

SECURITIES AND EXCHANGE COMMISSION  
Washington, DC 20549

FORM S-8

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

FISERV, INC.

(Exact name of Registrant as specified in its charter)

Wisconsin 39-1506125  
(State or other jurisdiction of (IRS Employer Identification No.)  
incorporation or organization)

255 Fiserv Drive 53045  
Brookfield, Wisconsin (Zip Code)  
(Address of Registrant's principal executive offices)

Fiserv, Inc. Employee Stock Purchase Plan  
Australian Employee Stock Purchase Plan  
Canadian Employee Stock Purchase Plan  
Singapore Employee Stock Purchase Plan  
The Fiserv Group Savings-Related Share Option Plan  
(Full title of plans)

KENNETH R. JENSEN  
Senior Executive Vice President  
Fiserv, Inc.  
255 Fiserv Drive  
Brookfield, Wisconsin 53045  
Telephone: (262) 879-5000  
(Name, address and telephone number,  
including area code, of agent for service)

<TABLE>  
<CAPTION>

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered (1)	Amount to be Registered (2) (3)	Proposed Maximum Offering Price Per Share (3) (4)	Proposed Maximum Aggregate Offering Price (3) (4)	Amount of Registration Fee (3) (4)
<S> Common Stock, \$.01 par value, including Preferred Stock Purchase Rights attached to the shares	<C> 1,200,000 shares	<C> \$34.75	<C> \$41,700,000	<C> \$11,008.80

</TABLE>

- (1) Pursuant to Instruction F of Form S-8 and Rule 416(c), there are hereby registered an indeterminate amount of interests in the Employee Stock Purchase Plan. Pursuant to Rule 457(h)(2), no separate fee is required with respect to the interests in the Employee Stock Purchase Plan.
- (2) The number of shares of Common Stock to be registered and the Preferred Stock Purchase Rights attached to the shares may be adjusted in accordance with the provisions of the Plan in the event that, during the period the Plan is in effect, the number of shares of Common Stock are increased or decreased or changed into or exchanged for a different number or kind of shares of stock or other securities of the Company through reorganization, merger or consolidation, recapitalization, stock split, split-up, combination, exchange of shares, declaration of any Common Stock dividends or similar events without receipt of consideration by the Company. Accordingly, this Registration Statement covers, in addition to the number of shares of Common Stock stated above, an indeterminate number of shares which by reason of any such events may be issued in accordance with the provisions of the Plan.
- (3) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457 under the Securities Act of 1933, as amended (the "Securities Act") and based upon the average of the high and low sales prices for the Common Shares as reported on the Nasdaq National Market

System on April 5, 2000. Pursuant to Rule 429 under the Securities Act, the prospectus included in this Registration Statement is a combined prospectus also relating to the Registrant's Registration Statement previously filed on Form S-8 No. 333-89957 on which 800,000 shares were registered and a filing fee in the amount of \$6,699 was previously paid to register these shares.

- (4) The value attributable to the Preferred Stock Purchase Rights is reflected in the market price of the Common Stock to which the Rights are attached.

#### PART I

##### Information Required in the Section 10(a) Prospectus

The document or documents containing the information specified in Part I are not required to be filed with the Securities and Exchange Commission (the "Commission") as part of this Form S-8 Registration Statement.

#### PART II

##### Information Required in the Registration Statement

##### Item 3. Incorporation of Documents by Reference.

Fiserv, Inc. ("Fiserv" or the "Company") and each of the Fiserv, Inc. Employee Stock Purchase Plan, the Australian Employee Stock Purchase Plan, the Canadian Employee Stock Purchase Plan, the Singapore Employee Stock Purchase Plan, and The Fiserv Group Savings-Related Share Option Plan, and (collectively, the "Plans") hereby incorporate by reference in this Registration Statement the following documents that have been filed with the Securities and Exchange Commission (the "Commission"):

- (a) The Company's Annual Report on Form 10-K for the fiscal year ended December 31, 1999 as filed pursuant to Section 13(a) of the Securities Exchange Act of 1934 (the "Exchange Act");
- (b) All other reports filed by the Company pursuant to Section 13(a) or 15(d) of the Exchange Act since the end of the fiscal year covered by the annual report referred to in (a) above; and
- (c) The description of the Company's Common Stock contained in the Company's Registration Statement on Form 8-A, dated September 3, 1986, including any amendment or report filed for the purpose of updating such description.
- (d) The description of the Company's Preferred Purchase Rights contained in the Company's Registration Statement on Form 8-A, dated February 23, 1998, including any amendment or report filed for the purpose of updating such description.

