert or take away a Protected Customer for the purpose of providing or selling Competitive Services; provided, however, that the prohibition of this covenant shall apply only to Protected Customers with whom Executive had Material Contact on the Company's behalf during the twelve (12) months immediately preceding the termination of his/her employment hereunder. For purposes of this Agreement, Executive shall be deemed to have "Material Contact" with a Protected Customer if (a) he/she had business dealings with the Protected Customer on the Company's behalf, or (b) he/she was responsible for supervising or coordinate the dealings between the Company and the Protected Customer.

(iv) Non-competition with the Company. Executive acknowledges: (A) that Executive's services under this Agreement require special expertise and talent in the provision of Competitive Services and that Executive will have substantial contacts with customers, suppliers, advertisers and vendors

of the Company throughout the geographic area in which the Company conducts business; (B) that pursuant to this Agreement, Executive will be placed in a position of trust and responsibility and he/she will have access to a substantial amount of Confidential Information and Trade Secrets relating to all aspects of the Company's business and that the Company is placing him/her in such position and giving him/her access to such information in reliance upon his/her agreement not to compete with the Company during the Restricted Period; (C) that due to his/her management duties, Executive will be the repository of a substantial portion of the goodwill of the Company, will be involved with all aspects of the Company's business throughout the geographic area in which the Company does business, and would have an unfair advantage in competing with the Company; (D) that due to Executive's special experience and talent, the loss of Executive's services to the Company under this Agreement cannot reasonably or adequately be compensated solely by damages in an action at law; (E) that Executive is capable of competing with the Company; and (F) that Executive is capable of obtaining gainful, lucrative and desirable employment that does not violate the restrictions contained in this Agreement. In consideration of the compensation and benefits being paid and to be paid by the Company to Executive hereunder, Executive hereby agrees that, during the Restricted Period, Executive will not, without prior written consent of the Company, directly or indirectly seek or obtain a Competitive Position, or otherwise engage, on Executive's own behalf or on behalf of another, in Competitive Services, in the Restricted Territory; provided, however, that (1) the provisions of this Agreement shall not be deemed to prohibit the ownership by Executive of any securities of the Company or its affiliated entities or not more than five percent (5%) of any class of securities of any corporation having a class of securities registered pursuant to the Exchange Act; (2) for purposes of this § 12(c)(iv) only, the Restricted Period shall be reduced to eighteen (18) months if Executive's employment is terminated by Company or Executive pursuant to § 8(a) (Prior to a Change in Control: Resignation by Executive for Good Reason; Termination by the Company Other Than for Cause or Disability); and (3) this § 12(c)(iv) shall lapse and terminate at the end of the Employment Period if the Company gives notice to Executive pursuant to § 3 that this Agreement will not be extended.

(d) Enforcement of Restrictive Covenants

(i) Rights and Remedies Upon Breach. In the event Executive breaches, or threatens to commit a breach of, any of the provisions of the Restrictive Covenants, the Company shall have the following rights and remedies, which shall be independent of any others and severally enforceable, and shall be in addition to, and not in lieu of, any other rights and remedies available to the Company at law or in equity:

(A) the right and remedy to enjoin, preliminarily and permanently, Executive from violating or threatening to violate the Restrictive Covenants and to have the Restrictive Covenants specifically enforced by any court of competent jurisdiction, it being agreed that any breach or threatened breach of the Restrictive Covenants would cause irreparable injury to the Company and that money damages would not provide an adequate remedy to the Company; and

(B) the right and remedy to require Executive to account for and pay over to the Company all compensation, profits, monies, accruals, increments or other benefits derived or received by Executive as the result of any transactions constituting a breach of the Restrictive Covenants.

(ii) Severability of Covenants. Executive acknowledges and agrees that the Restrictive Covenants are reasonable and valid in time and scope and in all other respects. The covenants set forth in this Agreement shall be considered and construed as separate and independent covenants. Should any part or provision of any covenant be held invalid, void or unenforceable in any court of competent jurisdiction, such invalidity, voidness or unenforceability shall not render invalid, void or unenforceable any other part or provision of this Agreement. If any portion of the foregoing provisions is found to be invalid or unenforceable by a court of competent jurisdiction because its duration, the territory, the definition of

activities or the definition of information covered is considered to be invalid or unreasonable in scope, the invalid or unreasonable term shall be redefined, or a new enforceable term provided, such that the intent of the Company and Executive in agreeing to the provisions of this Agreement will not be impaired and the provision in question shall be enforceable to the fullest extent of the applicable laws. This § 12 shall survive the expiration or termination of this Agreement, provided, however, that the non-competition covenants set forth in § 12(c)(iv) shall not survive and shall terminate at the end of the Employment Period if the Company gives notice to the Executive pursuant to § 3 that this Agreement will not be extended.

§ 13. Arbitration Any claim or dispute arising under this Agreement (other than under § 12) shall be subject to arbitration, and prior to commencing any court action, the parties agree that they shall arbitrate all such controversies. The arbitration shall be conducted in Atlanta, Georgia, in accordance with the Employment Dispute Rules of the American Arbitration Association and the Federal Arbitration Act, 9 U.S.C. §1, *et. seq.* The arbitrator(s) shall be authorized to award both liquidated and actual damages, in addition to injunctive relief, but no punitive damages. The arbitrator(s) shall also award attorney's fees and costs, without regard to any restriction on the amount of such award under Georgia or other applicable law. Such an award shall be binding and conclusive upon the parties hereto, subject to 9 U.S.C. §10. Each party shall have the right to have the award made the judgment of a court of competent jurisdiction.

Initials of parties as to this § 13:

Company: JSS
Executive: GTB

§ 14. Rabbi Trust In order to ensure the payment of the severance benefit provided for in § 8(b)(ii) and (iii) of this Agreement, immediately following the commencement of any action by a third party with the aim of effecting a Change in Control, or the publicly-announced threat by a third party to commence any such action, the Company shall fully fund through the Global Payments Inc. Benefit Security Trust, or similar "rabbi trust" the amount of the severance payment that would have been paid to Executive under § 8(b)(ii) and (iii) if the Date of Termination had occurred on the date of commencement, or publicly-announced threat of commencement, of such action by the third party; *provided, however*, that the trust shall not be funded if the funding thereof would result in taxable income to Executive by reason of § 409A(b) of the Code; *and provided, further*, in no event shall any trust assets at any time be located or transferred outside of the United States, within the meaning of § 409A(b) of the Code. Amounts shall be paid to Executive from such trust as provided under this Agreement and the trust. The right of Executive to receive payments under this Agreement shall be an unsecured claim against the general assets of the Company and Executive shall have no rights in or against any specific assets of the Company. For greater certainty, the foregoing trust shall be a revocable trust in the event the potential Change in Control which precipitated the funding of such trust is not consummated. Finally, nothing in this § 14 shall relieve the Company of any liabilities under this Agreement to the extent such liabilities are not satisfied by a trust described in this § 14.

§ 15. Assignment and Successors

(a) This Agreement is personal to Executive and without the prior written consent of the Company shall not be assignable by Executive otherwise than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by Executive's legal representatives.

(b) This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns.

(c) The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company

to assume expressly and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. As used in this Agreement, "Company" shall mean the Company as hereinbefore defined and any successor to its business and/or assets as aforesaid which assumes and agrees to perform this Agreement by operation of law or otherwise.

§ 16. Miscellaneous

(a) Waiver Failure of either party to insist, in one or more instances, on performance by the other in strict accordance with the terms and conditions of this Agreement shall not be deemed a waiver or relinquishment of any right granted in this Agreement or of the future performance of any such term or condition or of any other term or condition of this Agreement, unless such waiver is contained in a writing signed by the party making the waiver.

(b) Severability If any provision or covenant, or any part thereof, of this Agreement should be held by any court to be invalid, illegal or unenforceable, either in whole or in part, such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of the remaining provisions or covenants, or any part thereof, of this Agreement, all of which shall remain in full force and effect.

(c) Other Agents Nothing in this Agreement is to be interpreted as limiting the Company from employing other personnel on such terms and conditions as may be satisfactory to it.

(d) Entire Agreement This Agreement contains the entire agreement between the Company and Executive with respect to the subject matter hereof and, from and after the Effective Date, this Agreement shall supersede any other agreement (oral or written) between the Company and Executive with respect to the subject matter hereof, including, without limitation, any Change in Control, Non-Competition and Non-Solicitation Agreement previously signed by Executive.

(e) Governing Law Except to the extent preempted by federal law, and without regard to conflict of laws principles, the laws of the State of Georgia shall govern this Agreement in all respects, whether as to its validity, construction, capacity, performance or otherwise.

(f) Notices All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered or three (3) days after mailing if mailed, first class, certified mail, postage prepaid:

To Company: Global Payments Inc.
10 Glenlake Parkway NE - North Tower
Atlanta, Georgia 30328-3473
Office of the Corporate Secretary

To Executive: G. Thomas Balas, Jr.
2300 Loring Oak Place NW
Marietta, Georgia 30064

Any party may change the address to which notices, requests, demands and other communications shall be delivered or mailed by giving notice thereof to the other party in the same manner provided herein.

(g) Indemnification The Company shall indemnify Executive to the maximum extent permitted under the Company's bylaws. Subject to reasonable availability of such insurance coverage and subject to applicable laws and regulations, a directors' and officers' liability insurance policy (or policies) shall be maintained, during the Employment Period and for six (6) years thereafter, providing coverage that is no less favorable to Executive than the coverage provided to any other present officer or director of the Company and, following a Change in Control, the coverage shall be no less favorable to Executive than the coverage provided as of the date of the Change in Control.

(h) Amendments and Modifications This Agreement may be amended or modified only by a writing signed by the Company and Executive, which makes specific reference to this Agreement.

(i) § 409A

(i) The Company and Executive intend no payments to be made and no benefits to be provided under this Agreement will be subject to taxation under § 409A of the Code and that the terms of this Agreement will be interpreted in good faith in a manner which is intended to minimize the risk that Executive will be subject to tax under § 409A of the Code with respect to any such payments or benefits, and the Company and Executive agree to cooperate fully and in good faith with one another to seek to minimize such risk.

(ii) Items eligible for expense reimbursement under the terms of this Agreement shall be reimbursed in a manner intended to qualify for an exemption under § 409A of the Code, which shall include implementing the following limitations with respect to reimbursements: (1) the amount of such expenses eligible for reimbursement in any calendar year shall not affect the expenses eligible for reimbursement in another calendar year, (2) no such reimbursement may be exchanged or liquidated for another payment or benefit, (3) any reimbursements of such expenses shall be made as soon as practicable under the circumstances but in any event no later than the end of the calendar year following the calendar in which the related expenses were incurred, and (4) the Company's obligation to make reimbursements or to provide in-kind benefits that constitute deferred compensation under § 409A of the Code shall not extend beyond Executive's lifetime or, if later, the end of the twenty (20) year period which starts on the Effective Date.

(iii) The Company and Executive intend that each installment of payments and benefits provided under this Agreement shall be treated as a separate identified payment for purposes of § 409A of the Code and that neither the Company nor Executive shall have the right to accelerate or defer the delivery of any such payments or benefits if a determination is made in good faith that any such acceleration or deferral would present a risk that Executive would be subject to any tax under § 409A of the Code; provided, however, if the Applicable Pay Date is the Delayed Pay Date and Executive dies before such Delayed Pay Date, then any payments or benefits due on the Delayed Pay Date will be made before the end of the thirty (30) day period which starts on Executive's date of death or on the Delayed Pay Date, whichever comes first.

(iv) Executive acknowledges and agrees that nothing in this Agreement shall be construed as a guarantee or indemnity by the Company for the tax consequences to the payments and benefits called for under this Agreement, including any tax consequences under § 409A of the Code, and Executive agrees that Executive shall be responsible for paying all taxes due with respect to such payments made and benefits provided to Executive.

(j) References All references to sections (§) in this Agreement shall be to sections (§) of this Agreement except as expressly set forth in this Agreement.

(k) Accounting Discrepancies Executive shall be subject to any policy adopted by the Company after the Effective Date which is applicable to senior executives of the Company generally and which requires restitution by such an executive with respect to any payment made or benefit provided to, or on behalf of, such an executive, the calculation of which is based in whole or in part on accounting discrepancies or erroneous financial information.

IN WITNESS WHEREOF, the Company and Executive hereto have duly executed and delivered this Employment Agreement as of the date first above written.

GLOBAL PAYMENTS INC.

By: /s/ Jeffrey S. Sloan

Name: Jeffrey S. Sloan

Title: Chief Executive Officer

EXECUTIVE:

/s/ G. Thomas Balas, Jr.

EXHIBIT A
Form of Release

This Release is granted effective as of the ____ day of ____, 20__, by _____ (“Executive”) in favor of Global Payments Inc. (the “Company”). This is the Release referred to that certain Employment Agreement effective as of _____ by and between the Company and Executive (the “Employment Agreement”). Executive gives this Release in consideration of the Company’s promises and covenants as recited in the Employment Agreement, with respect to which this Release is an integral part.

1. Release of the Company. Executive, for himself/herself, his/her successors, assigns, attorneys, and all those entitled to assert his/her rights, now and forever hereby releases and discharges the Company and its respective officers, directors, stockholders, trustees, employees, agents, parent corporations, subsidiaries, affiliates, estates, successors, assigns and attorneys (the “Released Parties”), from any and all claims, actions, causes of action, sums of money due, suits, debts, liens, covenants, contracts, obligations, costs, expenses, damages, judgments, agreements, promises, demands, claims for attorney’s fees and costs, or liabilities whatsoever, in law or in equity, which Executive ever had or now has against the Released Parties, including, without limitation, any claims arising by reason of or in any way connected with any employment relationship which existed between the Company or any of its parents, subsidiaries, affiliates, or predecessors, and Executive. It is understood and agreed that this Release is intended to cover all actions, causes of action, claims or demands for any damage, loss or injury, whether known or unknown, of any nature whatsoever, including those which may be traced either directly or indirectly to the aforesaid employment relationship, or the termination of that relationship, that Executive has, had or purports to have, from the beginning of time to the date of this Release, and including but not limited to claims for employment discrimination under federal or state law, except as provided in Paragraph 2; claims arising under the Age Discrimination in Employment Act, 29 U.S.C. § 621, et seq., Title VII of the Civil Rights Act, 42 U.S.C. § 2000(e), et seq. or the Americans With Disabilities Act, 42 U.S.C. § 12101 et seq.; claims for statutory or common law wrongful discharge, claims arising under the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.; claims for attorney’s fees, expenses and costs; claims for defamation; claims for emotional distress; claims for wages or vacation pay; claims for benefits, including any claims arising under the Executive Retirement Income Security Act, 29 U.S.C. § 1001, et seq.; and claims under any other applicable federal, state or local laws or legal concepts; provided, however, that nothing herein shall release the Company of (i) any indemnification obligations to Executive under the Company’s bylaws, certificate of incorporation, Delaware law or otherwise; (ii) obligations with respect to insurance coverage under any directors’ and officers’ liability insurance policies; (iii) any rights that Executive may have as a stockholder of the Company; or (iv) vested interests in any pension plan or other benefit or deferred compensation plan.

2. Release of Claims Under Age Discrimination in Employment Act. Without limiting the generality of the foregoing, Executive agrees that by executing this Release, he/she has released and waived any and all claims he/she has or may have as of the date of this Release for age discrimination under the Age Discrimination in Employment Act, 29 U.S.C. § 621, et seq. Executive acknowledges and agrees Executive has been, and hereby is, advised by Company to consult with an attorney prior to executing this Release. Executive further acknowledges and agrees that Company has offered Executive the opportunity, before executing this Release, to consider this Release for a period of twenty-one (21) calendar days; and that the consideration he/she receives for this Release is in addition to amounts to which he/she was already entitled.

It is further understood that this Release is not effective until seven (7) calendar days after the execution of this Release and that Executive may revoke this Release within seven (7) calendar days from the date of execution hereof.

3. Non-Admission. It is understood and agreed by Executive that the payment made to him/her is not to be construed as an admission of any liability whatsoever on the part of the Company or any of the other Released Parties, by whom liability is expressly denied.

4. Non-Disparagement. Executive agrees that he/she or she will not in any way disparage Company, its affiliated and related companies, or their current and former employees, officers, directors, agents and representatives, or make or solicit any comments, statements, or the like to the media or to others that may be considered to be derogatory or detrimental to the good name or business reputation of any of the aforementioned parties or entities. This paragraph shall not limit the rights of Executive to provide testimony pursuant to a valid subpoena or in a judicial or administrative proceeding in which Executive is required to testify or otherwise as required by law or legal process.

5. Acknowledgement and Revocation Period. Executive agrees that he/she has carefully read this Release and is signing it voluntarily. Executive acknowledges that he/she has had twenty one (21) days from receipt of this Release to review it prior to signing or that, if Executive is signing this Release prior to the expiration of such 21-day period, Executive is waiving his/her right to review the Release for such full 21-day period prior to signing it. Executive has the right to revoke this release within seven (7) days following the date of its execution by Executive. In order to revoke this Release, Executive must deliver notice of the revocation in writing to Company's General Counsel before the expiration of the seven (7) day period. However, if Executive revokes this Release within such seven (7) day period, no severance benefit will be payable to him/her under the Employment Agreement and he/she shall return to the Company any such payment received prior to that date.

6. No Revocation After Seven Days. Executive acknowledges and agrees that this Release may not be revoked at any time after the expiration of the seven (7) day revocation period and that he/she will not institute any suit, action, or proceeding, whether at law or equity, challenging the enforceability of this Release. Executive further acknowledges and agrees that, with the exception of an action to challenge the waiver of claims under the ADEA, Executive shall not ever attempt to challenge the terms of this Release, attempt to obtain an order declaring this Release to be null and void, or institute litigation against the Company or any other Releasee based upon a claim that is covered by the terms of the release contained herein, without first repaying all monies paid to him/her under § 8 of the Employment Agreement. Furthermore, with the exception of an action to challenge his/her waiver of claims under the ADEA, if Executive does not prevail in an action to challenge this Release, to obtain an order declaring this Release to be null and void, or in any action against the Company or any other Releasee based upon a claim that is covered by the release set forth herein, Executive shall pay to the Company and/or the appropriate Releasee all their costs and attorneys' fees incurred in their defense of Executive's action.

7. Governing Law and Severability. This Release and the rights and obligations of the parties hereto shall be governed and construed in accordance with the laws of the State of Georgia. If any provision hereof is unenforceable or is held to be unenforceable, such provision shall be fully severable, and this document and its terms shall be construed and enforced as if such unenforceable provision had never comprised a part hereof, the remaining provisions hereof shall remain in full force and effect, and the court or tribunal construing the provisions shall add as a part hereof a provision as similar in terms and effect to such unenforceable provision as may be enforceable, in lieu of the unenforceable provision.

EXECUTIVE HAS CAREFULLY READ THIS RELEASE AND ACKNOWLEDGES THAT IT CONSTITUTES A GENERAL RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS AGAINST THE COMPANY UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT. EXECUTIVE ACKNOWLEDGES THAT HE/SHE HAS HAD A FULL OPPORTUNITY TO CONSULT WITH AN ATTORNEY OR OTHER ADVISOR OF HIS/HER CHOOSING CONCERNING HIS/HER EXECUTION OF THIS RELEASE AND THAT HE/SHE IS SIGNING THIS RELEASE VOLUNTARILY AND WITH THE FULL INTENT OF RELEASING THE COMPANY FROM ALL SUCH CLAIMS.

Date: _____

EMPLOYMENT AGREEMENT

BETWEEN

GUIDO F. SACCHI

AND

GLOBAL PAYMENTS INC.