All documents subsequently filed by the Company and each of the Plans with the Commission pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act, prior to the filing of a post-effective amendment to this Registration Statement which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of filing of such documents.

##### Item 4. Description of Securities

Not applicable.

##### Item 5. Interests of Named Experts and Counsel.

Certain legal matters in connection with the securities registered under this Registration Statement will be passed upon by Charles W. Sprague, Esq., Executive Vice President, General Counsel and Secretary of the Company. Mr. Sprague beneficially owns 84,697 shares of Fiserv Common Stock, which number includes vested but unexercised stock options.

##### Item 6. Indemnification of Directors and Officers

In general, the Wisconsin Business Corporation Law provides that a corporation shall indemnify directors and officers for all reasonable expenses incurred in connection with the successful defense of actions arising in connection with their service as directors and officers of the corporation. In proceedings in which the director or officer is not successful in the defense thereof, the Wisconsin Business Corporation Law provides that the corporation shall indemnify a director or officer against liability unless the director or officer breached or failed to perform a duty owed to the corporation and such breach or failure meets certain specified criteria constituting, in general, some act of misconduct. The Wisconsin Business Corporation Law specifically states that it is the policy of Wisconsin to require or permit indemnification in connection with a proceeding involving securities regulation, as described

therein, to the extent required or permitted as described above. In addition, the corporation may reimburse a director or officer for his expenses in defending against actions as they are incurred upon the director's or officer's written request accompanied by a written affirmation of his good faith belief that he has not breached or failed to perform his duties to the corporation and a written undertaking to repay amounts advanced if it is ultimately determined that indemnification is not required under the Wisconsin Business Corporation Law. A court of law may order that the corporation provide indemnification to a director or officer if the court finds that the director or officer is entitled thereto under the applicable statutory provision or is fairly and reasonably entitled thereto in view of all the relevant circumstances, whether or not such indemnification is required under the applicable statutory provision.

The Wisconsin Business Corporation Law specifies various procedures pursuant to which a director or officer may establish his right to indemnification.

Provided that it is not determined by or on behalf of the corporation that the director or officer breached or failed to perform a duty owed to the corporation and such breach or failure meets certain specified criteria constituting, in general, some act of misconduct, a Wisconsin corporation may provide additional rights to indemnification under its articles of incorporation or by-laws, by written agreement, by resolution of its board of directors or by a vote of the holders of a majority of its outstanding shares.

The Registrant's By-laws provide for indemnification and advancement of expenses of directors and officers to the fullest extent provided by the Wisconsin Business Law. This provision is not exclusive of any other rights to indemnification or the advancement of expenses to which a director or officer may be entitled under any written agreement, resolution of directors, vote of shareholders, by law or otherwise. The general effect of the foregoing provisions may be to reduce the circumstances which an officer or director may be required to bear the economic burden of the foregoing liabilities and expenses.

Item 7. Exemption from Registration Claimed

Not applicable.

Item 8. Exhibits

See Exhibit Index.

Item 9. Undertakings

(a) Rule 415 Offering

The undersigned registrant hereby undertakes:

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

- (i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;
- (ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;
- (iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

Provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) of this section do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement.

(2) That, for the purpose of determining any liability under the

Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

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

(b) Incorporating Subsequent Exchange Act Documents by Reference

The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Indemnification for Liabilities arising under the Securities Act of 1933

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

SIGNATURES

Pursuant to the requirement of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and had duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Brookfield, State of Wisconsin on April 7, 2000.

FISERV, INC.

By: /S/KENNETH R. JENSEN

-----  
Kenneth R. Jensen  
Senior Executive Vice  
President and Treasurer

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

* ----- (Leslie M. Muma)	Chairman, Chief Executive Officer, President and Director (Principal Executive Officer)	April 7, 2000
/S/KENNETH R. JENSEN ----- (Kenneth R. Jensen)	Senior Executive Vice President, Treasurer and Director (Principal Financial and Accounting Officer)	April 7, 2000
* ----- (Donald F. Dillon)	Vice Chairman and Director	April 7, 2000
* ----- (George D. Dalton)	Director	April 7, 2000
* ----- (Daniel P. Kearney)	Director	April 7, 2000
* -----	Director	April 7, 2000

-----  
(Gerald J. Levy)

\*

Director

April 7, 2000

-----  
(L. William Seidman)

\*

Director

April 7, 2000

-----  
(Thekla R. Shackelford)

\*By: /S/KENNETH R. JENSEN

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(Kenneth R. Jensen, individually and as  
attorney-in-fact for the persons indicated)

The Plans. Pursuant to the Securities Act of 1933, the Fiserv, Inc. Employee Stock Purchase Plan Committee, which administers the Plans, has duly caused this registration statement to be signed on behalf of the Plans, thereunto duly authorized in the City of Brookfield, State of Wisconsin, on April 7, 2000.