Dated as of December 1, 2013

EMPLOYMENT AGREEMENT

CONTENTS

§ 1.	Effective Date	1
§ 2.	Employment	1
§ 3.	Employment Period	1
§ 4.	Extent of Service	2
§ 5.	Compensation and Benefits	2
	(a) Base Salary	2
	(b) Incentive and Savings Plans	2
	(c) Welfare Benefit Plans	3
	(d) Expenses	3
	(e) Additional Benefits	4
§ 6.	Change in Control	4
§ 7.	Termination of Employment	5
	(a) Death, Retirement or Disability	5
	(b) Termination by the Company Prior to a Change in Control	5
	(c) Resignation by Executive Prior to a Change in Control	6
	(d) Termination by the Company After a Change in Control	7
	(e) Resignation by Executive After a Change in Control	8
	(f) Notice of Termination	9
	(g) Date of Termination, "Separation from Service" and Applicable Pay Date	9
§ 8.	Obligations of the Company upon Termination	10
	(a) Prior to a Change in Control: Resignation by Executive for Good Reason; Termination by the Company Other Than for Cause or Disability	10
	(b) After or in Connection with a Change in Control: Resignation by Executive for Good Reason; Termination by the Company Other Than for Cause or Disability	12
	(c) In Anticipation of a Change in Control: Termination by the Company Other Than for Cause or Disability or Resignation by Executive for Good Reason	15
	(d) Death, Disability or Retirement	16
	(e) Cause or Voluntary Termination without Good Reason	17
§ 9.	Non-exclusivity of Rights	17
§ 10.	Costs of Enforcement	17
§ 11.	Representations and Warranties	17
§ 12.	Restrictions on Conduct of Executive	18
	(a) General	18
	(b) Definitions	18
	(c) Restrictive Covenants	20
	(d) Enforcement of Restrictive Covenants	21
§ 13.	Arbitration	22
§ 14.	Rabbi Trust	23
§ 15.	Assignment and Successors	23
§ 16.	Miscellaneous	23
	(a) Waiver	23
	(b) Severability	24

(c) Other Agents	24
(d) Entire Agreement	24
(e) Governing Law	24
(f) Notices	24
(g) Indemnification	24
(h) Amendments and Modifications	25
(i) § 409A	25
(j) References	26
(k) Accounting Discrepancies	26

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "Agreement") is made and entered into this 26th day of November, 2013 by and between Global Payments Inc., a Georgia corporation (the "Company"), and Guido F. Sacchi ("Executive").

BACKGROUND

Executive shall serve as the Executive Vice President and Chief Information Officer of the Company, or such other position as shall be assigned to him/her from time to time by the Company. Executive and the Company desire to memorialize the terms of such employment in this Agreement. In addition, the Compensation Committee of the Board of Directors of the Company (the "Committee") has determined that it is in the best interests of the Company and its stockholders to assure that the Company will have the continued dedication of Executive, notwithstanding the possibility, threat or occurrence of a Change in Control (as defined in § 6). As it is desired and anticipated that Executive will continue to be employed and provide services for the Company's successor for some period of time following a Change in Control, one purpose of this Agreement is to provide Executive with compensation and benefits arrangements which ensure that the compensation and benefits expectations of Executive will be satisfied and which are competitive with those of other corporations. Therefore, in order to accomplish these objectives, the Committee has caused the Company to enter into this Agreement. This Agreement supersedes any prior agreement or other communication (oral or written) regarding Executive's employment.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and Executive agree as follows:

§ 1. Effective Date This Agreement is effective as of December 1, 2013 (the "Effective Date").

§ 2. Employment Executive is hereby employed as the Executive Vice President and Chief Information Officer of the Company. In such capacity, Executive shall have the duties and responsibilities commensurate with such position as shall be assigned to him/her by the Chief Executive Officer of the Company (the "Chief Executive Officer").

§ 3. Employment Period Subject to § 7, Executive's initial Employment Period pursuant to this Agreement shall be the period which starts on the Effective Date and then continues without interruption for the (3) consecutive year period which ends on November 30, 2016; provided, Executive's Employment Period shall automatically be extended for one additional year on December 1, 2015 and on each subsequent anniversary of such date unless either the Company or Executive provides notice (in accordance with § 16(f)) before such anniversary date that there will be no such extension. Executive's initial Employment Period and any subsequent extension of the initial Employment Period shall be referred to collectively as Executive's "Employment Period". A failure to extend Executive's Employment Period shall not be treated for any reason whatsoever as a termination of Executive's employment under § 7 unless the Company provides notice that there will be no such extension following a Change in Control and Executive's Employment Period would as a result of such notice end before the second anniversary of the date of such Change in Control, in which case Executive shall have the right to resign effective at any time during the 90-day period which starts on the date of such notice, and the date his/her resignation is effective shall be treated as a termination for Good Reason pursuant to § 7(e) of this Agreement and Executive shall receive all benefits called for under § 8(b) of this Agreement.

§ 4. Extent of Service During the Employment Period, Executive shall render his/her services to the Company (or to any successor, including a successor following a Change in Control) in conformity with the Company's policies and procedures (including but not limited to its Employee Code of Conduct and Ethics) and professional standards, in a prudent and workmanlike manner and in a manner consistent with the obligations imposed on officers of corporations under applicable law. Executive shall promote the interests of the Company and its subsidiaries in carrying out Executive's duties and shall not deliberately take any action which could, or fail to take any action which failure could, reasonably be expected to have a material adverse effect upon the business of the Company or any of its subsidiaries or any of their respective affiliates. Executive agrees to devote his/her business time, attention, skill and efforts exclusively to the faithful performance of his/her duties hereunder (both before and after a Change in Control); provided, however, that it shall not be a violation of this Agreement for Executive to (i) devote reasonable periods of time to charitable and community activities and, with the approval of the Chief Executive Officer, industry or professional activities; (ii) manage or participate in personal business interests and investments, so long as such activities do not, in the judgment of the Chief Executive Officer, materially interfere with the performance of Executive's responsibilities under this Agreement and comply with all Company policies and codes and all of Executive's covenants and agreements; and/or (iii) subject to the approval of the Committee, serve as a director, trustee, or member of a committee of any organization involving no conflict of interest with the interests of the Company so long as such activities do not, in the judgment of the Chief Executive Officer, materially interfere with the performance of Executive's responsibilities under this Agreement and comply with all Company policies and codes and all of Executive's covenants and agreements.

§ 5. Compensation and Benefits

(a) Base Salary During the Employment Period, the Company will pay to Executive a base salary in the amount of U.S. \$350,200 per year ("Base Salary"), less normal withholdings, payable in equal bi-weekly or other installments as provided under the Company's standard payroll practices in effect for senior executives from time to time. Executive's Base Salary will be reviewed at least annually and, subject to approval of the Committee, the Company may increase Executive's Base Salary from time to time. The periodic review of Executive's salary by the Committee will consider, among other things, Executive's own performance and the Company's performance.

(b) Incentive and Savings Plans During the Employment Period, Executive shall be entitled to participate in all incentive, retirement and savings plans, practices, policies and programs applicable generally to employees of the Company at the senior executive level, excluding the Chief Executive Officer. Certain executive programs will be made available on a selective basis at the discretion of the Chief Executive Officer, the Board of Directors of the Company (the "Board") or the Committee. Without limiting the foregoing, the following shall apply:

(i) Annual Bonus. Executive will have an annual bonus opportunity for each fiscal year of the Company based on the achievement of financial and performance objectives set by the Committee ("Bonus Opportunity"). The annual Bonus Opportunity and specific performance and financial objectives will be set forth in Executive's individual performance and incentive plan for each fiscal year. Executive's annual Bonus Opportunity at target levels for any year shall not be less than 50% of his/her then current Base Salary for such year. Executive must be an active employee on the date the annual bonuses are paid on a Company wide basis in order to be eligible to receive any bonus payment (except as otherwise expressly provided in § 8) unless Executive's employment terminates following a failure to extend his/her Employment Period in accordance with § 3, his/her employment terminates at or after the end of the applicable fiscal year and he/she satisfies all or substantially all of the performance requirements for a bonus for such fiscal year, in which event he/she shall be eligible for a bonus as determined by the Committee, and such bonus, if any, shall be paid no later than 2½ months after the end of such fiscal year.

(ii) Equity Awards. Executive will be eligible to participate in the Company's 2011 Incentive Equity Plan (the "2011 Plan") and any successor to such plan in accordance with the terms and conditions of the 2011 Plan and any successor to such plan. The Company may, from time to time, upon approval by the Committee, grant to Executive options to purchase shares of Company's no par value common stock ("Company Common Stock"), restricted Company Common Stock, restricted stock units, performance shares, and/or performance units and/or other Company Common Stock related grants as a long-term incentive for performance.

(c) Welfare Benefit Plans. During the Employment Period, Executive and Executive's family shall be eligible for participation in, and shall be eligible to receive, all benefits under the welfare benefit plans, practices, policies and programs provided by the Company, including, without limitation, medical, prescription, dental, disability, employee life, group life, accidental death and travel accident insurance plans and programs on the same basis as similarly situated executives of the Company (collectively "Welfare Plans").

(d) Expenses. During the Employment Period, Executive shall be entitled to receive prompt reimbursement for all reasonable expenses incurred by Executive in accordance with the policies, practices and procedures of the Company; provided, however, (i) the amount of such expenses eligible for reimbursement in any calendar year shall not affect the expenses eligible for reimbursement in another calendar year, (ii) no such reimbursement may be exchanged or liquidated for another payment or benefit, and (iii) any reimbursements of such expenses shall be made as soon as practicable under the circumstances but in any event no later than the end of the calendar year following the calendar year in which the related expenses are incurred.

(e) Additional Benefits. During the Employment Period, Executive shall be offered the opportunity to receive or participate in any additional benefits provided to similarly-situated executives of the Company in accordance with, and subject to the eligibility requirements of, the plans, practices, programs and policies of the Company and applicable laws and regulations. Executive also shall be entitled to vacation in accordance with the Company's then-current written vacation policy.

§ 6. Change in Control

(1) For the purposes of this Agreement, a "Change in Control" shall mean:

(a) The acquisition by any individual, entity or group (within the meaning of § 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) (a "Person") of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 35% or more of the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors (the "Outstanding Company Voting Securities"); provided, however, that for purposes of this subsection (a), the following acquisitions shall not constitute a Change in Control: (i) any acquisition by a Person who is on the Effective Date the beneficial owner of 35% or more of the Outstanding Company Voting Securities, (ii) any acquisition directly from the Company, (iii) any acquisition by the Company which reduces the number of Outstanding Company Voting Securities and thereby results in any person having beneficial ownership of more than 35% of the Outstanding Company Voting Securities, or (iv) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any corporation controlled by the Company, or (v) any acquisition by any corporation pursuant to a transaction which meets the requirements of clauses (i) and (ii) of subsection (b) of this § 6; or

(b) Consummation of a reorganization, merger or consolidation or sale or other disposition of all or substantially all of the assets of the Company (a "Business Combination"), in each case, unless,

following such Business Combination, (i) all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the outstanding shares of the Company's common stock (the "Outstanding Company Common Stock") and Outstanding Company Voting Securities immediately prior to such Business Combination (individually a "Company Owner") beneficially own, directly or indirectly, more than 50% of, respectively, the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from such Business Combination (including, without limitation, a corporation which as a result of such transaction owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions as each Company Owner's ownership, immediately prior to such Business Combination, of the Outstanding Company Common Stock and Outstanding Company Voting Securities, as the case may be, and (ii) no Person (excluding any Company Owner, the Company or any employee benefit plan (or related trust) of the Company or such corporation resulting from such Business Combination) beneficially owns, directly or indirectly, 35% or more of the combined voting power of the then outstanding voting securities of such corporation; or

(c) A majority of the individuals who, as of the Effective Date, constitute the Board of Directors of the Company (the "Incumbent Directors") are replaced within a twelve (12) month period by directors whose appointment or election was not approved by a majority of the Incumbent Directors and who were elected as a result of an election contest with respect to the election or removal of directors ("Election Contest") or other actual or threatened solicitation of proxies or consents by or on behalf of any "person" (such term for purposes of this definition being as defined in § 3(a)(9) of the Exchange Act, and as used in § 13(d)(3) and 14(d)(2) of the Exchange Act) other than the Incumbent Directors ("Proxy Contest"); provided that any person becoming a director after the Effective Date and whose election or nomination for election was approved by a vote of at least a majority of the Incumbent Directors then on the Board shall thereafter be an Incumbent Director.

(2) For purposes of this Agreement, a "§ 409A Change in Control" shall mean a "Change in Control" which also constitutes a change in ownership or effective control of the Company or a change in the ownership of a substantial portion of the assets of the Company, all within the meaning of § 409A of the Internal Revenue Code of 1986, as amended (the "Code").

§ 7. Termination of Employment

(a) Death, Retirement or Disability Executive's employment and the Employment Period shall terminate automatically upon Executive's death or Retirement. For purposes of this Agreement, "Retirement" shall mean normal retirement under the Company's then-current retirement plan, or if there is no such retirement plan, "Retirement" shall mean voluntary resignation after age 65 with at least ten years of service. If the Committee determines in good faith that the Disability of Executive has occurred (pursuant to the definition of Disability set forth in this § 7(a)), the Company may give to Executive written notice of its intention to terminate Executive's employment. In such event, Executive's employment with the Company shall terminate effective on the 30th day after receipt of such written notice by Executive (the "Disability Effective Date"), provided that, within the thirty (30) days after such receipt, Executive shall not have returned to full-time performance of Executive's duties. For purposes of this Agreement, "Disability" shall mean the inability of Executive, as determined by the Committee, to substantially perform the essential functions of his/her regular duties and responsibilities with or without reasonable accommodation, due to a medically determinable physical or mental illness or other disability which has lasted (or can reasonably be expected to last) for a substantially continuous period of at least six consecutive months.

(b) Termination by the Company Prior to a Change in Control Prior to a Change in Control and on or after the second anniversary of the date of a Change in Control, the Company may terminate Executive's employment with or without Cause and, in respect of such termination of employment occurring prior to a Change in Control or on or after the second anniversary of the date of a Change in Control, the following definition of "Cause" shall apply:

"Cause" shall mean a determination by the Committee that:

(i) Executive has failed to perform substantially Executive's duties or responsibilities under this Agreement (other than any such failure resulting from incapacity due to physical or mental illness, and specifically excluding any failure by Executive, after reasonable efforts, to meet reasonable performance expectations), after a written demand for substantial performance is delivered to Executive by the Chief Executive Officer or the Chairman of the Committee which specifically identifies the manner in which such person believes that Executive has failed to substantially perform Executive's duties or responsibilities and which has not been cured to the satisfaction of such person within ten (10) business days of the written demand delivered to Executive; or

(ii) Executive engaged in any act of fraud, misappropriation, embezzlement or similar dishonest or wrongful act, including, without limitation, any violation of the Sarbanes-Oxley Act or similar laws or legal standards, but excluding for this purpose any non-criminal violation of Sarbanes-Oxley or similar laws or legal standards that has no adverse impact on the Company or its reputation and does not involve dishonesty or render Executive ineligible for any licensing, bonding or insurance coverage or for employment or engagement in any Company work or activity; or

(iii) Executive has engaged in the abuse of alcohol, prescription drugs or any substance which materially interferes with Executive's ability to perform Executive's duties and responsibilities under this Agreement or Executive has engaged in the use of illegal drugs; or

(iv) Executive has violated any laws, agreements or Company policies or codes prohibiting employment discrimination, harassment, conflicts of interest, retaliation, competition with the Company, solicitation of Company customers or employees on behalf of anyone other than Company, improper use or disclosure of Trade Secrets, Confidential Information or other proprietary information of the Company; or

(v) Executive has committed, been convicted for, or entered a plea of guilty or *nolo contendere* (or any plea of similar substance or effect) to, a felony or a crime involving dishonesty or other moral turpitude.

(c) Resignation by Executive Prior to a Change in Control Prior to a Change in Control and on or after the second anniversary of the date of a Change in Control, Executive may resign for "Good Reason" or no reason and, in respect of any such resignation occurring prior to a Change in Control or on or after the second anniversary of the date of a Change in Control, the following definition of "Good Reason" shall apply:

"Good Reason" shall mean:

(i) without the written consent of Executive, the assignment to Executive to a position materially different from the Executive Vice President and Chief Information Officer of a publicly traded corporation having a class of securities registered pursuant to the Exchange Act; or

(ii) without the written consent of Executive, a reduction by the Company: (a) in Executive's Base Salary as in effect on the Effective Date or as the same may be increased from time to time (unless a similar reduction is made in the salary of similarly-situated senior executives); (b) in Executive's Bonus Opportunity at target level below the minimum set forth in § 5(b)(i) (unless a similar reduction is made in the bonus opportunity of similarly-situated senior executives); or (c) in the benefits pursuant to the Welfare Plans (unless a similar reduction is made in the benefits of similarly-situated senior executives); or

(iii) any failure by the Company to comply with and satisfy § 15(c); or

(iv) a requirement that Executive be based in any office or location other than in the greater metropolitan area of Atlanta, Georgia.

Notwithstanding the foregoing, no event or act or omission shall constitute "Good Reason" under this § 7(c) unless (i) Executive in accordance with § 16(f) provides notice of such event or act or omission to the Committee no later than thirty (30) days after Executive has knowledge of such event or act or omission, (ii) the Committee fails to remedy such event or act or omission within thirty (30) days of the receipt of such notice (the "Cure Period") and (iii) Executive resigns effective no later than ninety (90) days after the end of the Cure Period.

(d) Termination by the Company After a Change in Control On or after a Change in Control but before the second anniversary of the date of such Change in Control, the Company may terminate Executive's employment with or without Cause and, in respect of such termination of employment occurring on or after a Change in Control the following definition of "Cause" shall apply:

"Cause" shall mean:

(i) the willful and continued failure of Executive to perform substantially Executive's duties and responsibilities under this Agreement (other than any such failure resulting from incapacity due to physical or mental illness, and specifically excluding any failure by Executive, after reasonable efforts, to meet reasonable performance expectations), after a written demand for substantial performance is delivered to Executive by the Chief Executive Officer or the Chairman of the Committee which specifically identifies the manner in which such person believes that Executive has willfully and continually failed to substantially perform Executive's duties and responsibilities and which has not been cured to the reasonable satisfaction of such person within ten (10) business days of the written demand delivered to Executive; or

(ii) any act of fraud, misappropriation, embezzlement or similar dishonest or wrongful act by Executive, including, without limitation, any violation of the Sarbanes-Oxley Act or similar laws or legal standards, but excluding for this purpose any non-criminal violation of Sarbanes-Oxley or similar laws or legal standards that has no impact on the Company or its reputation and does not involve dishonesty or render Executive ineligible for any licensing, bonding or insurance coverage or for employment or engagement in any Company work or activity; or

(iii) Executive's abuse of alcohol, prescription drugs or any substance which materially interferes with Executive's ability to perform Executive's duties and responsibilities under this Agreement or Executive's use of illegal drugs; or

(iv) Executive's violation of any laws prohibiting employment discrimination, harassment, or retaliation or Executive's willful violation of any laws, agreements, or Company policies or codes prohibiting conflicts of interest, competition with the Company, solicitation of Company customers

or employees on behalf of anyone other than Company, improper use or disclosure of Trade Secrets, Confidential Information or other proprietary information of the Company; or

(v) Executive has committed, been convicted for, or entered a plea of guilty or *nolo contendere* (or any plea of similar substance or effect) to, a felony or a crime involving dishonesty or other moral turpitude.

(e) Resignation by Executive After a Change in Control On or after a Change in Control and before the second anniversary of the date of such Change in Control, Executive may resign for Good Reason or no reason and, in respect of any such resignation, the following definition of “Good Reason” shall apply:

“Good Reason” shall mean:

(i) the reason set forth in § 7(c)(i); or

(ii) without the written consent of Executive, the assignment to Executive of duties inconsistent with Executive’s position, authority, duties or responsibilities as contemplated by § 2, or any action by the Company that results in a diminution in such position, authority, duties or responsibilities (whether or not occurring solely as a result of the Company’s ceasing to be a publicly traded entity) which, in either case, is not rescinded within ten (10) days after the Committee receives written notice from Executive that he/she believes that the assignment or action constitutes Good Reason and that he/she intends to resign if it is not rescinded; or

(iii) without the written consent of Executive, and if Executive was reporting directly and exclusively to the Chief Executive Officer as of the date immediately prior to the Change in Control, the Company changes its reporting structure such that Executive no longer reports directly and exclusively to the Chief Executive Officer; or

(iv) a reduction by the Company without the written consent of Executive: (a) in Executive’s Base Salary as in effect on the Effective Date or as the same may be increased from time to time; (b) in Executive’s Bonus Opportunity at target level as the same may be increased from time to time; (c) in Executive’s long-term incentive opportunities, as determined by a third-party compensation firm chosen by the Company using generally accepted methodologies, which may include annualizing prior long-term incentive grants over more than one year and ignoring prior special retention or sign-on grants; or (d) in the benefits pursuant to the Welfare Plans (unless a similar reduction is made in the benefits of similarly-situated senior executives), and which reduction set forth in (a), (b), (c) or (d) of this § 7(e)(iv) is not rescinded within ten (10) days after the Company receives written notice from Executive that he/she believes that the reduction constitutes Good Reason and that he/she intends to resign if it is not rescinded; or

(v) the reason set forth in § 7(c)(iii); or

(vi) the reason set forth in § 7(c)(iv).

(f) Notice of Termination Any termination by the Company or resignation by Executive shall be communicated by Notice of Termination to the other party hereto given in accordance with § 16(f). For purposes of this Agreement, a “Notice of Termination” means a written notice which (i) states the specific termination provision in this Agreement relied upon, (ii) to the extent applicable, sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of Executive’s employment under the provision so indicated and (iii) specifies the applicable Date of Termination. The failure by Executive or the Company to set forth in the Notice of Termination any fact or circumstance which

contributes to a showing of Good Reason or Cause shall not waive any right of Executive or the Company, respectively, hereunder or preclude Executive or the Company, respectively, from asserting such fact or circumstance in enforcing Executive's or the Company's rights hereunder.

(g) Date of Termination, "Separation from Service" and Applicable Pay Date

(i) "Date of Termination" means (1) if Executive resigns for Good Reason, the date specified in the Notice of Termination, provided that (i) the Committee may specify any earlier Date of Termination and (ii) the Date of Termination specified in the notice shall not be less than sixty (60) days after the date of delivery of the notice if the resignation is for Good Reason following a Change in Control, (2) if Executive's employment is terminated by the Company other than by reason of Disability, the date of receipt of the Notice of Termination, or any later date specified therein, or (3) if Executive's employment is terminated by reason of death, Disability or Retirement, the Date of Termination will be the date of death or Retirement, or the Disability Effective Date, as the case may be.

(ii) "Separation from Service" means a "separation from service" within the meaning of § 409A of the Code which occurs in connection with Executive's termination of employment, and the Company and Executive acknowledge and agree that such a "separation from service" may come before, after or coincide with Executive's Date of Termination.

(iii) "Applicable Pay Date" means the date that Executive has a Separation from Service (which date shall be referred to as the "Immediate Pay Date") or, if the Company determines that making a payment or providing a benefit to Executive on the Immediate Pay Date would require the Company to report all or any part of such payment or benefit to the Internal Revenue Service as subject to taxation under § 409A of the Code, the date that is six (6) months and one (1) day after the date Executive has a Separation from Service (which date shall be referred to as the "Delayed Pay Date").

§ 8. Obligations of the Company upon Termination

(a) Prior to a Change in Control: Resignation by Executive for Good Reason; Termination by the Company Other Than for Cause or Disability If, prior to a Change in Control or on or after the second anniversary of the date of a Change in Control, the Company shall terminate Executive's employment other than for Cause or Disability or Executive shall resign for Good Reason, then (and with respect to the payments and benefits described in clauses (ii) through (ix) of this § 8(a), only if Executive executes (and does not revoke) a Release in substantially the form of Exhibit A hereto (the "Release") within sixty (60) days of the Date of Termination):

(i) the Company will pay to Executive in a lump sum in cash within thirty (30) days after the Date of Termination the sum of (A) Executive's Base Salary (as in effect on the Date of Termination) earned through the Date of Termination to the extent not theretofore paid, (B) Executive's business expenses for which reimbursement has been requested pursuant to the Company's expense reimbursement policy but which have not been reimbursed before Executive's applicable Date of Termination and (C) Executive's Annual Bonus, if any, earned for the fiscal year immediately preceding the fiscal year in which the Date of Termination occurs, if such bonus has been certified as payable by the Committee but has not been paid before the Date of Termination (the sum of the amounts described in clauses (A), (B) and (C) shall be referred to as the "Accrued Obligations"), and

(ii) (A) if the Applicable Pay Date is the Delayed Pay Date, the Company will pay Executive on the Delayed Pay Date a lump sum equal to the amount of the Base Salary (as in effect on the Date of Termination or, if Executive terminates employment pursuant to § 7(c)(ii) upon a reduction in

Executive's Base Salary, as in effect immediately prior to such reduction in Base Salary) Executive would have earned if Executive had been continuously employed by Company from the Date of Termination until the Delayed Pay Date or (B) if the Applicable Pay Date is the Immediate Pay Date, the Company will continue to pay Executive an amount equal to his/her monthly Base Salary (as in effect on the Date of Termination or, if Executive terminates employment pursuant to § 7(c)(ii) upon a reduction in Executive's Base Salary, as in effect immediately prior to such reduction in Base Salary) until payments begin under § 8(a)(iii) without any duplication of payments between this § 8(a)(ii) and § 8(a)(iii); provided, however, that the Company shall have no obligation to make any such payment or payments if Executive has violated any of the Restrictive Covenants (as defined in § 12 of this Agreement) and failed to remedy such violation to the satisfaction of the Board within ten (10) days of notice of such violation; and

(iii) commencing on the seven (7) month anniversary of the date Executive has a Separation from Service, the Company will continue to pay Executive an amount equal to his/her monthly Base Salary (as in effect on the Date of Termination or, if Executive terminates employment pursuant to § 7(c)(ii) upon a reduction in Executive's Base Salary, as in effect immediately prior to such reduction in Base Salary) for a period of twelve (12) consecutive months, payable in equal monthly or more frequent installments in accordance with the Company's then standard payroll practices; provided, however that the Company's obligation to make or continue such payments shall cease if Executive is or becomes employed with a Competitor (as defined in this § 8(a) below) during the eighteen (18) month period following the Date of Termination or if Executive violates any of the Restrictive Covenants (as defined in § 12) and fails to remedy such violation to the satisfaction of the Board within ten (10) days of notice of such violation; and

(iv) Executive will have the right to elect continuation of health care coverage under the Company's group health plan in accordance with "COBRA," and the Company shall pay (and report as taxable income to Executive) all premiums for such COBRA coverage for Executive and his/her covered dependents for the twelve (12) month period immediately following the Date of Termination, *provided, however*, that the obligation of the Company to pay the cost for such COBRA coverage shall terminate upon Executive's obtaining other employment if health care coverage is provided by the new employer; and

(v) the Company will pay Executive a pro-rated annual bonus for the fiscal-year in which the Date of Termination occurs equal to (i) the amount Executive would have earned, if any, under § 5(b)(i) for the year of termination based on actual financial performance for such fiscal year, times (ii) a fraction, the numerator of which is the number of full months in the fiscal year preceding the Date of Termination and the denominator of which is 12; provided that such bonus shall be paid only if the pre-established performance targets are in fact certified by the Committee to have been met, and such bonus shall be paid in a single lump sum cash payment no later than 2½ months after the end of the fiscal year in which the bonus is earned; and

(vi) all grants of restricted Company Common Stock or units which represent shares of Company Common Stock ("Restricted Stock") held by Executive as of the Date of Termination will become immediately vested as of the Date of Termination; and

(vii) all of Executive's options to acquire Company Common Stock or appreciation rights with respect to shares of Company Common Stock ("Options") that would have become vested (by lapse of time) within the 24-month period immediately following the Date of Termination had Executive remained employed during such period will become immediately vested as of the Date of Termination; and

(viii) all of Executive's vested but unexercised Options as of the Date of Termination (including those with accelerated vesting pursuant to § 8(a)(vii)) shall remain exercisable through the earlier

of (A) the original expiration date of the Option, (B) the 90th day following the Date of Termination, or (C) the date that is the 10th anniversary of the original date of grant of the Option; and

(ix) as for any outstanding grant of performance-based restricted stock units which represent a right to receive Company Common Stock contingent on the satisfaction of the related performance requirements and for which the Date of Termination falls during a Performance Cycle (as defined in the applicable award agreement), the Committee shall certify the results and shall deliver to Executive 50% of the number of whole number of the shares of Company Common Stock, if any, that vested based on the actual satisfaction of such performance requirements no later than 2½ months after the last day of the period in which such Performance Cycle ends; and,

(x) to the extent not theretofore paid or provided, the Company will timely pay or provide, pursuant to the timing rules of the controlling terms of any plan, program, policy, practice, contract or agreement of the Company, any other amounts or benefits, including but not limited to, previously earned but unpaid annual incentive awards, previously earned but unpaid long-term incentive awards, and properly documented and approved but unpaid business expenses, required to be paid or provided or which Executive is eligible to receive under any such plan, program, policy or practice or contract or agreement of the Company (such other amounts and benefits shall be hereinafter referred to as the “Other Benefits”);

For purposes of § 8(a)(iii) only, “Competitor” means any of the following companies and all their parents, subsidiaries, or affiliates who engage in Competitive Services (as defined in § 12(b)) and all of the successors in interest to any of the foregoing: TSYS Acquiring Solutions, Chase Paymentech Solutions, First Data Corporation, Total System Services, Inc., Vantiv, Wells Fargo Merchant Services, Heartland Payment Systems, First National Merchant Solutions, RBS Lynk, TransFirst Holdings, iPayment, BA Merchant Services, NPC, Elavon Merchant Services and Moneris Solutions.

(b) After or in Connection with a Change in Control: Resignation by Executive for Good Reason: Termination by the Company Other Than for Cause or Disability If there occurs a Change in Control and the Company shall terminate Executive’s employment other than for Cause or Disability before the second anniversary of such Change in Control or Executive shall resign for Good Reason before the second anniversary of such Change in Control, then (and with respect to the payments and benefits described in clauses (ii) through (x) of this § 8(b), only if Executive executes (and does not revoke) the Release within sixty (60) days of the Date of Termination):

(i) the Company (or its successor) shall pay to Executive the Accrued Obligations in a lump sum in cash within thirty (30) days after the Date of Termination; and

(ii) the Company (or its successor) will pay Executive two (2) times the amount of Base Salary (as in effect on the Date of Termination or, if Executive terminates employment pursuant to § 7(e)(iv) as in effect immediately prior to such reduction in Base Salary), provided however, that the Company (or its successor) shall have no obligation to make any payment under this § 8(b)(ii) if Executive has violated any of the Restrictive Covenants (as defined in § 12) and failed to remedy such violation to the satisfaction of the Board within ten (10) days of notice of such violation. If the Change in Control is a § 409A Change in Control, the two (2) times Base Salary amount payable under this § 8(b)(ii) will be paid in a single lump sum on the Applicable Pay Date. However, if the Change in Control is not a § 409A Change in Control, the two (2) times Base Salary amount payable under this § 8(b)(ii) will be paid in three (3) parts--

(A) the first part will be paid in the amount and at the time and in the form called for in § 8(a)(ii),

(B) the second part will be paid in the amount and at the time and in the form called for in § 8(a)(iii), and

(C) the balance will be paid in a single lump sum on the date that is nine (9) months and one (1) day after the date of Executive's Separation from Service which is related to such termination of employment; and

(iii) as additional severance (and not in lieu of any bonus for the fiscal year in which the Date of Termination occurs), the Company (or its successor) will pay Executive a lump sum equal to two (2) times the amount of Executive's target Bonus Opportunity (as in effect on the Date of Termination or, if Executive terminates employment pursuant to § 7(e)(iv) as in effect immediately prior to such reduction in Bonus Opportunity) on the date that is nine (9) months and one (1) day after the date of Executive's Separation from Service which is related to such termination of employment; provided however, that the Company shall have no obligation to make any payment under this § 8(b)(iii) if Executive has violated any of the Restrictive Covenants (as defined in § 12) and failed to remedy such violation to the satisfaction of the Board within ten (10) days of notice of such violation; and

(iv) Executive will have the right to elect continuation of health care coverage under the Company's group health plan in accordance with "COBRA," and the Company shall pay (and report as taxable income to Executive) all premiums for such COBRA coverage for Executive and his/her covered dependents for the eighteen (18) month period immediately following the Date of Termination, *provided, however*, that the obligation of the Company to pay the cost for such COBRA coverage shall terminate upon Executive's obtaining other employment if such health care coverage is provided by the new employer; and

(v) Executive will be entitled to a pro-rated bonus under § 5(b)(i) for the fiscal year in which the Date of Termination occurs, the amount and timing of which shall depend upon when the Date of Termination occurs, as follows:

(1) if the Date of Termination occurs before the end of the fiscal year in which the Change in Control occurred, the pro-rated bonus will equal (a) 100% of Executive's then current target Bonus Opportunity, times (ii) a fraction, the numerator of which is the number of full months in the fiscal year preceding the Date of Termination and the denominator of which is 12, and such pro-rated bonus shall be paid no later than 2½ months after the end of the Company's fiscal year which includes Executive's Date of Termination; or

(2) if the Date of Termination occurs during a fiscal year that began after the Change in Control occurred, the pro-rated bonus (based on the number of full months in the fiscal year preceding the Date of Termination as described in § 8(b)(v)(1)) will be based on actual performance results as certified by the Committee at the end of the fiscal year and will be paid to Executive no later than 2½ months after the end of the Company's fiscal year which includes Executive's Date of Termination; and

(vi) all grants of Restricted Stock held by Executive as of the Date of Termination will become immediately vested as of the Date of Termination; and

(vii) all of Executive's Options held by Executive as of the Date of Termination will become immediately vested and exercisable as of the Date of Termination; and

(viii) all of Executive's vested but unexercised Options as of the Date of Termination (including those with accelerated vesting pursuant to § 8(b)(vii)) will remain exercisable through the earlier

of (A) the original expiration date of the Option, or (B) the 90th day following the Date of Termination, or (C) the date that is the 10th anniversary of the original date of grant of the Option; and

(ix) as for any outstanding grant of performance-based restricted stock units for which the Date of Termination falls during a Performance Cycle (as defined in the applicable award agreement), the Company will transfer to Executive fully vested shares of Company Common Stock, the number and timing of which shall depend upon when the Date of Termination occurs, as follows:

(1) if the Date of Termination occurs before the end of the Performance Cycle in which the Change in Control occurred, Executive will be entitled at the Date of Termination to receive shares of fully vested Company Common Stock equal to the number of shares that would have been awarded assuming the performance goals had been reached at target levels, which shares will be delivered to Executive no later than 2½ months after the end of the Performance Cycle which includes the Date of Termination; or

(2) if the Date of Termination occurs after the end of the Performance Cycle in which the Change in Control occurred, but prior to the transfer of Restricted Stock to Executive with respect to such Performance Cycle, Executive will be entitled at the Date of Termination to receive shares of fully vested Company Common Stock equal to the higher of (A) the number of shares that would have been awarded assuming the performance goals had been reached at target levels, or (B) the number of shares that would have been awarded based on actual performance against the performance goal as certified by the Committee, which shares will be delivered to Executive no later than 2½ months after the end of the Performance Cycle which included the Date of Termination; or

(3) if the Date of Termination occurs during a Performance Cycle that began after the Change in Control occurred, Executive will be entitled to receive shares of fully vested Company Common Stock equal to the number of shares that would have been awarded based on the actual results as certified by the Committee at the end of the Performance Cycle, which shares shall be delivered to Executive no later than 2 ½ months after the end of such Performance Cycle; and

(x) to the extent not theretofore paid or provided, the Company will timely pay or provide to Executive his/her Other Benefits pursuant to the timing rules of the controlling terms of any plan, program, policy, practice, contract or agreement of the Company.

(c) In Anticipation of a Change in Control: Termination by the Company Other Than for Cause or Disability or Resignation by Executive for Good Reason If Executive's employment is terminated by the Company other than for Cause (as defined in § 7(d)) or Disability (as defined in § 7(a)) or Executive resigns for Good Reason (as defined in § 7(e)) after the issuance of press release or a filing is made with the Securities and Exchange Commission regarding a transaction which could lead to a Change in Control and there is a Change in Control as a result of the consummation of such transaction no later than nine (9) months and one (1) day after the date of Executive's Separation from Service which is related to such termination of employment, then

(A) Executive will continue to be eligible to receive his/her benefits under § 8(a) in the amount and form and at the time provided in § 8(a), but

(B) Executive will in addition receive the benefits described in § 8(b), if greater, as if his/her employment had been terminated without Cause (as defined in § 7(d)) or he/she had resigned for Good Reason (as defined in § 7(e)) at the consummation of such Change in Control, provided

Executive immediately following the Change in Control shall have timely executed and not revoked the Release described in § 8(b), and, further provided

(1) there will under no circumstances be any duplication whatsoever of any payments or benefits between this § 8(c)(B) and § 8(c)(A),

(2) the additional severance benefits provided under § 8(b)(ii)(C) and the severance benefits provided under § 8(b)(iii) will both be paid in a single lump sum on the date that is nine (9) months and one (1) day after the date of Executive's Separation from Service which is related to such termination of employment,

(3) if the Change in Control occurs before the date the pro-rated annual bonus provided under § 8(a)(v) is scheduled to be paid, then Executive will be entitled to the greater of either the pro-rated annual bonus determined and paid under § 8(a)(v) or the pro-rated bonus determined under § 8(b)(v)(1) but paid in the form and at the time called for under § 8(a)(v),

(4) any outstanding Options which failed to vest under § 8(a)(vii) will vest under § 8(b)(vii) at the Change in Control, and the date of the Change of Control will be treated under § 8(b)(viii) as Executive's Date of Termination,

(5) if the Change in Control occurs before the date that shares of Company Common Stock relating to any outstanding grant of performance-based restricted stock units under § 8(a)(ix) are scheduled to be delivered, Executive will be entitled to either the greater of the number of shares of Company Common Stock to be delivered under § 8(a)(ix) or the number to be delivered under § 8(b)(ix), which will be delivered in the form and at the time such shares of Company Common Stock are otherwise scheduled to be delivered under § 8(a)(v),

(6) any amount payable under this § 8(c) that is deferred compensation under § 409A of the Code and that cannot be paid by the latest date on which such amount could be paid without triggering taxation under § 409A of the Code shall be forfeited, and

(7) the Company's obligation to make any payments under this § 8(c) shall cease if Executive violates any of the Restrictive Covenants (as defined in § 12) and fails to remedy such violation within ten (10) business days of notice detailing such violation to the reasonable satisfaction of the Board.