FISERV, INC. EMPLOYEE STOCK PURCHASE PLAN COMMITTEE

By: /S/JACK P. BUCALO

-----  
Name: Jack P. Bucalo  
Title: Member of the Fiserv, Inc. Employee Stock  
Purchase Plan Committee

EXHIBIT INDEX

Exhibit Number -----	Description -----
4.1	Fiserv, Inc. Employee Stock Purchase Plan
4.2	Australian Employee Stock Purchase Plan
4.3	Canadian Employee Stock Purchase Plan
4.4	Singapore Employee Stock Purchase Plan
4.5	The Fiserv Group Savings-Related Share Option Plan
4.6	Rights Agreement, dated as of February 23, 1998, between Fiserv, Inc. and Firststar Trust Company, as Rights Agent (incorporated by reference to Exhibit 1 to the Company's Registration Statement on Form 8-A, dated February 23, 1998 (File No. 0-14948).
4.7	First Amendment to the Rights Agreement, dated December 1, 1999, appointing EquiServe as successor Rights Agent (incorporated by reference to Exhibit 4.3 to the Company's Registration Statement on Form S-8, dated April 7, 2000).
5.1	Opinion and consent of Charles W. Sprague, Esq., Executive Vice President, General Counsel and Secretary of the Registrant as to the legality of the Common Stock being Registered
23.1	Consent of Deloitte & Touche LLP, Independent Auditors
23.2	Consent of Charles W. Sprague, Esq. is contained in his opinion filed as Exhibit 5.1 to this Registration Statement
24	Powers of Attorney

FISERV, INC. EMPLOYEE STOCK PURCHASE PLAN

1. PURPOSE.

The purpose of the Plan is to provide employees of Fiserv and its Designated Subsidiaries with an opportunity to purchase Common Stock of Fiserv through accumulated payroll deductions. It is the intention of Fiserv to have the Plan qualify as an "Employee Stock Purchase Plan" under Section 423 of the Internal Revenue Code of 1986, as amended. The provisions of the Plan, accordingly, shall be construed so as to extend and limit participation in a manner consistent with the requirements of that section of the Code.

The Plan was approved by the Board of Directors of Fiserv and will be effective on January 1, 2000. The Plan will not be presented for approval by the Fiserv shareholders until the annual shareholder meeting to be held in March, 2000. If the Fiserv shareholders do not approve the Plan, any amounts deducted from participant payroll checks will be refunded to the Plan participants and the Plan will terminate.

2. DEFINITIONS.

a. "BOARD" shall mean (i) the Board of Directors of Fiserv or (ii) if and to the extent that the Board has appointed a committee, whose members need not be members of the Board of Directors, to exercise some or all of the functions of the Board hereunder, such committee.

b. "CODE" shall mean the Internal Revenue Code of 1986, as amended from time to time. Reference to a section of the Code shall include that section and any comparable section or sections of any future legislation that amends, supplements or supersedes that section.

c. "COMMON STOCK" shall mean the Common Stock of Fiserv.

d. "COMPANY" shall mean Fiserv and any Designated Subsidiary of Fiserv. Except where the context clearly requires otherwise, any reference to "Company" in this Plan shall, with respect to a particular Employee, mean the entity by which he or she is employed.

e. "COMPENSATION" shall mean the total wages, bonuses, commissions, and overtime pay compensation paid with respect to an Offering Period by the Company to an Employee for services performed during such Offering Period, including deferrals described in Sections 415(c)(3)(D) and 132(f)(4) of the Code, but excluding (i) extra compensation based upon special arrangements; (ii) deferred compensation; (iii) reimbursed expenses (including, but not limited to, moving expenses); (iv) expense allowances (including, but not limited to, travel and entertainment expense allowance); (v) stock options and any gain or income attributable thereto; (vi) imputed income with respect to any group life insurance program maintained by the Company on behalf of an Employee; (vii) referral payments, and (viii) other extra compensation (including, but not limited to, cash and non-cash fringe benefits).