(d) Death, Disability or Retirement Upon the Date of Termination due to Executive's death, Disability (as defined in § 7(a)), or Retirement (as defined in § 7(a)), (i) all grants of Restricted Stock held by Executive as of the Date of Termination will become immediately vested as of the Date of Termination; (ii) all Options held by Executive as of the Date of Termination will become immediately vested and exercisable as of the Date of Termination, (iii) in the case of termination on account of Retirement, the number of performance-based restricted stock units earned shall be determined at the end of the Performance Cycle (as defined in the applicable award agreement) based on the actual performance as of the end of the Performance Cycle as certified by the Committee and, upon such certification (and in no event later than 2 ½ months after the end of the Performance Cycle), the Company shall deliver to Executive or Executive's beneficiary, as applicable, shares of fully vested Company Common Stock in an amount equal to the number of shares that would have been awarded based on the actual results; and (iv) in the case of termination on account of death or Disability only, all performance-based restricted stock units held by Executive as of the Date of Termination will vest at the target level and the Company shall deliver to Executive or Executive's beneficiary, as applicable, within sixty (60) days after the Date of Termination, fully vested

Company Common Stock equal to the number of shares that would have been awarded assuming the performance goals had been reached at target levels. All of Executive's vested but unexercised Options as of the Date of Termination (including those with accelerated vesting pursuant to the foregoing sentence) shall remain exercisable through the earliest of (A) the original expiration date of the Option, (B) the 90th day following the Date of Termination or such longer period as specified in the plan document governing the applicable award, or (C) the date that is the 10th anniversary of the original date of grant of the Option. For the period of months required by COBRA after the Date of Termination due to Executive's death, Disability (as defined in § 7(a)), or Retirement (as defined in § 7(a)), Executive or his/her dependents shall have the right to elect continuation of healthcare coverage under the Company's group plan (if allowed by the plan) in accordance with "COBRA" provided Executive or his/her dependents shall pay the entire cost of such coverage. Except as set forth in this § 8(d) and regardless of whether or not a Change in Control shall have occurred, if Executive's employment is terminated by reason of Executive's death, Disability or Retirement, this Agreement shall terminate without further obligations to Executive or his/her estate or legal representatives under this Agreement, other than for payment of Accrued Obligations and the timely payment or provision of Other Benefits as provided in § 8(a)(x). Accrued Obligations shall be paid to Executive's estate or beneficiary, as applicable, in a lump sum in cash within thirty (30) days after the Date of Termination. With respect to the provision of Other Benefits, the term Other Benefits as used in this § 8(d) shall include, without limitation, and Executive or his/her estate and/or beneficiaries shall be entitled to receive, benefits under such plans, programs, practices and policies relating to death, disability or retirement benefits, if any, as are applicable to Executive on the Date of Termination.

(e) Cause or Voluntary Termination without Good Reason Regardless of whether or not a Change in Control shall have occurred, if Executive's employment shall be terminated for Cause, or if Executive voluntarily resigns without Good Reason, the Company's obligations under this Agreement to Executive shall terminate, other than for payment of Accrued Obligations and the timely payment or provision of Other Benefits. Accrued Obligations shall be paid to Executive in a lump sum in cash within thirty (30) days after the Date of Termination. For the period required by COBRA after the Date of Termination for Cause or for the voluntary termination by Executive, Executive shall have the right to elect continuation of healthcare coverage under the Company's group plan in accordance with "COBRA" provided Executive shall pay the entire cost of such coverage.

§ 9. Non-exclusivity of Rights Nothing in this Agreement shall prevent or limit Executive's continuing or future participation in any plan, program, policy or practice provided by the Company and for which Executive may qualify, nor, subject to § 16(d), shall anything herein limit or otherwise affect such rights as Executive may have under any contract or agreement with the Company. Amounts which are vested benefits or which Executive is otherwise entitled to receive under any plan, policy, practice or program of or any contract or agreement with the Company at or subsequent to the Date of Termination shall be payable in accordance with such plan, policy, practice or program or contract or agreement except as explicitly modified by this Agreement.

§ 10. Costs of Enforcement In no event shall Executive be obligated to seek other employment by way of mitigation of the amounts payable to Executive under any of the provisions of this Agreement and such amounts shall not be reduced whether or not Executive obtains other employment. In any action taken in good faith relating to the enforcement of this Agreement or any provision herein, including any arbitration provision in § 13, Executive shall be entitled to be paid any and all costs and expenses incurred by him/her in enforcing or establishing his/her rights thereunder, including, without limitation, reasonable attorneys' fees, and whether or not incurred in trial, bankruptcy or appellate proceedings, but only if Executive is successful on at least one material issue raised in the enforcement proceeding. Any costs or expenses that otherwise meet the requirements for reimbursement under this § 10 shall be reimbursed within 120 days of

submission by Executive for a request for reimbursement, but in no event later than the last day of Executive's taxable year following the taxable year in which Executive becomes entitled to such reimbursement by reason of being successful on at least one material issue (provided a request for reimbursement has been made).

§ 11. Representations and Warranties Executive hereby represents and warrants to the Company that Executive is not a party to, or otherwise subject to, any covenant not to compete with any person or entity, and Executive's execution of this Agreement and performance of his/her obligations hereunder will not violate the terms or conditions of any contract or obligation, written or oral, between Executive and any other person or entity.

§ 12. Restrictions on Conduct of Executive

(a) General Executive and the Company understand and agree that the purpose of the provisions of this § 12 is to protect legitimate business interests of the Company, as more fully described below, and is not intended to eliminate Executive's post-employment competition with the Company per se, nor is it intended to impair or infringe upon Executive's right to work, earn a living, or acquire and possess property from the fruits of his/her labor. Executive hereby acknowledges that the post-employment restrictions set forth in this § 12 are reasonable and that they do not, and will not, unduly impair his/her ability to earn a living after the termination of this Agreement. Therefore, subject to the limitations of reasonableness imposed by law, Executive shall be subject to the restrictions set forth in this § 12. For the purposes of this § 12, "Company" shall be deemed to include Company and all its parents, affiliates, subsidiaries and successors.

(b) Definitions The following terms used in this § 12 shall have the meanings assigned to them below, which definitions shall apply to both the singular and the plural forms of such terms:

"Competitive Position" means any employment with a Competitor in which Executive has duties for such Competitor that relate to Competitive Services and that are the same or similar to those services actually performed by Executive for the Company.

"Competitive Services" means services competitive with the business activities engaged in by the Company as of the Determination Date, which include, but are not limited to, the provision of products and services to facilitate or assist with the movement in electronic commerce of payment and financial information, merchant processing, merchant acquiring, credit and debit transaction processing, check guarantee and verification, electronic authorization and capture, terminal management services, purchase card services, financial electronic data interchange, cash management services, and wire transfer services.

"Competitor" means any individual, corporation, partnership, joint venture, limited liability company, association, or other entity or enterprise which is engaged, wholly or in part, in Competitive Services, including but not limited to the following companies, all of whom engage in Competitive Services (and all of their parents, subsidiaries, or affiliates who engage in Competitive Services) and all of the successors in interest to any of the foregoing: TSYS Acquiring Solutions, Chase Paymentech Solutions, First Data Corporation, Total System Services, Inc., Vantiv, Wells Fargo Merchant Services, Heartland Payment Systems, First National Merchant Solutions, RBS Lynk, TransFirst Holdings, iPayment, BA Merchant Services, NPC, Elavon Merchant Services and Moneris Solutions.

"Confidential Information" means all information regarding the Company, its activities, business or clients that is the subject of reasonable efforts by the Company to maintain its confidentiality and that is not generally disclosed by practice or authority to persons not employed by the

Company, but that does not rise to the level of a Trade Secret. “Confidential Information” shall include, but is not limited to, financial plans and data concerning the Company; management planning information; business plans; operational methods; market studies; marketing plans or strategies; product development techniques or plans; lists of current or prospective customers; details of customer contracts; current and anticipated customer requirements; past, current and planned research and development; business acquisition plans; and new personnel acquisition plans. “Confidential Information” shall not include information that has become generally available to the public by the act of one who has the right to disclose such information without violating any right or privilege of the Company. This definition shall not limit any definition of “confidential information” or any equivalent term under state or federal law.

“Determination Date” means the date of termination of Executive’s employment with the Company for any reason whatsoever or any earlier date of an alleged breach of the Restrictive Covenants by Executive.

“Person” means any individual or any corporation, partnership, joint venture, limited liability company, association or other entity or enterprise.

“Principal or Representative” means a principal, owner, partner, shareholder, joint venturer, investor, member, trustee, director, officer, manager, employee, agent, representative or consultant.

“Protected Customers” means any Person to whom the Company has sold or provided its products or services, or actively solicited to sell or provide its products or services, during the twelve (12) months prior to the Determination Date.

“Protected Employees” means employees of the Company who were employed by the Company at any time within six (6) months prior to the Determination Date.

“Restricted Period” means the Employment Period and a period extending two (2) years from the termination of Executive’s employment with the Company.

“Restricted Territory” means the area in which the Company conducts business, which includes the entire United States.

“Restrictive Covenants” means the restrictive covenants contained in § 12(c) hereof.

“Trade Secret” means all information, without regard to form, including, but not limited to, technical or non-technical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, distribution lists or a list of actual or potential customers, advertisers or suppliers which is not commonly known by or available to the public and which information: (A) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (B) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Without limiting the foregoing, Trade Secret means any item of Confidential Information that constitutes a “trade secret(s)” under the common law or applicable state law.

(c) Restrictive Covenants

(i) Restriction on Disclosure and Use of Confidential Information and Trade Secrets. Executive understands and agrees that the Confidential Information and Trade Secrets constitute valuable assets of the Company and its affiliated entities, and may not be converted to Executive’s own use. Accordingly, Executive hereby agrees that Executive shall not, directly or indirectly, at any time during the

Employment Period or at any time following the end of the Employment Period for any reason reveal, divulge, or disclose to any Person not expressly authorized to receive such information by the Company any Confidential Information or Trade Secrets that have not at the time ceased to be Confidential Information or Trade Secrets, and Executive shall not, directly or indirectly, at any time during the Employment Period or at any time following the end of the Employment Period for any reason use or make use of any Confidential Information or Trade Secrets that have not at the time ceased to be Confidential Information or Trade Secrets other than on behalf of, and for the benefit of, the Company. The parties acknowledge and agree that this Agreement is not intended to, and does not reduce or limit either the Company's rights or Executive's obligations under any state or federal statutory or common law regarding trade secrets and unfair trade practices.

Anything herein to the contrary notwithstanding, Executive shall not be restricted from disclosing or using Confidential Information that is required to be disclosed by law, court order or other legal process; provided, however, that in the event disclosure is required by law, Executive shall provide the Company with prompt notice of such requirement so that the Company may seek an appropriate protective order prior to any such required disclosure by Executive.

(ii) Non-solicitation of Protected Employees. Executive understands and agrees that the relationship between the Company and each of its Protected Employees constitutes a valuable asset of the Company and may not be converted to Executive's own use. Accordingly, Executive hereby agrees that during the Restricted Period Executive shall not directly or indirectly on Executive's own behalf or as a Principal or Representative of any Person or otherwise solicit or induce any Protected Employee with whom Executive worked or otherwise had material contact through his/her employment with the Company to terminate his/her employment relationship with the Company or to enter into employment with any other Person.

(iii) Restriction on Relationships with Protected Customers. Executive understands and agrees that the relationship between the Company and each of its Protected Customers constitutes a valuable asset of the Company and may not be converted to Executive's own use. Accordingly, Executive hereby agrees that, during the Restricted Period, Executive shall not, without the prior written consent of the Company, directly or indirectly, on Executive's own behalf or as a Principal or Representative of any Person, solicit, divert, take away or attempt to solicit, divert or take away a Protected Customer for the purpose of providing or selling Competitive Services; provided, however, that the prohibition of this covenant shall apply only to Protected Customers with whom Executive had Material Contact on the Company's behalf during the twelve (12) months immediately preceding the termination of his/her employment hereunder. For purposes of this Agreement, Executive shall be deemed to have "Material Contact" with a Protected Customer if (a) he/she had business dealings with the Protected Customer on the Company's behalf, or (b) he/she was responsible for supervising or coordinate the dealings between the Company and the Protected Customer.

(iv) Non-competition with the Company. Executive acknowledges: (A) that Executive's services under this Agreement require special expertise and talent in the provision of Competitive Services and that Executive will have substantial contacts with customers, suppliers, advertisers and vendors of the Company throughout the geographic area in which the Company conducts business; (B) that pursuant to this Agreement, Executive will be placed in a position of trust and responsibility and he/she will have access to a substantial amount of Confidential Information and Trade Secrets relating to all aspects of the Company's business and that the Company is placing him/her in such position and giving him/her access to such information in reliance upon his/her agreement not to compete with the Company during the Restricted Period; (C) that due to his/her management duties, Executive will be the repository of a substantial portion of the goodwill of the Company, will be involved with all aspects of the Company's business throughout the

geographic area in which the Company does business, and would have an unfair advantage in competing with the Company; (D) that due to Executive's special experience and talent, the loss of Executive's services to the Company under this Agreement cannot reasonably or adequately be compensated solely by damages in an action at law; (E) that Executive is capable of competing with the Company; and (F) that Executive is capable of obtaining gainful, lucrative and desirable employment that does not violate the restrictions contained in this Agreement. In consideration of the compensation and benefits being paid and to be paid by the Company to Executive hereunder, Executive hereby agrees that, during the Restricted Period, Executive will not, without prior written consent of the Company, directly or indirectly seek or obtain a Competitive Position, or otherwise engage, on Executive's own behalf or on behalf of another, in Competitive Services, in the Restricted Territory; provided, however, that (1) the provisions of this Agreement shall not be deemed to prohibit the ownership by Executive of any securities of the Company or its affiliated entities or not more than five percent (5%) of any class of securities of any corporation having a class of securities registered pursuant to the Exchange Act; (2) for purposes of this § 12(c)(iv) only, the Restricted Period shall be reduced to eighteen (18) months if Executive's employment is terminated by Company or Executive pursuant to § 8(a) (Prior to a Change in Control: Resignation by Executive for Good Reason; Termination by the Company Other Than for Cause or Disability); and (3) this § 12(c)(iv) shall lapse and terminate at the end of the Employment Period if the Company gives notice to Executive pursuant to § 3 that this Agreement will not be extended.

(d) Enforcement of Restrictive Covenants

(i) Rights and Remedies Upon Breach. In the event Executive breaches, or threatens to commit a breach of, any of the provisions of the Restrictive Covenants, the Company shall have the following rights and remedies, which shall be independent of any others and severally enforceable, and shall be in addition to, and not in lieu of, any other rights and remedies available to the Company at law or in equity:

(A) the right and remedy to enjoin, preliminarily and permanently, Executive from violating or threatening to violate the Restrictive Covenants and to have the Restrictive Covenants specifically enforced by any court of competent jurisdiction, it being agreed that any breach or threatened breach of the Restrictive Covenants would cause irreparable injury to the Company and that money damages would not provide an adequate remedy to the Company; and

(B) the right and remedy to require Executive to account for and pay over to the Company all compensation, profits, monies, accruals, increments or other benefits derived or received by Executive as the result of any transactions constituting a breach of the Restrictive Covenants.

(ii) Severability of Covenants. Executive acknowledges and agrees that the Restrictive Covenants are reasonable and valid in time and scope and in all other respects. The covenants set forth in this Agreement shall be considered and construed as separate and independent covenants. Should any part or provision of any covenant be held invalid, void or unenforceable in any court of competent jurisdiction, such invalidity, voidness or unenforceability shall not render invalid, void or unenforceable any other part or provision of this Agreement. If any portion of the foregoing provisions is found to be invalid or unenforceable by a court of competent jurisdiction because its duration, the territory, the definition of activities or the definition of information covered is considered to be invalid or unreasonable in scope, the invalid or unreasonable term shall be redefined, or a new enforceable term provided, such that the intent of the Company and Executive in agreeing to the provisions of this Agreement will not be impaired and the provision in question shall be enforceable to the fullest extent of the applicable laws. This § 12 shall survive the expiration or termination of this Agreement, provided, however, that the non-competition covenants set

forth in § 12(c)(iv) shall not survive and shall terminate at the end of the Employment Period if the Company gives notice to the Executive pursuant to § 3 that this Agreement will not be extended.

§ 13. Arbitration Any claim or dispute arising under this Agreement (other than under § 12) shall be subject to arbitration, and prior to commencing any court action, the parties agree that they shall arbitrate all such controversies. The arbitration shall be conducted in Atlanta, Georgia, in accordance with the Employment Dispute Rules of the American Arbitration Association and the Federal Arbitration Act, 9 U.S.C. §1, *et. seq.* The arbitrator(s) shall be authorized to award both liquidated and actual damages, in addition to injunctive relief, but no punitive damages. The arbitrator(s) shall also award attorney's fees and costs, without regard to any restriction on the amount of such award under Georgia or other applicable law. Such an award shall be binding and conclusive upon the parties hereto, subject to 9 U.S.C. §10. Each party shall have the right to have the award made the judgment of a court of competent jurisdiction.

Initials of parties as to this § 13:

Company: JSS
Executive: GFS

§ 14. Rabbi Trust In order to ensure the payment of the severance benefit provided for in § 8(b)(ii) and (iii) of this Agreement, immediately following the commencement of any action by a third party with the aim of effecting a Change in Control, or the publicly-announced threat by a third party to commence any such action, the Company shall fully fund through the Global Payments Inc. Benefit Security Trust, or similar "rabbi trust" the amount of the severance payment that would have been paid to Executive under § 8(b)(ii) and (iii) if the Date of Termination had occurred on the date of commencement, or publicly-announced threat of commencement, of such action by the third party; *provided, however*, that the trust shall not be funded if the funding thereof would result in taxable income to Executive by reason of § 409A(b) of the Code; *and provided, further*, in no event shall any trust assets at any time be located or transferred outside of the United States, within the meaning of § 409A(b) of the Code. Amounts shall be paid to Executive from such trust as provided under this Agreement and the trust. The right of Executive to receive payments under this Agreement shall be an unsecured claim against the general assets of the Company and Executive shall have no rights in or against any specific assets of the Company. For greater certainty, the foregoing trust shall be a revocable trust in the event the potential Change in Control which precipitated the funding of such trust is not consummated. Finally, nothing in this § 14 shall relieve the Company of any liabilities under this Agreement to the extent such liabilities are not satisfied by a trust described in this § 14.

§ 15. Assignment and Successors

(a) This Agreement is personal to Executive and without the prior written consent of the Company shall not be assignable by Executive otherwise than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by Executive's legal representatives.

(b) This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns.

(c) The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to assume expressly and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. As used in this Agreement, "Company" shall mean the Company as hereinbefore defined and any successor to its business and/or assets as aforesaid which assumes and agrees to perform this Agreement by operation of law or otherwise.

director of the Company and, following a Change in Control, the coverage shall be no less favorable to Executive than the coverage provided as of the date of the Change in Control.

(h) Amendments and Modifications This Agreement may be amended or modified only by a writing signed by the Company and Executive, which makes specific reference to this Agreement.

(i) § 409A

(i) The Company and Executive intend no payments to be made and no benefits to be provided under this Agreement will be subject to taxation under § 409A of the Code and that the terms of this Agreement will be interpreted in good faith in a manner which is intended to minimize the risk that Executive will be subject to tax under § 409A of the Code with respect to any such payments or benefits, and the Company and Executive agree to cooperate fully and in good faith with one another to seek to minimize such risk.

(ii) Items eligible for expense reimbursement under the terms of this Agreement shall be reimbursed in a manner intended to qualify for an exemption under § 409A of the Code, which shall include implementing the following limitations with respect to reimbursements: (1) the amount of such expenses eligible for reimbursement in any calendar year shall not affect the expenses eligible for reimbursement in another calendar year, (2) no such reimbursement may be exchanged or liquidated for another payment or benefit, (3) any reimbursements of such expenses shall be made as soon as practicable under the circumstances but in any event no later than the end of the calendar year following the calendar in which the related expenses were incurred, and (4) the Company's obligation to make reimbursements or to provide in-kind benefits that constitute deferred compensation under § 409A of the Code shall not extend beyond Executive's lifetime or, if later, the end of the twenty (20) year period which starts on the Effective Date.

(iii) The Company and Executive intend that each installment of payments and benefits provided under this Agreement shall be treated as a separate identified payment for purposes of § 409A of the Code and that neither the Company nor Executive shall have the right to accelerate or defer the delivery of any such payments or benefits if a determination is made in good faith that any such acceleration or deferral would present a risk that Executive would be subject to any tax under § 409A of the Code; provided, however, if the Applicable Pay Date is the Delayed Pay Date and Executive dies before such Delayed Pay Date, then any payments or benefits due on the Delayed Pay Date will be made before the end of the thirty (30) day period which starts on Executive's date of death or on the Delayed Pay Date, whichever comes first.

(iv) Executive acknowledges and agrees that nothing in this Agreement shall be construed as a guarantee or indemnity by the Company for the tax consequences to the payments and benefits called for under this Agreement, including any tax consequences under § 409A of the Code, and Executive agrees that Executive shall be responsible for paying all taxes due with respect to such payments made and benefits provided to Executive.

(j) References All references to sections (§) in this Agreement shall be to sections (§) of this Agreement except as expressly set forth in this Agreement.

(k) Accounting Discrepancies Executive shall be subject to any policy adopted by the Company after the Effective Date which is applicable to senior executives of the Company generally and which requires restitution by such an executive with respect to any payment made or benefit provided

to, or on behalf of, such an executive, the calculation of which is based in whole or in part on accounting discrepancies or erroneous financial information.

IN WITNESS WHEREOF, the Company and Executive hereto have duly executed and delivered this Employment Agreement as of the date first above written.

GLOBAL PAYMENTS INC.

By: /s/ Jeffrey S. Sloan

Name: Jeffrey S. Sloan

Title: Chief Executive Officer

EXECUTIVE:

/s/ Guido F. Sacchi

EXHIBIT A
Form of Release

This Release is granted effective as of the ____ day of ____, 20__, by _____ (“Executive”) in favor of Global Payments Inc. (the “Company”). This is the Release referred to that certain Employment Agreement effective as of _____ by and between the Company and Executive (the “Employment Agreement”). Executive gives this Release in consideration of the Company’s promises and covenants as recited in the Employment Agreement, with respect to which this Release is an integral part.

1. Release of the Company. Executive, for himself/herself, his/her successors, assigns, attorneys, and all those entitled to assert his/her rights, now and forever hereby releases and discharges the Company and its respective officers, directors, stockholders, trustees, employees, agents, parent corporations, subsidiaries, affiliates, estates, successors, assigns and attorneys (the “Released Parties”), from any and all claims, actions, causes of action, sums of money due, suits, debts, liens, covenants, contracts, obligations, costs, expenses, damages, judgments, agreements, promises, demands, claims for attorney’s fees and costs, or liabilities whatsoever, in law or in equity, which Executive ever had or now has against the Released Parties, including, without limitation, any claims arising by reason of or in any way connected with any employment relationship which existed between the Company or any of its parents, subsidiaries, affiliates, or predecessors, and Executive. It is understood and agreed that this Release is intended to cover all actions, causes of action, claims or demands for any damage, loss or injury, whether known or unknown, of any nature whatsoever, including those which may be traced either directly or indirectly to the aforesaid employment relationship, or the termination of that relationship, that Executive has, had or purports to have, from the beginning of time to the date of this Release, and including but not limited to claims for employment discrimination under federal or state law, except as provided in Paragraph 2; claims arising under the Age Discrimination in Employment Act, 29 U.S.C. § 621, et seq., Title VII of the Civil Rights Act, 42 U.S.C. § 2000(e), et seq. or the Americans With Disabilities Act, 42 U.S.C. § 12101 et seq.; claims for statutory or common law wrongful discharge, claims arising under the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.; claims for attorney’s fees, expenses and costs; claims for defamation; claims for emotional distress; claims for wages or vacation pay; claims for benefits, including any claims arising under the Executive Retirement Income Security Act, 29 U.S.C. § 1001, et seq.; and claims under any other applicable federal, state or local laws or legal concepts; provided, however, that nothing herein shall release the Company of (i) any indemnification obligations to Executive under the Company’s bylaws, certificate of incorporation, Delaware law or otherwise; (ii) obligations with respect to insurance coverage under any directors’ and officers’ liability insurance policies; (iii) any rights that Executive may have as a stockholder of the Company; or (iv) vested interests in any pension plan or other benefit or deferred compensation plan.

2. Release of Claims Under Age Discrimination in Employment Act. Without limiting the generality of the foregoing, Executive agrees that by executing this Release, he/she has released and waived any and all claims he/she has or may have as of the date of this Release for age discrimination under the Age Discrimination in Employment Act, 29 U.S.C. § 621, et seq. Executive acknowledges and agrees Executive has been, and hereby is, advised by Company to consult with an attorney prior to executing this Release. Executive further acknowledges and agrees that Company has offered Executive the opportunity, before executing this Release, to consider this Release for a period of twenty-one (21) calendar days; and that the consideration he/she receives for this Release is in addition to amounts to which he/she was already entitled. It is further understood that this Release is not effective until seven (7) calendar days after the execution of this Release and that Executive may revoke this Release within seven (7) calendar days from the date of execution hereof.

3. Non-Admission. It is understood and agreed by Executive that the payment made to him/her is not to be construed as an admission of any liability whatsoever on the part of the Company or any of the other Released Parties, by whom liability is expressly denied.

4. Non-Disparagement. Executive agrees that he/she or she will not in any way disparage Company, its affiliated and related companies, or their current and former employees, officers, directors, agents and representatives, or make or solicit any comments, statements, or the like to the media or to others that may be considered to be derogatory or detrimental to the good name or business reputation of any of the aforementioned parties or entities. This paragraph shall not limit the rights of Executive to provide testimony pursuant to a valid subpoena or in a judicial or administrative proceeding in which Executive is required to testify or otherwise as required by law or legal process.

5. Acknowledgement and Revocation Period. Executive agrees that he/she has carefully read this Release and is signing it voluntarily. Executive acknowledges that he/she has had twenty one (21) days from receipt of this Release to review it prior to signing or that, if Executive is signing this Release prior to the expiration of such 21-day period, Executive is waiving his/her right to review the Release for such full 21-day period prior to signing it. Executive has the right to revoke this release within seven (7) days following the date of its execution by Executive. In order to revoke this Release, Executive must deliver notice of the revocation in writing to Company's General Counsel before the expiration of the seven (7) day period. However, if Executive revokes this Release within such seven (7) day period, no severance benefit will be payable to him/her under the Employment Agreement and he/she shall return to the Company any such payment received prior to that date.

6. No Revocation After Seven Days. Executive acknowledges and agrees that this Release may not be revoked at any time after the expiration of the seven (7) day revocation period and that he/she will not institute any suit, action, or proceeding, whether at law or equity, challenging the enforceability of this Release. Executive further acknowledges and agrees that, with the exception of an action to challenge the waiver of claims under the ADEA, Executive shall not ever attempt to challenge the terms of this Release, attempt to obtain an order declaring this Release to be null and void, or institute litigation against the Company or any other Releasee based upon a claim that is covered by the terms of the release contained herein, without first repaying all monies paid to him/her under § 8 of the Employment Agreement. Furthermore, with the exception of an action to challenge his/her waiver of claims under the ADEA, if Executive does not prevail in an action to challenge this Release, to obtain an order declaring this Release to be null and void, or in any action against the Company or any other Releasee based upon a claim that is covered by the release set forth herein, Executive shall pay to the Company and/or the appropriate Releasee all their costs and attorneys' fees incurred in their defense of Executive's action.

7. Governing Law and Severability. This Release and the rights and obligations of the parties hereto shall be governed and construed in accordance with the laws of the State of Georgia. If any provision hereof is unenforceable or is held to be unenforceable, such provision shall be fully severable, and this document and its terms shall be construed and enforced as if such unenforceable provision had never comprised a part hereof, the remaining provisions hereof shall remain in full force and effect, and the court or tribunal construing the provisions shall add as a part hereof a provision as similar in terms and effect to such unenforceable provision as may be enforceable, in lieu of the unenforceable provision.

EXECUTIVE HAS CAREFULLY READ THIS RELEASE AND ACKNOWLEDGES THAT IT CONSTITUTES A GENERAL RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS AGAINST THE COMPANY UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT. EXECUTIVE ACKNOWLEDGES THAT HE/SHE HAS HAD A FULL OPPORTUNITY TO CONSULT WITH AN ATTORNEY OR OTHER ADVISOR OF HIS/HER CHOOSING CONCERNING HIS/HER EXECUTION

OF THIS RELEASE AND THAT HE/SHE IS SIGNING THIS RELEASE VOLUNTARILY AND WITH THE FULL INTENT OF
RELEASING THE COMPANY FROM ALL SUCH CLAIMS.

Date: _____

EMPLOYMENT AGREEMENT

BETWEEN

DAVID L. GREEN

AND

GLOBAL PAYMENTS INC.

Dated as of December 1, 2013

EMPLOYMENT AGREEMENT

CONTENTS

§ 1.	Effective Date	1
§ 2.	Employment	1
§ 3.	Employment Period	1
§ 4.	Extent of Service	2
§ 5.	Compensation and Benefits	2
	(a) Base Salary	2
	(b) Incentive and Savings Plans	2
	(c) Welfare Benefit Plans	3
	(d) Expenses	3
	(e) Additional Benefits	4
§ 6.	Change in Control	4
§ 7.	Termination of Employment	5
	(a) Death, Retirement or Disability	5
	(b) Termination by the Company Prior to a Change in Control	5
	(c) Resignation by Executive Prior to a Change in Control	6
	(d) Termination by the Company After a Change in Control	7
	(e) Resignation by Executive After a Change in Control	8
	(f) Notice of Termination	9
	(g) Date of Termination, "Separation from Service" and Applicable Pay Date	9
§ 8.	Obligations of the Company upon Termination	10
	(a) Prior to a Change in Control: Resignation by Executive for Good Reason; Termination by the Company Other Than for Cause or Disability	10
	(b) After or in Connection with a Change in Control: Resignation by Executive for Good Reason; Termination by the Company Other Than for Cause or Disability	12
	(c) In Anticipation of a Change in Control: Termination by the Company Other Than for Cause or Disability or Resignation by Executive for Good Reason	15
	(d) Death, Disability or Retirement	16
	(e) Cause or Voluntary Termination without Good Reason	17
§ 9.	Non-exclusivity of Rights	17
§ 10.	Costs of Enforcement	17
§ 11.	Representations and Warranties	17
§ 12.	Restrictions on Conduct of Executive	18
	(a) General	18
	(b) Definitions	18
	(c) Restrictive Covenants	20
	(d) Enforcement of Restrictive Covenants	21
§ 13.	Arbitration	22
§ 14.	Rabbi Trust	23
§ 15.	Assignment and Successors	23
§ 16.	Miscellaneous	23
	(a) Waiver	23
	(b) Severability	24
	(c) Other Agents	24
	(d) Entire Agreement	24

(e) Governing Law	24
(f) Notices	24
(g) Indemnification	24
(h) Amendments and Modifications	25
(i) § 409A	25
(j) References	26
(k) Accounting Discrepancies	26

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "Agreement") is made and entered into this 26th day of November, 2013 by and between Global Payments Inc., a Georgia corporation (the "Company"), and David L. Green ("Executive").

BACKGROUND

Executive shall serve as the Executive Vice President and General Counsel of the Company, or such other position as shall be assigned to him/her from time to time by the Company. Executive and the Company desire to memorialize the terms of such employment in this Agreement. In addition, the Compensation Committee of the Board of Directors of the Company (the "Committee") has determined that it is in the best interests of the Company and its stockholders to assure that the Company will have the continued dedication of Executive, notwithstanding the possibility, threat or occurrence of a Change in Control (as defined in § 6). As it is desired and anticipated that Executive will continue to be employed and provide services for the Company's successor for some period of time following a Change in Control, one purpose of this Agreement is to provide Executive with compensation and benefits arrangements which ensure that the compensation and benefits expectations of Executive will be satisfied and which are competitive with those of other corporations. Therefore, in order to accomplish these objectives, the Committee has caused the Company to enter into this Agreement. This Agreement supersedes any prior agreement or other communication (oral or written) regarding Executive's employment.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and Executive agree as follows:

§ 1. Effective Date This Agreement is effective as of December 1, 2013 (the "Effective Date").

§ 2. Employment Executive is hereby employed as the Executive Vice President and General Counsel of the Company. In such capacity, Executive shall have the duties and responsibilities commensurate with such position as shall be assigned to him/her by the Chief Executive Officer of the Company (the "Chief Executive Officer").

§ 3. Employment Period Subject to § 7, Executive's initial Employment Period pursuant to this Agreement shall be the period which starts on the Effective Date and then continues without interruption for the (3) consecutive year period which ends on November 30, 2016; provided, Executive's Employment Period shall automatically be extended for one additional year on December 1, 2015 and on each subsequent anniversary of such date unless either the Company or Executive provides notice (in accordance with § 16(f)) before such anniversary date that there will be no such extension. Executive's initial Employment Period and any subsequent extension of the initial Employment Period shall be referred to collectively as Executive's "Employment Period". A failure to extend Executive's Employment Period shall not be treated for any reason whatsoever as a termination of Executive's employment under § 7 unless the Company provides notice that there will be no such extension following a Change in Control and Executive's Employment Period would as a result of such notice end before the second anniversary of the date of such Change in Control, in which case Executive shall have the right to resign effective at any time during the 90-day period which starts on the date of such notice, and the date his/her resignation is effective shall be treated as a termination for Good Reason pursuant to § 7(e) of this Agreement and Executive shall receive all benefits called for under § 8(b) of this Agreement.

§ 4. Extent of Service During the Employment Period, Executive shall render his/her services to the Company (or to any successor, including a successor following a Change in Control) in conformity with the Company's policies and procedures (including but not limited to its Employee Code of Conduct and Ethics) and professional standards, in a prudent and workmanlike manner and in a manner consistent with the obligations imposed on officers of corporations under applicable law. Executive shall promote the interests of the Company and its subsidiaries in carrying out Executive's duties and shall not deliberately take any action which could, or fail to take any action which failure could, reasonably be expected to have a material adverse effect upon the business of the Company or any of its subsidiaries or any of their respective affiliates. Executive agrees to devote his/her business time, attention, skill and efforts exclusively to the faithful performance of his/her duties hereunder (both before and after a Change in Control); provided, however, that it shall not be a violation of this Agreement for Executive to (i) devote reasonable periods of time to charitable and community activities and, with the approval of the Chief Executive Officer, industry or professional activities; (ii) manage or participate in personal business interests and investments, so long as such activities do not, in the judgment of the Chief Executive Officer, materially interfere with the performance of Executive's responsibilities under this Agreement and comply with all Company policies and codes and all of Executive's covenants and agreements; and/or (iii) subject to the approval of the Committee, serve as a director, trustee, or member of a committee of any organization involving no conflict of interest with the interests of the Company so long as such activities do not, in the judgment of the Chief Executive Officer, materially interfere with the performance of Executive's responsibilities under this Agreement and comply with all Company policies and codes and all of Executive's covenants and agreements.

§ 5. Compensation and Benefits

(a) Base Salary During the Employment Period, the Company will pay to Executive a base salary in the amount of U.S. \$275,000 per year ("Base Salary"), less normal withholdings, payable in equal bi-weekly or other installments as provided under the Company's standard payroll practices in effect for senior executives from time to time. Executive's Base Salary will be reviewed at least annually and, subject to approval of the Committee, the Company may increase Executive's Base Salary from time to time. The periodic review of Executive's salary by the Committee will consider, among other things, Executive's own performance and the Company's performance.

(b) Incentive and Savings Plans During the Employment Period, Executive shall be entitled to participate in all incentive, retirement and savings plans, practices, policies and programs applicable generally to employees of the Company at the senior executive level, excluding the Chief Executive Officer. Certain executive programs will be made available on a selective basis at the discretion of the Chief Executive Officer, the Board of Directors of the Company (the "Board") or the Committee. Without limiting the foregoing, the following shall apply:

(i) Annual Bonus. Executive will have an annual bonus opportunity for each fiscal year of the Company based on the achievement of financial and performance objectives set by the Committee ("Bonus Opportunity"). The annual Bonus Opportunity and specific performance and financial objectives will be set forth in Executive's individual performance and incentive plan for each fiscal year. Executive's annual Bonus Opportunity at target levels for any year shall not be less than 50% of his/her then current Base Salary for such year. Executive must be an active employee on the date the annual bonuses are paid on a Company wide basis in order to be eligible to receive any bonus payment (except as otherwise expressly provided in § 8) unless Executive's employment terminates following a failure to extend his/her Employment Period in accordance with § 3, his/her employment terminates at or after the end of the applicable fiscal year and he/she satisfies all or substantially all of the performance requirements for a bonus for such fiscal year, in which event he/she shall be eligible for a bonus as determined by the Committee, and such bonus, if any, shall be paid no later than 2½ months after the end of such fiscal year.

(ii) Equity Awards. Executive will be eligible to participate in the Company's 2011 Incentive Equity Plan (the "2011 Plan") and any successor to such plan in accordance with the terms and conditions of the 2011 Plan and any successor to such plan. The Company may, from time to time, upon approval by the Committee, grant to Executive options to purchase shares of Company's no par value common stock ("Company Common Stock"), restricted Company Common Stock, restricted stock units, performance shares, and/or performance units and/or other Company Common Stock related grants as a long-term incentive for performance.

(c) Welfare Benefit Plans. During the Employment Period, Executive and Executive's family shall be eligible for participation in, and shall be eligible to receive, all benefits under the welfare benefit plans, practices, policies and programs provided by the Company, including, without limitation, medical, prescription, dental, disability, employee life, group life, accidental death and travel accident insurance plans and programs on the same basis as similarly situated executives of the Company (collectively "Welfare Plans").

(d) Expenses. During the Employment Period, Executive shall be entitled to receive prompt reimbursement for all reasonable expenses incurred by Executive in accordance with the policies, practices and procedures of the Company; provided, however, (i) the amount of such expenses eligible for reimbursement in any calendar year shall not affect the expenses eligible for reimbursement in another calendar year, (ii) no such reimbursement may be exchanged or liquidated for another payment or benefit, and (iii) any reimbursements of such expenses shall be made as soon as practicable under the circumstances but in any event no later than the end of the calendar year following the calendar year in which the related expenses are incurred.

(e) Additional Benefits. During the Employment Period, Executive shall be offered the opportunity to receive or participate in any additional benefits provided to similarly-situated executives of the Company in accordance with, and subject to the eligibility requirements of, the plans, practices, programs and policies of the Company and applicable laws and regulations. Executive also shall be entitled to vacation in accordance with the Company's then-current written vacation policy.