f. "DESIGNATED SUBSIDIARY" shall mean any Subsidiary that has been designated by the Board from time to time in its sole discretion as eligible to participate in the Plan.

g. "EMPLOYEE" shall mean a person employed by the Company on or after January 1, 2000, whose customary employment with the Company is more than five (5) months in any calendar year. Notwithstanding the preceding, any leased employee, as defined in Code Section 414(n)(2), and any individual performing services for the Employer as an independent contractor or other contract service provider under the terms of a contract, agreement or other special arrangement between the Company and the individual, or other third party, that the parties do not contemplate being an employment relationship, shall not be considered as an Employee for any purpose under the Plan.

h. "ENROLLMENT DATE" shall mean the first day of each Offering Period.

i. "FAIR MARKET VALUE" shall mean, as of any date, the closing sales price for a share of Common Stock (or the closing bid, if no sales were reported) as quoted on such exchange or system for the last market trading day on the date of such DETERMINATION, AS REPORTED IN THE WALL STREET JOURNAL or such other source as the Board deems reliable.

j. "FISERV" shall mean Fiserv, Inc., a Wisconsin corporation.

k. "GRANT/EXERCISE DATE" shall mean the last Trading Day of each Offering Period.

l. "OFFERING PERIOD" shall mean each of the calendar quarters of each year. The duration of Offering Periods may be changed pursuant to Section 4 of this Plan.

m. "PLAN" shall mean this Employee Stock Purchase Plan.

n. "PURCHASE PRICE" shall mean an amount equal to 85% of the Fair Market Value of a share of Common Stock on the Grant/Exercise Date, provided, however, that the Purchase Price may be adjusted by the Board pursuant to Section 20.

o. "RESERVES" shall mean the number of shares of Common Stock covered by each option under the Plan which have not yet been exercised and the number of shares of Common Stock which have been authorized for issuance under the Plan but not yet placed under option.

p. "SUBSIDIARY" shall mean a domestic or foreign corporation, of which not less than 50% of the voting shares are held by Fiserv or a Subsidiary, whether or not that entity now exists or is hereafter organized or acquired by Fiserv or a Subsidiary.

q. "TRADING DAY" shall mean a day on which national stock exchanges and the NASDAQ system are open for trading.

### 3. ELIGIBILITY.

a. Any Employee who is employed by the Company on a given Enrollment Date, including an Employee who is on an authorized leave of absence of such date, shall be eligible to participate in the Plan.

b. Any provisions of the Plan to the contrary notwithstanding, no Employee shall be granted an option under the Plan (i) to the extent that, immediately after the grant, such Employee (or any other person whose stock would be attributed to such Employee pursuant to Section 424(d) of the Code) would own capital stock of Fiserv or of any Subsidiary and/or hold outstanding options to purchase such stock possessing five percent (5%) or more of the total combined voting power or value of all classes of the capital stock of Fiserv or of any Subsidiary, or (ii) to the extent that his or her rights to purchase stock under all employee stock purchase plans of Fiserv and its subsidiaries accrues at a rate which exceeds twenty-five thousand dollars (\$25,000) worth of stock (determined at the fair market value of the shares at the time such option is granted) for each calendar year in which such option is outstanding at any time.

### 4. OFFERING PERIODS.

The Plan shall be implemented by consecutive Offering Periods with a new Offering Period commencing on the first day of the calendar quarters of each year, or on such offer date as the Board shall determine, and continuing thereafter until terminated in accordance with Section 20 hereof. The Board shall have the power to change the duration of Offering Periods (including the commencement dates thereof) with respect to future offerings without stockholder approval if such change is announced at least five (5) days prior to the scheduled beginning of the first Offering Period to be affected thereafter.

### 5. PARTICIPATION.

a. An eligible Employee may become a participant in the Plan by completing a participation agreement provided by the Company authorizing payroll deductions and filing it with the Company's payroll office at least ten (10) business days prior to the applicable Enrollment Date.

b. Payroll deductions for a participant shall commence on the first payroll following the Enrollment Date and shall end on the last payroll in the Offering Period to which such authorization is applicable, unless sooner terminated by the participant as provided in Section 10 hereof.

### 6. PAYROLL DEDUCTIONS.

a. At the time a participant files his or her participation agreement, he or she shall elect to have payroll deductions made on each pay day during the Offering Period in any whole percentage, but not exceeding ten percent (10%) of the Compensation which he or she receives on each pay day during the Offering Period. Contributions to the Plan other than by payroll deduction are not permitted. Unless the Board, in the future, determines otherwise, the maximum amount that may be deducted from any participant's Compensation for the purpose of purchasing Common Stock under this Plan shall not exceed twenty-one thousand two hundred and fifty dollars (\$21,250) in any single calendar year. A participant who is under the age of 21 must have a parent's or guardian's written permission to participate.

b. A participant may not change the amount of payroll deductions during an Offering Period, but may change the amount to be deducted for any subsequent Offering Period by filing notice thereof at least ten (10) business days prior to the Enrollment Date on which the subsequent Offering Period commences.

c. A participant may discontinue his or her participation in the Plan as provided in Section 10 hereof, during an Offering Period by completing and filing with the Company a form provided for such purpose.

d. A participant's participation agreement shall remain in effect for successive Offering Periods (including any portion of an Offering Period during

which the participant is on an authorized leave of absence, although payroll deductions will be discontinued for any period for which the participant is not receiving Compensation), unless terminated prior to an Offering Period as provided in Section 10 hereof.

e. All payroll deductions made for a participant shall be credited to an unfunded and unsecured bookkeeping account maintained on behalf of the participant and deposited with the general funds of the Company

f. Notwithstanding the foregoing, to the extent necessary to comply with Section 423(b)(8) of the Code and Section 3(b) hereof, a participant's payroll deductions may be decreased to zero percent (0%) at any time during an Offering Period. Payroll deductions shall recommence at the rate provided in such participant's participation agreement for the first Offering Period that has a Grant/Exercise Date in the following calendar year, unless terminated by the participant as provided in Section 10 hereof.

g. At the time the option is exercised, in whole or in part, or at the time some or all the Common Stock issued under the Plan is disposed of, the participant must make adequate provision for the federal, state or other tax withholding obligations, if any, that arise upon the exercise of the option or the disposition of the Common Stock. At any time, the Company may, but shall not be obligated to, withhold from the participant's compensation the amount necessary for the Company to meet applicable withholding obligations, including any withholding required to make available to Fiserv any tax deductions or benefits attributable to sale or early disposition of Common Stock by the Employee.

#### 7. GRANT OF OPTION.

On the Grant/Exercise Date of each Offering Period, each eligible Employee participating in such Offering Period shall be granted an option to purchase on the Grant/Exercise Date of such Offering Period (at the applicable Purchase Price) up to a number of shares of the Common Stock determined by dividing such Employee's accumulated payroll deductions as of the Grant/Exercise Date by the applicable Purchase Price; provided that in no event shall an Employee be permitted to purchase during each Offering Period more than two thousand five hundred (2,500) shares (subject to any adjustment pursuant to Section 19), and provided further that such purchase shall be subject to the limitations set forth in Sections 3(b) and 13 hereof. Exercise of the option shall occur as provided in Section 8 hereof, unless the participant has withdrawn pursuant to Section 10 hereof. The Option shall expire on the last day of the Offering Period.

#### 8. EXERCISE OF OPTION.

Unless a participant withdraws from the Plan, at least ten (10) business days prior to the Grant/Exercise Date, as provided in Section 10 hereof, his or her option for the purchase of shares shall be exercised automatically on the Grant/Exercise Date, and the maximum number of shares (including fractional) shall be purchased for such participant at the applicable Purchase Price with the accumulated payroll deductions accumulated during the Offering Period. During a participant's lifetime, a participant's option to purchase shares hereunder is exercisable only by him or her.

#### 9. DELIVERY.

As soon as administratively practicable following the Grant/Exercise Date, the shares of Common Stock purchased on behalf of a participant pursuant to the exercise of his or her option will be credited to an account with a transfer agent or a securities brokerage firm, as determined by Fiserv, in the name of the participant. By electing to participate in the Plan, a participant will be deemed to authorize the establishment of an account in his or her name with the transfer agent or securities brokerage firm selected by Fiserv. A participant may request that the transfer agent or securities brokerage firm arrange, subject to any applicable fee, for the delivery to the participant or an account designated by the participant of some or all of the Common Stock held in the participant's account. If the participant desires to sell some or all of his or her shares of Common Stock held in his or her account, he or she may do so (i) by disposing of the shares of Common Stock through the transfer agent or securities brokerage firm, subject to any applicable fee, or (ii) through such other means as Fiserv may permit.