§ 6. Change in Control

(1) For the purposes of this Agreement, a "Change in Control" shall mean:

(a) The acquisition by any individual, entity or group (within the meaning of § 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) (a "Person") of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 35% or more of the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors (the "Outstanding Company Voting Securities"); provided, however, that for purposes of this subsection (a), the following acquisitions shall not constitute a Change in Control: (i) any acquisition by a Person who is on the Effective Date the beneficial owner of 35% or more of the Outstanding Company Voting Securities, (ii) any acquisition directly from the Company, (iii) any acquisition by the Company which reduces the number of Outstanding Company Voting Securities and thereby results in any person having beneficial ownership of more than 35% of the Outstanding Company Voting Securities, or (iv) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any corporation controlled by the Company, or (v) any acquisition by any corporation pursuant to a transaction which meets the requirements of clauses (i) and (ii) of subsection (b) of this § 6; or

(b) Consummation of a reorganization, merger or consolidation or sale or other disposition of all or substantially all of the assets of the Company (a “Business Combination”), in each case, unless, following such Business Combination, (i) all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the outstanding shares of the Company’s common stock (the “Outstanding Company Common Stock”) and Outstanding Company Voting Securities immediately prior to such Business Combination (individually a “Company Owner”) beneficially own, directly or indirectly, more than 50% of, respectively, the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from such Business Combination (including, without limitation, a corporation which as a result of such transaction owns the Company or all or substantially all of the Company’s assets either directly or through one or more subsidiaries) in substantially the same proportions as each Company Owner’s ownership, immediately prior to such Business Combination, of the Outstanding Company Common Stock and Outstanding Company Voting Securities, as the case may be, and (ii) no Person (excluding any Company Owner, the Company or any employee benefit plan (or related trust) of the Company or such corporation resulting from such Business Combination) beneficially owns, directly or indirectly, 35% or more of the combined voting power of the then outstanding voting securities of such corporation; or

(c) A majority of the individuals who, as of the Effective Date, constitute the Board of Directors of the Company (the “Incumbent Directors”) are replaced within a twelve (12) month period by directors whose appointment or election was not approved by a majority of the Incumbent Directors and who were elected as a result of an election contest with respect to the election or removal of directors (“Election Contest”) or other actual or threatened solicitation of proxies or consents by or on behalf of any “person” (such term for purposes of this definition being as defined in § 3(a)(9) of the Exchange Act, and as used in § 13(d)(3) and 14(d)(2) of the Exchange Act) other than the Incumbent Directors (“Proxy Contest”); provided that any person becoming a director after the Effective Date and whose election or nomination for election was approved by a vote of at least a majority of the Incumbent Directors then on the Board shall thereafter be an Incumbent Director.

(2) For purposes of this Agreement, a “§ 409A Change in Control” shall mean a “Change in Control” which also constitutes a change in ownership or effective control of the Company or a change in the ownership of a substantial portion of the assets of the Company, all within the meaning of § 409A of the Internal Revenue Code of 1986, as amended (the “Code”).

§ 7. Termination of Employment

(a) Death, Retirement or Disability Executive’s employment and the Employment Period shall terminate automatically upon Executive’s death or Retirement. For purposes of this Agreement, “Retirement” shall mean normal retirement under the Company’s then-current retirement plan, or if there is no such retirement plan, “Retirement” shall mean voluntary resignation after age 65 with at least ten years of service. If the Committee determines in good faith that the Disability of Executive has occurred (pursuant to the definition of Disability set forth in this § 7(a)), the Company may give to Executive written notice of its intention to terminate Executive’s employment. In such event, Executive’s employment with the Company shall terminate effective on the 30th day after receipt of such written notice by Executive (the “Disability Effective Date”), provided that, within the thirty (30) days after such receipt, Executive shall not have returned to full-time performance of Executive’s duties. For purposes of this Agreement, “Disability” shall mean the inability of Executive, as determined by the Committee, to substantially perform the essential functions of his/her regular duties and responsibilities with or without reasonable accommodation, due to a medically determinable physical or mental illness or other disability which has lasted (or can reasonably be expected to last) for a substantially continuous period of at least six consecutive months.

(b) Termination by the Company Prior to a Change in Control Prior to a Change in Control and on or after the second anniversary of the date of a Change in Control, the Company may terminate Executive's employment with or without Cause and, in respect of such termination of employment occurring prior to a Change in Control or on or after the second anniversary of the date of a Change in Control, the following definition of "Cause" shall apply:

"Cause" shall mean a determination by the Committee that:

(i) Executive has failed to perform substantially Executive's duties or responsibilities under this Agreement (other than any such failure resulting from incapacity due to physical or mental illness, and specifically excluding any failure by Executive, after reasonable efforts, to meet reasonable performance expectations), after a written demand for substantial performance is delivered to Executive by the Chief Executive Officer or the Chairman of the Committee which specifically identifies the manner in which such person believes that Executive has failed to substantially perform Executive's duties or responsibilities and which has not been cured to the satisfaction of such person within ten (10) business days of the written demand delivered to Executive; or

(ii) Executive engaged in any act of fraud, misappropriation, embezzlement or similar dishonest or wrongful act, including, without limitation, any violation of the Sarbanes-Oxley Act or similar laws or legal standards, but excluding for this purpose any non-criminal violation of Sarbanes-Oxley or similar laws or legal standards that has no adverse impact on the Company or its reputation and does not involve dishonesty or render Executive ineligible for any licensing, bonding or insurance coverage or for employment or engagement in any Company work or activity; or

(iii) Executive has engaged in the abuse of alcohol, prescription drugs or any substance which materially interferes with Executive's ability to perform Executive's duties and responsibilities under this Agreement or Executive has engaged in the use of illegal drugs; or

(iv) Executive has violated any laws, agreements or Company policies or codes prohibiting employment discrimination, harassment, conflicts of interest, retaliation, competition with the Company, solicitation of Company customers or employees on behalf of anyone other than Company, improper use or disclosure of Trade Secrets, Confidential Information or other proprietary information of the Company; or

(v) Executive has committed, been convicted for, or entered a plea of guilty or *nolo contendere* (or any plea of similar substance or effect) to, a felony or a crime involving dishonesty or other moral turpitude.

(c) Resignation by Executive Prior to a Change in Control Prior to a Change in Control and on or after the second anniversary of the date of a Change in Control, Executive may resign for "Good Reason" or no reason and, in respect of any such resignation occurring prior to a Change in Control or on or after the second anniversary of the date of a Change in Control, the following definition of "Good Reason" shall apply:

"Good Reason" shall mean:

(i) without the written consent of Executive, the assignment to Executive to a position materially different from the Executive Vice President and General Counsel of a publicly traded corporation having a class of securities registered pursuant to the Exchange Act; or

(ii) without the written consent of Executive, a reduction by the Company: (a) in Executive's Base Salary as in effect on the Effective Date or as the same may be increased from time to time (unless a similar reduction is made in the salary of similarly-situated senior executives); (b) in Executive's Bonus Opportunity at target level below the minimum set forth in § 5(b)(i) (unless a similar reduction is made in the bonus opportunity of similarly-situated senior executives); or (c) in the benefits pursuant to the Welfare Plans (unless a similar reduction is made in the benefits of similarly-situated senior executives); or

(iii) any failure by the Company to comply with and satisfy § 15(c); or

(iv) a requirement that Executive be based in any office or location other than in the greater metropolitan area of Atlanta, Georgia.

Notwithstanding the foregoing, no event or act or omission shall constitute "Good Reason" under this § 7(c) unless (i) Executive in accordance with § 16(f) provides notice of such event or act or omission to the Committee no later than thirty (30) days after Executive has knowledge of such event or act or omission, (ii) the Committee fails to remedy such event or act or omission within thirty (30) days of the receipt of such notice (the "Cure Period") and (iii) Executive resigns effective no later than ninety (90) days after the end of the Cure Period.

(d) Termination by the Company After a Change in Control On or after a Change in Control but before the second anniversary of the date of such Change in Control, the Company may terminate Executive's employment with or without Cause and, in respect of such termination of employment occurring on or after a Change in Control the following definition of "Cause" shall apply:

"Cause" shall mean:

(i) the willful and continued failure of Executive to perform substantially Executive's duties and responsibilities under this Agreement (other than any such failure resulting from incapacity due to physical or mental illness, and specifically excluding any failure by Executive, after reasonable efforts, to meet reasonable performance expectations), after a written demand for substantial performance is delivered to Executive by the Chief Executive Officer or the Chairman of the Committee which specifically identifies the manner in which such person believes that Executive has willfully and continually failed to substantially perform Executive's duties and responsibilities and which has not been cured to the reasonable satisfaction of such person within ten (10) business days of the written demand delivered to Executive; or

(ii) any act of fraud, misappropriation, embezzlement or similar dishonest or wrongful act by Executive, including, without limitation, any violation of the Sarbanes-Oxley Act or similar laws or legal standards, but excluding for this purpose any non-criminal violation of Sarbanes-Oxley or similar laws or legal standards that has no impact on the Company or its reputation and does not involve dishonesty or render Executive ineligible for any licensing, bonding or insurance coverage or for employment or engagement in any Company work or activity; or

(iii) Executive's abuse of alcohol, prescription drugs or any substance which materially interferes with Executive's ability to perform Executive's duties and responsibilities under this Agreement or Executive's use of illegal drugs; or

(iv) Executive's violation of any laws prohibiting employment discrimination, harassment, or retaliation or Executive's willful violation of any laws, agreements, or Company policies or codes prohibiting conflicts of interest, competition with the Company, solicitation of Company customers

or employees on behalf of anyone other than Company, improper use or disclosure of Trade Secrets, Confidential Information or other proprietary information of the Company; or

(v) Executive has committed, been convicted for, or entered a plea of guilty or *nolo contendere* (or any plea of similar substance or effect) to, a felony or a crime involving dishonesty or other moral turpitude.

(e) Resignation by Executive After a Change in Control On or after a Change in Control and before the second anniversary of the date of such Change in Control, Executive may resign for Good Reason or no reason and, in respect of any such resignation, the following definition of “Good Reason” shall apply:

“Good Reason” shall mean:

(i) the reason set forth in § 7(c)(i); or

(ii) without the written consent of Executive, the assignment to Executive of duties inconsistent with Executive’s position, authority, duties or responsibilities as contemplated by § 2, or any action by the Company that results in a diminution in such position, authority, duties or responsibilities (whether or not occurring solely as a result of the Company’s ceasing to be a publicly traded entity) which, in either case, is not rescinded within ten (10) days after the Committee receives written notice from Executive that he/she believes that the assignment or action constitutes Good Reason and that he/she intends to resign if it is not rescinded; or

(iii) without the written consent of Executive, and if Executive was reporting directly and exclusively to the Chief Executive Officer as of the date immediately prior to the Change in Control, the Company changes its reporting structure such that Executive no longer reports directly and exclusively to the Chief Executive Officer; or

(iv) a reduction by the Company without the written consent of Executive: (a) in Executive’s Base Salary as in effect on the Effective Date or as the same may be increased from time to time; (b) in Executive’s Bonus Opportunity at target level as the same may be increased from time to time; (c) in Executive’s long-term incentive opportunities, as determined by a third-party compensation firm chosen by the Company using generally accepted methodologies, which may include annualizing prior long-term incentive grants over more than one year and ignoring prior special retention or sign-on grants; or (d) in the benefits pursuant to the Welfare Plans (unless a similar reduction is made in the benefits of similarly-situated senior executives), and which reduction set forth in (a), (b), (c) or (d) of this § 7(e)(iv) is not rescinded within ten (10) days after the Company receives written notice from Executive that he/she believes that the reduction constitutes Good Reason and that he/she intends to resign if it is not rescinded; or

(v) the reason set forth in § 7(c)(iii); or

(vi) the reason set forth in § 7(c)(iv).

(f) Notice of Termination Any termination by the Company or resignation by Executive shall be communicated by Notice of Termination to the other party hereto given in accordance with § 16(f). For purposes of this Agreement, a “Notice of Termination” means a written notice which (i) states the specific termination provision in this Agreement relied upon, (ii) to the extent applicable, sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of Executive’s employment under the provision so indicated and (iii) specifies the applicable Date of Termination. The failure by Executive or the Company to set forth in the Notice of Termination any fact or circumstance which

contributes to a showing of Good Reason or Cause shall not waive any right of Executive or the Company, respectively, hereunder or preclude Executive or the Company, respectively, from asserting such fact or circumstance in enforcing Executive's or the Company's rights hereunder.

(g) Date of Termination, "Separation from Service" and Applicable Pay Date

(i) "Date of Termination" means (1) if Executive resigns for Good Reason, the date specified in the Notice of Termination, provided that (i) the Committee may specify any earlier Date of Termination and (ii) the Date of Termination specified in the notice shall not be less than sixty (60) days after the date of delivery of the notice if the resignation is for Good Reason following a Change in Control, (2) if Executive's employment is terminated by the Company other than by reason of Disability, the date of receipt of the Notice of Termination, or any later date specified therein, or (3) if Executive's employment is terminated by reason of death, Disability or Retirement, the Date of Termination will be the date of death or Retirement, or the Disability Effective Date, as the case may be.

(ii) "Separation from Service" means a "separation from service" within the meaning of § 409A of the Code which occurs in connection with Executive's termination of employment, and the Company and Executive acknowledge and agree that such a "separation from service" may come before, after or coincide with Executive's Date of Termination.

(iii) "Applicable Pay Date" means the date that Executive has a Separation from Service (which date shall be referred to as the "Immediate Pay Date") or, if the Company determines that making a payment or providing a benefit to Executive on the Immediate Pay Date would require the Company to report all or any part of such payment or benefit to the Internal Revenue Service as subject to taxation under § 409A of the Code, the date that is six (6) months and one (1) day after the date Executive has a Separation from Service (which date shall be referred to as the "Delayed Pay Date").

§ 8. Obligations of the Company upon Termination

(a) Prior to a Change in Control: Resignation by Executive for Good Reason; Termination by the Company Other Than for Cause or Disability If, prior to a Change in Control or on or after the second anniversary of the date of a Change in Control, the Company shall terminate Executive's employment other than for Cause or Disability or Executive shall resign for Good Reason, then (and with respect to the payments and benefits described in clauses (ii) through (ix) of this § 8(a), only if Executive executes (and does not revoke) a Release in substantially the form of Exhibit A hereto (the "Release") within sixty (60) days of the Date of Termination):

(i) the Company will pay to Executive in a lump sum in cash within thirty (30) days after the Date of Termination the sum of (A) Executive's Base Salary (as in effect on the Date of Termination) earned through the Date of Termination to the extent not theretofore paid, (B) Executive's business expenses for which reimbursement has been requested pursuant to the Company's expense reimbursement policy but which have not been reimbursed before Executive's applicable Date of Termination and (C) Executive's Annual Bonus, if any, earned for the fiscal year immediately preceding the fiscal year in which the Date of Termination occurs, if such bonus has been certified as payable by the Committee but has not been paid before the Date of Termination (the sum of the amounts described in clauses (A), (B) and (C) shall be referred to as the "Accrued Obligations"), and

(ii) (A) if the Applicable Pay Date is the Delayed Pay Date, the Company will pay Executive on the Delayed Pay Date a lump sum equal to the amount of the Base Salary (as in effect on the Date of Termination or, if Executive terminates employment pursuant to § 7(c)(ii) upon a reduction in

Executive's Base Salary, as in effect immediately prior to such reduction in Base Salary) Executive would have earned if Executive had been continuously employed by Company from the Date of Termination until the Delayed Pay Date or (B) if the Applicable Pay Date is the Immediate Pay Date, the Company will continue to pay Executive an amount equal to his/her monthly Base Salary (as in effect on the Date of Termination or, if Executive terminates employment pursuant to § 7(c)(ii) upon a reduction in Executive's Base Salary, as in effect immediately prior to such reduction in Base Salary) until payments begin under § 8(a)(iii) without any duplication of payments between this § 8(a)(ii) and § 8(a)(iii); provided, however, that the Company shall have no obligation to make any such payment or payments if Executive has violated any of the Restrictive Covenants (as defined in § 12 of this Agreement) and failed to remedy such violation to the satisfaction of the Board within ten (10) days of notice of such violation; and

(iii) commencing on the seven (7) month anniversary of the date Executive has a Separation from Service, the Company will continue to pay Executive an amount equal to his/her monthly Base Salary (as in effect on the Date of Termination or, if Executive terminates employment pursuant to § 7(c)(ii) upon a reduction in Executive's Base Salary, as in effect immediately prior to such reduction in Base Salary) for a period of twelve (12) consecutive months, payable in equal monthly or more frequent installments in accordance with the Company's then standard payroll practices; provided, however that the Company's obligation to make or continue such payments shall cease if Executive is or becomes employed with a Competitor (as defined in this § 8(a) below) during the eighteen (18) month period following the Date of Termination or if Executive violates any of the Restrictive Covenants (as defined in § 12) and fails to remedy such violation to the satisfaction of the Board within ten (10) days of notice of such violation; and

(iv) Executive will have the right to elect continuation of health care coverage under the Company's group health plan in accordance with "COBRA," and the Company shall pay (and report as taxable income to Executive) all premiums for such COBRA coverage for Executive and his/her covered dependents for the twelve (12) month period immediately following the Date of Termination, *provided, however*, that the obligation of the Company to pay the cost for such COBRA coverage shall terminate upon Executive's obtaining other employment if health care coverage is provided by the new employer; and

(v) the Company will pay Executive a pro-rated annual bonus for the fiscal-year in which the Date of Termination occurs equal to (i) the amount Executive would have earned, if any, under § 5(b)(i) for the year of termination based on actual financial performance for such fiscal year, times (ii) a fraction, the numerator of which is the number of full months in the fiscal year preceding the Date of Termination and the denominator of which is 12; provided that such bonus shall be paid only if the pre-established performance targets are in fact certified by the Committee to have been met, and such bonus shall be paid in a single lump sum cash payment no later than 2½ months after the end of the fiscal year in which the bonus is earned; and

(vi) all grants of restricted Company Common Stock or units which represent shares of Company Common Stock ("Restricted Stock") held by Executive as of the Date of Termination will become immediately vested as of the Date of Termination; and

(vii) all of Executive's options to acquire Company Common Stock or appreciation rights with respect to shares of Company Common Stock ("Options") that would have become vested (by lapse of time) within the 24-month period immediately following the Date of Termination had Executive remained employed during such period will become immediately vested as of the Date of Termination; and

(viii) all of Executive's vested but unexercised Options as of the Date of Termination (including those with accelerated vesting pursuant to § 8(a)(vii)) shall remain exercisable through the earlier

of (A) the original expiration date of the Option, (B) the 90th day following the Date of Termination, or (C) the date that is the 10th anniversary of the original date of grant of the Option; and

(ix) as for any outstanding grant of performance-based restricted stock units which represent a right to receive Company Common Stock contingent on the satisfaction of the related performance requirements and for which the Date of Termination falls during a Performance Cycle (as defined in the applicable award agreement), the Committee shall certify the results and shall deliver to Executive 50% of the number of whole number of the shares of Company Common Stock, if any, that vested based on the actual satisfaction of such performance requirements no later than 2½ months after the last day of the period in which such Performance Cycle ends; and,

(x) to the extent not theretofore paid or provided, the Company will timely pay or provide, pursuant to the timing rules of the controlling terms of any plan, program, policy, practice, contract or agreement of the Company, any other amounts or benefits, including but not limited to, previously earned but unpaid annual incentive awards, previously earned but unpaid long-term incentive awards, and properly documented and approved but unpaid business expenses, required to be paid or provided or which Executive is eligible to receive under any such plan, program, policy or practice or contract or agreement of the Company (such other amounts and benefits shall be hereinafter referred to as the “Other Benefits”);

For purposes of § 8(a)(iii) only, “Competitor” means any of the following companies and all their parents, subsidiaries, or affiliates who engage in Competitive Services (as defined in § 12(b)) and all of the successors in interest to any of the foregoing: TSYS Acquiring Solutions, Chase Paymentech Solutions, First Data Corporation, Total System Services, Inc., Vantiv, Wells Fargo Merchant Services, Heartland Payment Systems, First National Merchant Solutions, RBS Lynk, TransFirst Holdings, iPayment, BA Merchant Services, NPC, Elavon Merchant Services and Moneris Solutions.

(b) After or in Connection with a Change in Control: Resignation by Executive for Good Reason: Termination by the Company Other Than for Cause or Disability If there occurs a Change in Control and the Company shall terminate Executive’s employment other than for Cause or Disability before the second anniversary of such Change in Control or Executive shall resign for Good Reason before the second anniversary of such Change in Control, then (and with respect to the payments and benefits described in clauses (ii) through (x) of this § 8(b), only if Executive executes (and does not revoke) the Release within sixty (60) days of the Date of Termination):

(i) the Company (or its successor) shall pay to Executive the Accrued Obligations in a lump sum in cash within thirty (30) days after the Date of Termination; and

(ii) the Company (or its successor) will pay Executive two (2) times the amount of Base Salary (as in effect on the Date of Termination or, if Executive terminates employment pursuant to § 7(e)(iv) as in effect immediately prior to such reduction in Base Salary), provided however, that the Company (or its successor) shall have no obligation to make any payment under this § 8(b)(ii) if Executive has violated any of the Restrictive Covenants (as defined in § 12) and failed to remedy such violation to the satisfaction of the Board within ten (10) days of notice of such violation. If the Change in Control is a § 409A Change in Control, the two (2) times Base Salary amount payable under this § 8(b)(ii) will be paid in a single lump sum on the Applicable Pay Date. However, if the Change in Control is not a § 409A Change in Control, the two (2) times Base Salary amount payable under this § 8(b)(ii) will be paid in three (3) parts--

(A) the first part will be paid in the amount and at the time and in the form called for in § 8(a)(ii),

(B) the second part will be paid in the amount and at the time and in the form called for in § 8(a)(iii), and

(C) the balance will be paid in a single lump sum on the date that is nine (9) months and one (1) day after the date of Executive's Separation from Service which is related to such termination of employment; and

(iii) as additional severance (and not in lieu of any bonus for the fiscal year in which the Date of Termination occurs), the Company (or its successor) will pay Executive a lump sum equal to two (2) times the amount of Executive's target Bonus Opportunity (as in effect on the Date of Termination or, if Executive terminates employment pursuant to § 7(e)(iv) as in effect immediately prior to such reduction in Bonus Opportunity) on the date that is nine (9) months and one (1) day after the date of Executive's Separation from Service which is related to such termination of employment; provided however, that the Company shall have no obligation to make any payment under this § 8(b)(iii) if Executive has violated any of the Restrictive Covenants (as defined in § 12) and failed to remedy such violation to the satisfaction of the Board within ten (10) days of notice of such violation; and

(iv) Executive will have the right to elect continuation of health care coverage under the Company's group health plan in accordance with "COBRA," and the Company shall pay (and report as taxable income to Executive) all premiums for such COBRA coverage for Executive and his/her covered dependents for the eighteen (18) month period immediately following the Date of Termination, *provided, however*, that the obligation of the Company to pay the cost for such COBRA coverage shall terminate upon Executive's obtaining other employment if such health care coverage is provided by the new employer; and

(v) Executive will be entitled to a pro-rated bonus under § 5(b)(i) for the fiscal year in which the Date of Termination occurs, the amount and timing of which shall depend upon when the Date of Termination occurs, as follows:

(1) if the Date of Termination occurs before the end of the fiscal year in which the Change in Control occurred, the pro-rated bonus will equal (a) 100% of Executive's then current target Bonus Opportunity, times (ii) a fraction, the numerator of which is the number of full months in the fiscal year preceding the Date of Termination and the denominator of which is 12, and such pro-rated bonus shall be paid no later than 2½ months after the end of the Company's fiscal year which includes Executive's Date of Termination; or

(2) if the Date of Termination occurs during a fiscal year that began after the Change in Control occurred, the pro-rated bonus (based on the number of full months in the fiscal year preceding the Date of Termination as described in § 8(b)(v)(1)) will be based on actual performance results as certified by the Committee at the end of the fiscal year and will be paid to Executive no later than 2½ months after the end of the Company's fiscal year which includes Executive's Date of Termination; and

(vi) all grants of Restricted Stock held by Executive as of the Date of Termination will become immediately vested as of the Date of Termination; and

(vii) all of Executive's Options held by Executive as of the Date of Termination will become immediately vested and exercisable as of the Date of Termination; and

(viii) all of Executive's vested but unexercised Options as of the Date of Termination (including those with accelerated vesting pursuant to § 8(b)(vii)) will remain exercisable through the earlier

of (A) the original expiration date of the Option, or (B) the 90th day following the Date of Termination, or (C) the date that is the 10th anniversary of the original date of grant of the Option; and

(ix) as for any outstanding grant of performance-based restricted stock units for which the Date of Termination falls during a Performance Cycle (as defined in the applicable award agreement), the Company will transfer to Executive fully vested shares of Company Common Stock, the number and timing of which shall depend upon when the Date of Termination occurs, as follows:

(1) if the Date of Termination occurs before the end of the Performance Cycle in which the Change in Control occurred, Executive will be entitled at the Date of Termination to receive shares of fully vested Company Common Stock equal to the number of shares that would have been awarded assuming the performance goals had been reached at target levels, which shares will be delivered to Executive no later than 2½ months after the end of the Performance Cycle which includes the Date of Termination; or

(2) if the Date of Termination occurs after the end of the Performance Cycle in which the Change in Control occurred, but prior to the transfer of Restricted Stock to Executive with respect to such Performance Cycle, Executive will be entitled at the Date of Termination to receive shares of fully vested Company Common Stock equal to the higher of (A) the number of shares that would have been awarded assuming the performance goals had been reached at target levels, or (B) the number of shares that would have been awarded based on actual performance against the performance goal as certified by the Committee, which shares will be delivered to Executive no later than 2½ months after the end of the Performance Cycle which included the Date of Termination; or

(3) if the Date of Termination occurs during a Performance Cycle that began after the Change in Control occurred, Executive will be entitled to receive shares of fully vested Company Common Stock equal to the number of shares that would have been awarded based on the actual results as certified by the Committee at the end of the Performance Cycle, which shares shall be delivered to Executive no later than 2 ½ months after the end of such Performance Cycle; and

(x) to the extent not theretofore paid or provided, the Company will timely pay or provide to Executive his/her Other Benefits pursuant to the timing rules of the controlling terms of any plan, program, policy, practice, contract or agreement of the Company.

(c) In Anticipation of a Change in Control: Termination by the Company Other Than for Cause or Disability or Resignation by Executive for Good Reason If Executive's employment is terminated by the Company other than for Cause (as defined in § 7(d)) or Disability (as defined in § 7(a)) or Executive resigns for Good Reason (as defined in § 7(e)) after the issuance of press release or a filing is made with the Securities and Exchange Commission regarding a transaction which could lead to a Change in Control and there is a Change in Control as a result of the consummation of such transaction no later than nine (9) months and one (1) day after the date of Executive's Separation from Service which is related to such termination of employment, then

(A) Executive will continue to be eligible to receive his/her benefits under § 8(a) in the amount and form and at the time provided in § 8(a), but

(B) Executive will in addition receive the benefits described in § 8(b), if greater, as if his/her employment had been terminated without Cause (as defined in § 7(d)) or he/she had resigned for Good Reason (as defined in § 7(e)) at the consummation of such Change in Control, provided

Executive immediately following the Change in Control shall have timely executed and not revoked the Release described in § 8(b), and, further provided

(1) there will under no circumstances be any duplication whatsoever of any payments or benefits between this § 8(c)(B) and § 8(c)(A),

(2) the additional severance benefits provided under § 8(b)(ii)(C) and the severance benefits provided under § 8(b)(iii) will both be paid in a single lump sum on the date that is nine (9) months and one (1) day after the date of Executive's Separation from Service which is related to such termination of employment,

(3) if the Change in Control occurs before the date the pro-rated annual bonus provided under § 8(a)(v) is scheduled to be paid, then Executive will be entitled to the greater of either the pro-rated annual bonus determined and paid under § 8(a)(v) or the pro-rated bonus determined under § 8(b)(v)(1) but paid in the form and at the time called for under § 8(a)(v),

(4) any outstanding Options which failed to vest under § 8(a)(vii) will vest under § 8(b)(vii) at the Change in Control, and the date of the Change of Control will be treated under § 8(b)(viii) as Executive's Date of Termination,

(5) if the Change in Control occurs before the date that shares of Company Common Stock relating to any outstanding grant of performance-based restricted stock units under § 8(a)(ix) are scheduled to be delivered, Executive will be entitled to either the greater of the number of shares of Company Common Stock to be delivered under § 8(a)(ix) or the number to be delivered under § 8(b)(ix), which will be delivered in the form and at the time such shares of Company Common Stock are otherwise scheduled to be delivered under § 8(a)(v),

(6) any amount payable under this § 8(c) that is deferred compensation under § 409A of the Code and that cannot be paid by the latest date on which such amount could be paid without triggering taxation under § 409A of the Code shall be forfeited, and

(7) the Company's obligation to make any payments under this § 8(c) shall cease if Executive violates any of the Restrictive Covenants (as defined in § 12) and fails to remedy such violation within ten (10) business days of notice detailing such violation to the reasonable satisfaction of the Board.

(d) Death, Disability or Retirement Upon the Date of Termination due to Executive's death, Disability (as defined in § 7(a)), or Retirement (as defined in § 7(a)), (i) all grants of Restricted Stock held by Executive as of the Date of Termination will become immediately vested as of the Date of Termination; (ii) all Options held by Executive as of the Date of Termination will become immediately vested and exercisable as of the Date of Termination, (iii) in the case of termination on account of Retirement, the number of performance-based restricted stock units earned shall be determined at the end of the Performance Cycle (as defined in the applicable award agreement) based on the actual performance as of the end of the Performance Cycle as certified by the Committee and, upon such certification (and in no event later than 2 ½ months after the end of the Performance Cycle), the Company shall deliver to Executive or Executive's beneficiary, as applicable, shares of fully vested Company Common Stock in an amount equal to the number of shares that would have been awarded based on the actual results; and (iv) in the case of termination on account of death or Disability only, all performance-based restricted stock units held by Executive as of the Date of Termination will vest at the target level and the Company shall deliver to Executive or Executive's beneficiary, as applicable, within sixty (60) days after the Date of Termination, fully vested

Company Common Stock equal to the number of shares that would have been awarded assuming the performance goals had been reached at target levels. All of Executive's vested but unexercised Options as of the Date of Termination (including those with accelerated vesting pursuant to the foregoing sentence) shall remain exercisable through the earliest of (A) the original expiration date of the Option, (B) the 90th day following the Date of Termination or such longer period as specified in the plan document governing the applicable award, or (C) the date that is the 10th anniversary of the original date of grant of the Option. For the period of months required by COBRA after the Date of Termination due to Executive's death, Disability (as defined in § 7(a)), or Retirement (as defined in § 7(a)), Executive or his/her dependents shall have the right to elect continuation of healthcare coverage under the Company's group plan (if allowed by the plan) in accordance with "COBRA" provided Executive or his/her dependents shall pay the entire cost of such coverage. Except as set forth in this § 8(d) and regardless of whether or not a Change in Control shall have occurred, if Executive's employment is terminated by reason of Executive's death, Disability or Retirement, this Agreement shall terminate without further obligations to Executive or his/her estate or legal representatives under this Agreement, other than for payment of Accrued Obligations and the timely payment or provision of Other Benefits as provided in § 8(a)(x). Accrued Obligations shall be paid to Executive's estate or beneficiary, as applicable, in a lump sum in cash within thirty (30) days after the Date of Termination. With respect to the provision of Other Benefits, the term Other Benefits as used in this § 8(d) shall include, without limitation, and Executive or his/her estate and/or beneficiaries shall be entitled to receive, benefits under such plans, programs, practices and policies relating to death, disability or retirement benefits, if any, as are applicable to Executive on the Date of Termination.

(e) Cause or Voluntary Termination without Good Reason Regardless of whether or not a Change in Control shall have occurred, if Executive's employment shall be terminated for Cause, or if Executive voluntarily resigns without Good Reason, the Company's obligations under this Agreement to Executive shall terminate, other than for payment of Accrued Obligations and the timely payment or provision of Other Benefits. Accrued Obligations shall be paid to Executive in a lump sum in cash within thirty (30) days after the Date of Termination. For the period required by COBRA after the Date of Termination for Cause or for the voluntary termination by Executive, Executive shall have the right to elect continuation of healthcare coverage under the Company's group plan in accordance with "COBRA" provided Executive shall pay the entire cost of such coverage.

§ 9. Non-exclusivity of Rights Nothing in this Agreement shall prevent or limit Executive's continuing or future participation in any plan, program, policy or practice provided by the Company and for which Executive may qualify, nor, subject to § 16(d), shall anything herein limit or otherwise affect such rights as Executive may have under any contract or agreement with the Company. Amounts which are vested benefits or which Executive is otherwise entitled to receive under any plan, policy, practice or program of or any contract or agreement with the Company at or subsequent to the Date of Termination shall be payable in accordance with such plan, policy, practice or program or contract or agreement except as explicitly modified by this Agreement.

§ 10. Costs of Enforcement In no event shall Executive be obligated to seek other employment by way of mitigation of the amounts payable to Executive under any of the provisions of this Agreement and such amounts shall not be reduced whether or not Executive obtains other employment. In any action taken in good faith relating to the enforcement of this Agreement or any provision herein, including any arbitration provision in § 13, Executive shall be entitled to be paid any and all costs and expenses incurred by him/her in enforcing or establishing his/her rights thereunder, including, without limitation, reasonable attorneys' fees, and whether or not incurred in trial, bankruptcy or appellate proceedings, but only if Executive is successful on at least one material issue raised in the enforcement proceeding. Any costs or expenses that otherwise meet the requirements for reimbursement under this § 10 shall be reimbursed within 120 days of

submission by Executive for a request for reimbursement, but in no event later than the last day of Executive's taxable year following the taxable year in which Executive becomes entitled to such reimbursement by reason of being successful on at least one material issue (provided a request for reimbursement has been made).

§ 11. Representations and Warranties Executive hereby represents and warrants to the Company that Executive is not a party to, or otherwise subject to, any covenant not to compete with any person or entity, and Executive's execution of this Agreement and performance of his/her obligations hereunder will not violate the terms or conditions of any contract or obligation, written or oral, between Executive and any other person or entity.

§ 12. Restrictions on Conduct of Executive

(a) General Executive and the Company understand and agree that the purpose of the provisions of this § 12 is to protect legitimate business interests of the Company, as more fully described below, and is not intended to eliminate Executive's post-employment competition with the Company per se, nor is it intended to impair or infringe upon Executive's right to work, earn a living, or acquire and possess property from the fruits of his/her labor. Executive hereby acknowledges that the post-employment restrictions set forth in this § 12 are reasonable and that they do not, and will not, unduly impair his/her ability to earn a living after the termination of this Agreement. Therefore, subject to the limitations of reasonableness imposed by law, Executive shall be subject to the restrictions set forth in this § 12. For the purposes of this § 12, "Company" shall be deemed to include Company and all its parents, affiliates, subsidiaries and successors.

(b) Definitions The following terms used in this § 12 shall have the meanings assigned to them below, which definitions shall apply to both the singular and the plural forms of such terms:

"Competitive Position" means any employment with a Competitor in which Executive has duties for such Competitor that relate to Competitive Services and that are the same or similar to those services actually performed by Executive for the Company.

"Competitive Services" means services competitive with the business activities engaged in by the Company as of the Determination Date, which include, but are not limited to, the provision of products and services to facilitate or assist with the movement in electronic commerce of payment and financial information, merchant processing, merchant acquiring, credit and debit transaction processing, check guarantee and verification, electronic authorization and capture, terminal management services, purchase card services, financial electronic data interchange, cash management services, and wire transfer services.

"Competitor" means any individual, corporation, partnership, joint venture, limited liability company, association, or other entity or enterprise which is engaged, wholly or in part, in Competitive Services, including but not limited to the following companies, all of whom engage in Competitive Services (and all of their parents, subsidiaries, or affiliates who engage in Competitive Services) and all of the successors in interest to any of the foregoing: TSYS Acquiring Solutions, Chase Paymentech Solutions, First Data Corporation, Total System Services, Inc., Vantiv, Wells Fargo Merchant Services, Heartland Payment Systems, First National Merchant Solutions, RBS Lynk, TransFirst Holdings, iPayment, BA Merchant Services, NPC, Elavon Merchant Services and Moneris Solutions.

"Confidential Information" means all information regarding the Company, its activities, business or clients that is the subject of reasonable efforts by the Company to maintain its confidentiality and that is not generally disclosed by practice or authority to persons not employed by the

Company, but that does not rise to the level of a Trade Secret. “Confidential Information” shall include, but is not limited to, financial plans and data concerning the Company; management planning information; business plans; operational methods; market studies; marketing plans or strategies; product development techniques or plans; lists of current or prospective customers; details of customer contracts; current and anticipated customer requirements; past, current and planned research and development; business acquisition plans; and new personnel acquisition plans. “Confidential Information” shall not include information that has become generally available to the public by the act of one who has the right to disclose such information without violating any right or privilege of the Company. This definition shall not limit any definition of “confidential information” or any equivalent term under state or federal law.

“Determination Date” means the date of termination of Executive’s employment with the Company for any reason whatsoever or any earlier date of an alleged breach of the Restrictive Covenants by Executive.

“Person” means any individual or any corporation, partnership, joint venture, limited liability company, association or other entity or enterprise.

“Principal or Representative” means a principal, owner, partner, shareholder, joint venturer, investor, member, trustee, director, officer, manager, employee, agent, representative or consultant.

“Protected Customers” means any Person to whom the Company has sold or provided its products or services, or actively solicited to sell or provide its products or services, during the twelve (12) months prior to the Determination Date.

“Protected Employees” means employees of the Company who were employed by the Company at any time within six (6) months prior to the Determination Date.

“Restricted Period” means the Employment Period and a period extending two (2) years from the termination of Executive’s employment with the Company.

“Restricted Territory” means the area in which the Company conducts business, which includes the entire United States.

“Restrictive Covenants” means the restrictive covenants contained in § 12(c) hereof.

“Trade Secret” means all information, without regard to form, including, but not limited to, technical or non-technical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, distribution lists or a list of actual or potential customers, advertisers or suppliers which is not commonly known by or available to the public and which information: (A) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (B) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Without limiting the foregoing, Trade Secret means any item of Confidential Information that constitutes a “trade secret(s)” under the common law or applicable state law.

(c) Restrictive Covenants

(i) Restriction on Disclosure and Use of Confidential Information and Trade Secrets. Executive understands and agrees that the Confidential Information and Trade Secrets constitute valuable assets of the Company and its affiliated entities, and may not be converted to Executive’s own use. Accordingly, Executive hereby agrees that Executive shall not, directly or indirectly, at any time during the

Employment Period or at any time following the end of the Employment Period for any reason reveal, divulge, or disclose to any Person not expressly authorized to receive such information by the Company any Confidential Information or Trade Secrets that have not at the time ceased to be Confidential Information or Trade Secrets, and Executive shall not, directly or indirectly, at any time during the Employment Period or at any time following the end of the Employment Period for any reason use or make use of any Confidential Information or Trade Secrets that have not at the time ceased to be Confidential Information or Trade Secrets other than on behalf of, and for the benefit of, the Company. The parties acknowledge and agree that this Agreement is not intended to, and does not reduce or limit either the Company's rights or Executive's obligations under any state or federal statutory or common law regarding trade secrets and unfair trade practices.