#### 10. WITHDRAWAL.

a. At any time during an Offering Period, a participant may terminate his or her payroll deductions under the Plan and withdraw from the Offering Period by delivering to the Company a notice of withdrawal in such form as the Company provides. Such withdrawal may be elected at any time, but must be received no later than ten (10) business days prior to the end of the Offering Period. Upon withdrawal from the Offering Period by a participant, the Company shall distribute to such participant all of his or her accumulated payroll deductions under the Offering Period, without interest, and such participant's interest in the Offering Period shall be automatically terminated. A participant's withdrawal from an Offering Period will have no effect on his or her eligibility

to participate in subsequent Offering Periods that commence after the termination of the Offering Period from which the participant withdraws, but the participant will be required to deliver a new participation agreement in order to participate in subsequent Offering Periods under the Plan.

b. A participant's withdrawal from an Offering Period shall not have any effect upon his or her eligibility to participate in any similar plan, which may hereafter be adopted by Fiserv.

#### 11. TERMINATION OF EMPLOYMENT; LEAVE OF ABSENCE.

Upon a participant's ceasing to be an Employee for any reason, he or she shall be deemed to have elected to withdraw from the Plan and his or her payroll deductions accumulated during the Offering Period but not yet used to exercise the option shall be returned to such participant or, in the case of his or her death, to the person or persons entitled thereto under Section 15 hereof, and such participant's option shall be automatically terminated. The preceding sentence notwithstanding, a participant who receives payment in lieu of notice of termination of employment shall be treated as continuing to be an Employee for the participant's customary number of hours per week of employment during the period in which the participant is subject to such payment in lieu of notice. For purposes of this Section 11, a participant will not be deemed to have terminated employment in the case of any leave of absence approved by the Company.

#### 12. INTEREST.

No interest shall accrue on the payroll deductions of a participant in the Plan.

#### 13. STOCK.

a. Subject to adjustment upon changes in capitalization of Fiserv as provided in Section 19 hereof, the maximum number of shares of the Common Stock which shall be made available for sale under the Plan shall be five hundred thousand (500,000) shares, plus an annual increase to be added on the first day of Fiserv's fiscal year beginning in 2001 equal to the least of (i) four hundred thousand (400,000) shares, (ii) one percent (1%) of the shares of Common Stock outstanding on such date or (iii) a lesser amount determined by the Board. If, on a given Grant/Exercise Date, the number of shares with respect to which options are to be exercised exceeds the number of shares then available under the Plan, Fiserv shall make a pro rata allocation of the shares remaining available for purchase in as uniform a manner as shall be practicable and as it shall determine to be equitable.

b. A participant shall have no interest or voting right in shares covered by his or her option until the option has been exercised.

c. Shares to be delivered to a participant under the Plan shall be registered solely in the name of the participant.

d. Cash dividends attributable to shares allocated to participants' accounts as of the record date for which such cash dividends are declared will be used to purchase additional full or fractional shares of stock.

#### 14. ADMINISTRATION.

The Plan shall be administered by the Board or a committee appointed by the Board. The Board or the committee shall have full and exclusive discretionary authority to construe, interpret and apply the terms of the Plan, to determine eligibility and to adjudicate all disputed claims filed under the Plan. Every finding, decision and determination made by the Board or the committee shall, to the full extent permitted by law, be final and binding upon all parties.

#### 15. DESIGNATION OF BENEFICIARY.

a. A participant may file with the Company, on a form provided by the Company, a written designation of a beneficiary who is to receive any shares and cash from the participant's account under the Plan in the event of such participant's death subsequent to a Grant/Exercise Date on which the option is exercised but prior to delivery to such participant of such shares and cash.

b. The designation of beneficiary may be changed by the participant at any time by delivering written notice to the Company, on a form provided by the Company. In the event of the death of a participant, and in the absence of a beneficiary validly designated under the Plan who is living at the time of such participant's death, the Board shall deliver such shares and/or cash to the surviving legal spouse (if any) of the participant, or if there is no surviving spouse, then to the estate of the participant.

#### 16. TRANSFERABILITY.

Neither payroll deductions credited to a participant's account nor any rights to exercise an option or to receive shares under the Plan may be assigned, transferred, pledged or otherwise disposed of in any way (other than

as provided in Section 15 hereof) by the participant. Any such attempt at assignment transfer, pledge or other disposition shall be without effect, except that the Company may treat such act as an election to withdraw from an Offering Period in accordance with Section 10 hereof.

#### 17. USE OF FUNDS.

All payroll deductions received or held by the Company under the Plan may be used by the Company for any corporate purpose, and the Company shall not be obligated to segregate such payroll deductions.

#### 18. REPORTS.

Individual accounts shall be maintained for each participant in the Plan. Statements of account shall be given to participating Employees after the end of each Offering Period setting forth with respect to such Offering Period the number of shares purchased and the price per share thereof, and also setting forth the total number of shares then held in each account.

#### 19. ADJUSTMENTS UPON CHANGES IN CAPITALIZATION, DISSOLUTION, LIQUIDATION, MERGER OR ASSET SALE.

a. CHANGES IN CAPITALIZATION. Subject to any required action by the stockholders of Fiserv, the Reserves, the maximum number of shares each participant may purchase per Offering Period (pursuant to Section 7), as well as the price per share and the number of shares of Common Stock covered by each option under the Plan that has not yet been exercised, shall be proportionately adjusted for any increase or decrease in the number of issued shares of Common Stock resulting from a stock split, reverse stock split, stock dividend, combination or reclassification of the Common Stock, or any other increase or decrease in the number of shares of Common Stock effected without receipt of consideration by Fiserv; provided however, that conversion of any convertible securities of Fiserv shall not be deemed to have been "effected without receipt of consideration." Such adjustment shall be made by the Board, whose determination in that respect shall be final, binding and conclusive. Except as expressly provided herein, no issuance by Fiserv of shares of stock of any class, or securities convertible into shares of stock of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number or price of shares of Common Stock subject to an option.

b. DISSOLUTION OR LIQUIDATION. In the event of the proposed dissolution or liquidation of Fiserv, the Offering Period then in progress shall be shortened by setting a new Grant/Exercise Date (the "New Grant/Exercise Date"), and shall terminate immediately prior to the consummation of such proposed dissolution or liquidation, unless provided otherwise by the Board. The New Grant/Exercise Date shall be before the date of Fiserv's proposed dissolution or liquidation. The Board shall notify each participant in writing, at least twenty-one (21) business days prior to the New Grant/Exercise Date, that the Grant/Exercise Date for the participant's option has been changed to the New Grant/Exercise Date and that the participant's option shall be exercised automatically on the New Grant/Exercise Date, unless prior to such date the participant has withdrawn from the Offering Period as provided in Section 10 hereof.

c. MERGER OR ASSET SALE. In the event of a proposed sale of all or substantially all of the assets of Fiserv, or the merger of Fiserv with or into another corporation, each outstanding option shall be assumed or an equivalent option substituted by the successor corporation or a parent or subsidiary of the successor corporation. In the event that the successor corporation refuses to assume or substitute for the option, the Offering Period then in progress shall be shortened by setting a new Grant/Exercise Date (the "New Grant/Exercise Date"). The New Grant/Exercise Date shall be before the date of Fiserv's proposed sale or merger. The Board shall notify each participant in writing, at least twenty-one (21) business days prior to the New Grant/Exercise Date, that the Grant/Exercise Date for the participant's option has been changed to the New Grant/Exercise Date and that the participant's option shall be exercised automatically on the New Grant/Exercise Date, unless prior to such date the participant has withdrawn from the Offering Period as provided in Section 10 hereof.

#### 20. AMENDMENT OR TERMINATION.

a. The Board may at any time and for any reason terminate or amend the Plan. Except as provided in Section 19, no such termination can affect options previously granted. Nevertheless, an Offering Period may be terminated by the Board of Directors on any Grant/Exercise Date if the Board determines that the termination of the Offering Period or the Plan is in the best interest of Fiserv and its stockholders. Except as provided in Section 19 and Section 20 hereof, no amendment may make any change in any option theretofore granted that adversely affects the rights of any participant. To the extent necessary to comply with Section 423 of the Code (or any other applicable law, regulation or stock exchange rule), Fiserv shall obtain shareholder approval in such a manner and to such a degree as required.

b. Without stockholder approval or consent and without regard to whether any participant rights may be considered to have been "adversely affected," the

Board (or its committee) shall be entitled to change the Offering Periods, limit the frequency and/or number of changes in the amount withheld during an Offering Period, establish the exchange ratio applicable to amounts withheld in a currency other than U.S. dollars, permit payroll withholding in excess of the amount designated by a participant in order to adjust for delays or mistakes in the Company's processing of properly completed withholding elections, establish reasonable waiting and adjustment periods and/or accounting and crediting procedures to ensure that amounts applied toward the purchase of Common Stock for each participant properly correspond with amounts withheld from the participant's Compensation, and establish such other limitations or procedures as the Board (or its committee) determines in its sole discretion advisable, that are consistent with the Plan.

c. In the event the Board determines that the ongoing operation of the Plan may result in unfavorable financial accounting consequences, the Board may, in its discretion and, to the extent necessary or desirable, modify or amend the Plan to reduce or eliminate such accounting consequences including, but not limited to:

- i. altering the Purchase Price for any Offering Period, including an Offering Period underway at the time of the change in Purchase Price;
- ii. shortening any Offering Period so that the Offering Period ends on a new Grant/Exercise Date, including an Offering Period underway at the time of the Board action; and
- iii. allocating shares.