Anything herein to the contrary notwithstanding, Executive shall not be restricted from disclosing or using Confidential Information that is required to be disclosed by law, court order or other legal process; provided, however, that in the event disclosure is required by law, Executive shall provide the Company with prompt notice of such requirement so that the Company may seek an appropriate protective order prior to any such required disclosure by Executive.

(ii) Non-solicitation of Protected Employees. Executive understands and agrees that the relationship between the Company and each of its Protected Employees constitutes a valuable asset of the Company and may not be converted to Executive's own use. Accordingly, Executive hereby agrees that during the Restricted Period Executive shall not directly or indirectly on Executive's own behalf or as a Principal or Representative of any Person or otherwise solicit or induce any Protected Employee with whom Executive worked or otherwise had material contact through his/her employment with the Company to terminate his/her employment relationship with the Company or to enter into employment with any other Person.

(iii) Restriction on Relationships with Protected Customers. Executive understands and agrees that the relationship between the Company and each of its Protected Customers constitutes a valuable asset of the Company and may not be converted to Executive's own use. Accordingly, Executive hereby agrees that, during the Restricted Period, Executive shall not, without the prior written consent of the Company, directly or indirectly, on Executive's own behalf or as a Principal or Representative of any Person, solicit, divert, take away or attempt to solicit, divert or take away a Protected Customer for the purpose of providing or selling Competitive Services; provided, however, that the prohibition of this covenant shall apply only to Protected Customers with whom Executive had Material Contact on the Company's behalf during the twelve (12) months immediately preceding the termination of his/her employment hereunder. For purposes of this Agreement, Executive shall be deemed to have "Material Contact" with a Protected Customer if (a) he/she had business dealings with the Protected Customer on the Company's behalf, or (b) he/she was responsible for supervising or coordinate the dealings between the Company and the Protected Customer.

(iv) Non-competition with the Company. Executive acknowledges: (A) that Executive's services under this Agreement require special expertise and talent in the provision of Competitive Services and that Executive will have substantial contacts with customers, suppliers, advertisers and vendors of the Company throughout the geographic area in which the Company conducts business; (B) that pursuant to this Agreement, Executive will be placed in a position of trust and responsibility and he/she will have access to a substantial amount of Confidential Information and Trade Secrets relating to all aspects of the Company's business and that the Company is placing him/her in such position and giving him/her access to such information in reliance upon his/her agreement not to compete with the Company during the Restricted Period; (C) that due to his/her management duties, Executive will be the repository of a substantial portion of the goodwill of the Company, will be involved with all aspects of the Company's business throughout the

geographic area in which the Company does business, and would have an unfair advantage in competing with the Company; (D) that due to Executive's special experience and talent, the loss of Executive's services to the Company under this Agreement cannot reasonably or adequately be compensated solely by damages in an action at law; (E) that Executive is capable of competing with the Company; and (F) that Executive is capable of obtaining gainful, lucrative and desirable employment that does not violate the restrictions contained in this Agreement. In consideration of the compensation and benefits being paid and to be paid by the Company to Executive hereunder, Executive hereby agrees that, during the Restricted Period, Executive will not, without prior written consent of the Company, directly or indirectly seek or obtain a Competitive Position, or otherwise engage, on Executive's own behalf or on behalf of another, in Competitive Services, in the Restricted Territory; provided, however, that (1) the provisions of this Agreement shall not be deemed to prohibit the ownership by Executive of any securities of the Company or its affiliated entities or not more than five percent (5%) of any class of securities of any corporation having a class of securities registered pursuant to the Exchange Act; (2) for purposes of this § 12(c)(iv) only, the Restricted Period shall be reduced to eighteen (18) months if Executive's employment is terminated by Company or Executive pursuant to § 8(a) (Prior to a Change in Control: Resignation by Executive for Good Reason; Termination by the Company Other Than for Cause or Disability); and (3) this § 12(c)(iv) shall lapse and terminate at the end of the Employment Period if the Company gives notice to Executive pursuant to § 3 that this Agreement will not be extended.

(d) Enforcement of Restrictive Covenants

(i) Rights and Remedies Upon Breach. In the event Executive breaches, or threatens to commit a breach of, any of the provisions of the Restrictive Covenants, the Company shall have the following rights and remedies, which shall be independent of any others and severally enforceable, and shall be in addition to, and not in lieu of, any other rights and remedies available to the Company at law or in equity:

(A) the right and remedy to enjoin, preliminarily and permanently, Executive from violating or threatening to violate the Restrictive Covenants and to have the Restrictive Covenants specifically enforced by any court of competent jurisdiction, it being agreed that any breach or threatened breach of the Restrictive Covenants would cause irreparable injury to the Company and that money damages would not provide an adequate remedy to the Company; and

(B) the right and remedy to require Executive to account for and pay over to the Company all compensation, profits, monies, accruals, increments or other benefits derived or received by Executive as the result of any transactions constituting a breach of the Restrictive Covenants.

(ii) Severability of Covenants. Executive acknowledges and agrees that the Restrictive Covenants are reasonable and valid in time and scope and in all other respects. The covenants set forth in this Agreement shall be considered and construed as separate and independent covenants. Should any part or provision of any covenant be held invalid, void or unenforceable in any court of competent jurisdiction, such invalidity, voidness or unenforceability shall not render invalid, void or unenforceable any other part or provision of this Agreement. If any portion of the foregoing provisions is found to be invalid or unenforceable by a court of competent jurisdiction because its duration, the territory, the definition of activities or the definition of information covered is considered to be invalid or unreasonable in scope, the invalid or unreasonable term shall be redefined, or a new enforceable term provided, such that the intent of the Company and Executive in agreeing to the provisions of this Agreement will not be impaired and the provision in question shall be enforceable to the fullest extent of the applicable laws. This § 12 shall survive the expiration or termination of this Agreement, provided, however, that the non-competition covenants set

forth in § 12(c)(iv) shall not survive and shall terminate at the end of the Employment Period if the Company gives notice to the Executive pursuant to § 3 that this Agreement will not be extended.

§ 13. Arbitration Any claim or dispute arising under this Agreement (other than under § 12) shall be subject to arbitration, and prior to commencing any court action, the parties agree that they shall arbitrate all such controversies. The arbitration shall be conducted in Atlanta, Georgia, in accordance with the Employment Dispute Rules of the American Arbitration Association and the Federal Arbitration Act, 9 U.S.C. §1, *et. seq.* The arbitrator(s) shall be authorized to award both liquidated and actual damages, in addition to injunctive relief, but no punitive damages. The arbitrator(s) shall also award attorney's fees and costs, without regard to any restriction on the amount of such award under Georgia or other applicable law. Such an award shall be binding and conclusive upon the parties hereto, subject to 9 U.S.C. §10. Each party shall have the right to have the award made the judgment of a court of competent jurisdiction.

Initials of parties as to this § 13:

Company: JSS
Executive: DLG

§ 14. Rabbi Trust In order to ensure the payment of the severance benefit provided for in § 8(b)(ii) and (iii) of this Agreement, immediately following the commencement of any action by a third party with the aim of effecting a Change in Control, or the publicly-announced threat by a third party to commence any such action, the Company shall fully fund through the Global Payments Inc. Benefit Security Trust, or similar "rabbi trust" the amount of the severance payment that would have been paid to Executive under § 8(b)(ii) and (iii) if the Date of Termination had occurred on the date of commencement, or publicly-announced threat of commencement, of such action by the third party; *provided, however*, that the trust shall not be funded if the funding thereof would result in taxable income to Executive by reason of § 409A(b) of the Code; *and provided, further*, in no event shall any trust assets at any time be located or transferred outside of the United States, within the meaning of § 409A(b) of the Code. Amounts shall be paid to Executive from such trust as provided under this Agreement and the trust. The right of Executive to receive payments under this Agreement shall be an unsecured claim against the general assets of the Company and Executive shall have no rights in or against any specific assets of the Company. For greater certainty, the foregoing trust shall be a revocable trust in the event the potential Change in Control which precipitated the funding of such trust is not consummated. Finally, nothing in this § 14 shall relieve the Company of any liabilities under this Agreement to the extent such liabilities are not satisfied by a trust described in this § 14.

§ 15. Assignment and Successors

(a) This Agreement is personal to Executive and without the prior written consent of the Company shall not be assignable by Executive otherwise than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by Executive's legal representatives.

(b) This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns.

(c) The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to assume expressly and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. As used in this Agreement, "Company" shall mean the Company as hereinbefore defined and any successor to its business and/or assets as aforesaid which assumes and agrees to perform this Agreement by operation of law or otherwise.

director of the Company and, following a Change in Control, the coverage shall be no less favorable to Executive than the coverage provided as of the date of the Change in Control.

(h) Amendments and Modifications This Agreement may be amended or modified only by a writing signed by the Company and Executive, which makes specific reference to this Agreement.

(i) § 409A

(i) The Company and Executive intend no payments to be made and no benefits to be provided under this Agreement will be subject to taxation under § 409A of the Code and that the terms of this Agreement will be interpreted in good faith in a manner which is intended to minimize the risk that Executive will be subject to tax under § 409A of the Code with respect to any such payments or benefits, and the Company and Executive agree to cooperate fully and in good faith with one another to seek to minimize such risk.

(ii) Items eligible for expense reimbursement under the terms of this Agreement shall be reimbursed in a manner intended to qualify for an exemption under § 409A of the Code, which shall include implementing the following limitations with respect to reimbursements: (1) the amount of such expenses eligible for reimbursement in any calendar year shall not affect the expenses eligible for reimbursement in another calendar year, (2) no such reimbursement may be exchanged or liquidated for another payment or benefit, (3) any reimbursements of such expenses shall be made as soon as practicable under the circumstances but in any event no later than the end of the calendar year following the calendar in which the related expenses were incurred, and (4) the Company's obligation to make reimbursements or to provide in-kind benefits that constitute deferred compensation under § 409A of the Code shall not extend beyond Executive's lifetime or, if later, the end of the twenty (20) year period which starts on the Effective Date.

(iii) The Company and Executive intend that each installment of payments and benefits provided under this Agreement shall be treated as a separate identified payment for purposes of § 409A of the Code and that neither the Company nor Executive shall have the right to accelerate or defer the delivery of any such payments or benefits if a determination is made in good faith that any such acceleration or deferral would present a risk that Executive would be subject to any tax under § 409A of the Code; provided, however, if the Applicable Pay Date is the Delayed Pay Date and Executive dies before such Delayed Pay Date, then any payments or benefits due on the Delayed Pay Date will be made before the end of the thirty (30) day period which starts on Executive's date of death or on the Delayed Pay Date, whichever comes first.

(iv) Executive acknowledges and agrees that nothing in this Agreement shall be construed as a guarantee or indemnity by the Company for the tax consequences to the payments and benefits called for under this Agreement, including any tax consequences under § 409A of the Code, and Executive agrees that Executive shall be responsible for paying all taxes due with respect to such payments made and benefits provided to Executive.

(j) References All references to sections (§) in this Agreement shall be to sections (§) of this Agreement except as expressly set forth in this Agreement.

(k) Accounting Discrepancies Executive shall be subject to any policy adopted by the Company after the Effective Date which is applicable to senior executives of the Company generally and which requires restitution by such an executive with respect to any payment made or benefit provided

to, or on behalf of, such an executive, the calculation of which is based in whole or in part on accounting discrepancies or erroneous financial information.

IN WITNESS WHEREOF, the Company and Executive hereto have duly executed and delivered this Employment Agreement as of the date first above written.

GLOBAL PAYMENTS INC.

By: /s/ Jeffrey S. Sloan

Name: Jeffrey S. Sloan

Title: Chief Executive Officer

EXECUTIVE:

/s/ David L. Green

EXHIBIT A
Form of Release

This Release is granted effective as of the ____ day of ____, 20__, by _____ (“Executive”) in favor of Global Payments Inc. (the “Company”). This is the Release referred to that certain Employment Agreement effective as of _____ by and between the Company and Executive (the “Employment Agreement”). Executive gives this Release in consideration of the Company’s promises and covenants as recited in the Employment Agreement, with respect to which this Release is an integral part.

1. Release of the Company. Executive, for himself/herself, his/her successors, assigns, attorneys, and all those entitled to assert his/her rights, now and forever hereby releases and discharges the Company and its respective officers, directors, stockholders, trustees, employees, agents, parent corporations, subsidiaries, affiliates, estates, successors, assigns and attorneys (the “Released Parties”), from any and all claims, actions, causes of action, sums of money due, suits, debts, liens, covenants, contracts, obligations, costs, expenses, damages, judgments, agreements, promises, demands, claims for attorney’s fees and costs, or liabilities whatsoever, in law or in equity, which Executive ever had or now has against the Released Parties, including, without limitation, any claims arising by reason of or in any way connected with any employment relationship which existed between the Company or any of its parents, subsidiaries, affiliates, or predecessors, and Executive. It is understood and agreed that this Release is intended to cover all actions, causes of action, claims or demands for any damage, loss or injury, whether known or unknown, of any nature whatsoever, including those which may be traced either directly or indirectly to the aforesaid employment relationship, or the termination of that relationship, that Executive has, had or purports to have, from the beginning of time to the date of this Release, and including but not limited to claims for employment discrimination under federal or state law, except as provided in Paragraph 2; claims arising under the Age Discrimination in Employment Act, 29 U.S.C. § 621, et seq., Title VII of the Civil Rights Act, 42 U.S.C. § 2000(e), et seq. or the Americans With Disabilities Act, 42 U.S.C. § 12101 et seq.; claims for statutory or common law wrongful discharge, claims arising under the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.; claims for attorney’s fees, expenses and costs; claims for defamation; claims for emotional distress; claims for wages or vacation pay; claims for benefits, including any claims arising under the Executive Retirement Income Security Act, 29 U.S.C. § 1001, et seq.; and claims under any other applicable federal, state or local laws or legal concepts; provided, however, that nothing herein shall release the Company of (i) any indemnification obligations to Executive under the Company’s bylaws, certificate of incorporation, Delaware law or otherwise; (ii) obligations with respect to insurance coverage under any directors’ and officers’ liability insurance policies; (iii) any rights that Executive may have as a stockholder of the Company; or (iv) vested interests in any pension plan or other benefit or deferred compensation plan.

2. Release of Claims Under Age Discrimination in Employment Act. Without limiting the generality of the foregoing, Executive agrees that by executing this Release, he/she has released and waived any and all claims he/she has or may have as of the date of this Release for age discrimination under the Age Discrimination in Employment Act, 29 U.S.C. § 621, et seq. Executive acknowledges and agrees Executive has been, and hereby is, advised by Company to consult with an attorney prior to executing this Release. Executive further acknowledges and agrees that Company has offered Executive the opportunity, before executing this Release, to consider this Release for a period of twenty-one (21) calendar days; and that the consideration he/she receives for this Release is in addition to amounts to which he/she was already entitled. It is further understood that this Release is not effective until seven (7) calendar days after the execution of

this Release and that Executive may revoke this Release within seven (7) calendar days from the date of execution hereof.

3. Non-Admission. It is understood and agreed by Executive that the payment made to him/her is not to be construed as an admission of any liability whatsoever on the part of the Company or any of the other Released Parties, by whom liability is expressly denied.

4. Non-Disparagement. Executive agrees that he/she or she will not in any way disparage Company, its affiliated and related companies, or their current and former employees, officers, directors, agents and representatives, or make or solicit any comments, statements, or the like to the media or to others that may be considered to be derogatory or detrimental to the good name or business reputation of any of the aforementioned parties or entities. This paragraph shall not limit the rights of Executive to provide testimony pursuant to a valid subpoena or in a judicial or administrative proceeding in which Executive is required to testify or otherwise as required by law or legal process.

5. Acknowledgement and Revocation Period. Executive agrees that he/she has carefully read this Release and is signing it voluntarily. Executive acknowledges that he/she has had twenty one (21) days from receipt of this Release to review it prior to signing or that, if Executive is signing this Release prior to the expiration of such 21-day period, Executive is waiving his/her right to review the Release for such full 21-day period prior to signing it. Executive has the right to revoke this release within seven (7) days following the date of its execution by Executive. In order to revoke this Release, Executive must deliver notice of the revocation in writing to Company's General Counsel before the expiration of the seven (7) day period. However, if Executive revokes this Release within such seven (7) day period, no severance benefit will be payable to him/her under the Employment Agreement and he/she shall return to the Company any such payment received prior to that date.

6. No Revocation After Seven Days. Executive acknowledges and agrees that this Release may not be revoked at any time after the expiration of the seven (7) day revocation period and that he/she will not institute any suit, action, or proceeding, whether at law or equity, challenging the enforceability of this Release. Executive further acknowledges and agrees that, with the exception of an action to challenge the waiver of claims under the ADEA, Executive shall not ever attempt to challenge the terms of this Release, attempt to obtain an order declaring this Release to be null and void, or institute litigation against the Company or any other Releasee based upon a claim that is covered by the terms of the release contained herein, without first repaying all monies paid to him/her under § 8 of the Employment Agreement. Furthermore, with the exception of an action to challenge his/her waiver of claims under the ADEA, if Executive does not prevail in an action to challenge this Release, to obtain an order declaring this Release to be null and void, or in any action against the Company or any other Releasee based upon a claim that is covered by the release set forth herein, Executive shall pay to the Company and/or the appropriate Releasee all their costs and attorneys' fees incurred in their defense of Executive's action.

7. Governing Law and Severability. This Release and the rights and obligations of the parties hereto shall be governed and construed in accordance with the laws of the State of Georgia. If any provision hereof is unenforceable or is held to be unenforceable, such provision shall be fully severable, and this document and its terms shall be construed and enforced as if such unenforceable provision had never comprised a part hereof, the remaining provisions hereof shall remain in full force and effect, and the court or tribunal construing the provisions shall add as a part hereof a provision as similar in terms and effect to such unenforceable provision as may be enforceable, in lieu of the unenforceable provision.

EXECUTIVE HAS CAREFULLY READ THIS RELEASE AND ACKNOWLEDGES THAT IT CONSTITUTES A GENERAL RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS AGAINST THE

COMPANY UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT. EXECUTIVE ACKNOWLEDGES THAT HE/SHE HAS HAD A FULL OPPORTUNITY TO CONSULT WITH AN ATTORNEY OR OTHER ADVISOR OF HIS/HER CHOOSING CONCERNING HIS/HER EXECUTION OF THIS RELEASE AND THAT HE/SHE IS SIGNING THIS RELEASE VOLUNTARILY AND WITH THE FULL INTENT OF RELEASING THE COMPANY FROM ALL SUCH CLAIMS.

Date: _____

**CERTIFICATION PURSUANT TO
RULE 13a-14(a) OF THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Jeffrey S. Sloan, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Global Payments Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

By: /s/ Jeffrey S. Sloan

Date: January 8, 2014

Jeffrey S. Sloan
Chief Executive Officer

**CERTIFICATION PURSUANT TO
RULE 13a-14(a) OF THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, David E. Mangum, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Global Payments Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

By: /s/ David E. Mangum

Date: January 8, 2014

David E. Mangum
Chief Financial Officer

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
§ 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Global Payments Inc. on Form 10-Q for the period ended November 30, 2013 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned, Jeffrey S. Sloan, Chief Executive Officer of Global Payments Inc. (the "Company"), and David E. Mangum, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

- 1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934;
and
- 2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Jeffrey S. Sloan

Jeffrey S. Sloan
Chief Executive Officer
Global Payments Inc.
January 8, 2014

/s/ David E. Mangum

David E. Mangum
Chief Financial Officer
Global Payments Inc.
January 8, 2014

A signed original of this written statement required by Section 906 has been provided to Global Payments Inc. and will be retained by Global Payments Inc. and furnished to the Securities and Exchange Commission upon request.