Such modifications or amendments shall not require stockholder approval or the consent of any Plan participants.

#### 21. NOTICES.

All notices or other communications by a participant to the Company under or in connection with the Plan shall be deemed to have been duly given when received in the form specified by the Company at the location, or by the person, designated by the Company for the receipt thereof.

#### 22. CONDITIONS UPON ISSUANCE OF SHARES.

Shares shall not be issued with respect to an option unless the exercise of such option and the issuance and delivery of such shares pursuant thereto shall comply with all applicable provisions of law, domestic or foreign, including, without limitation, the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, the rules and regulations promulgated thereunder, and the requirements of any stock exchange upon which the shares may then be listed, and shall be further subject to the approval of counsel for Fiserv with respect to such compliance.

As a condition to the exercise of an option, the Company may require the person exercising such option to represent and warrant at the time of any such exercise that the shares are being purchased only for investment and without any present intention to sell or distribute such shares if, in the opinion of counsel for Fiserv, such a representation is required by any of the aforementioned applicable provisions of law.

#### 23. TERM OF PLAN.

The Plan shall become effective on January 1, 2000. It shall continue in effect for a term of ten (10) years unless sooner terminated under Section 20 hereof.

#### 24. NO EMPLOYMENT RIGHTS.

The Plan does not, directly or indirectly, create in any Employee or class of Employees any right with respect to continuation of employment by the Company, and it may not be deemed to interfere in any way with the Company's right to terminate, or otherwise modify, an Employee's employment at any time.

#### 25. EFFECT OF PLAN.

The provisions of the Plan, in accordance with its terms, will be binding upon, and inure to the benefit of, all successors of each Employee participating in the Plan including, without limitation, the Employee's estate and the executors, administrators or trustees thereof, heirs and legatees, and any receiver, trustee in bankruptcy or representative of creditors of the Employee.

#### 26. GOVERNING LAW.

The Plan will be construed, interpreted, applied and enforced in accordance with the laws of the State of Wisconsin, other than its laws regarding choice of laws, except to the extent that the state law is preempted by any federal law.

FISERV, INC.

AUSTRALIAN EMPLOYEE STOCK PURCHASE PLAN

1. Purpose.

The purpose of the Plan is to provide employees of Fiserv Australia and Designated Subsidiaries with an opportunity to purchase Common Stock of Fiserv through accumulated payroll deductions.

The Plan was approved by the Board of Directors of Fiserv and will be effective on March 8, 2000. The Employee Stock Purchase Plan effective in the United States (the "U.S. Plan") will be presented for approval by the Fiserv shareholders at the annual shareholder meeting to be held in March, 2000. If the Fiserv shareholders do not approve the U.S. Plan, this Plan will terminate and any amounts deducted from participant payroll checks will be refunded to the Plan participants.

2. Definitions.

- (a) "Board" means (i) the Board of Directors of Fiserv or (ii) if and to the extent that the Board has appointed a committee, whose members need not be members of the Board of Directors, to exercise some or all of the functions of the Board hereunder, such committee.
- (b) "Common Stock" means the Common Stock of Fiserv.
- (c) "Company" means Fiserv Australia and any other Designated Subsidiary of Fiserv. Except where the context clearly requires otherwise, any reference to "Company" in this Plan shall, with respect to a particular Employee, mean the entity by which he or she is employed.
- (d) "Compensation" means the total wages, bonuses, commissions, and overtime pay compensation paid with respect to an Offering Period by the Company to an Employee for services performed during such Offering Period, but excluding (i) extra compensation based upon special arrangements; (ii) deferred compensation; (iii) reimbursed expenses (including, but not limited to, moving expenses); (iv) expense allowances (including, but not limited to, travel and entertainment expense allowance); (v) stock options and any gain or income attributable thereto; (vi) imputed income with respect to any group life insurance program maintained by the Company on behalf of an Employee; (vii) referral payments, and (viii) other extra compensation (including, but not limited to, cash and non-cash fringe benefits).
- (e) "Designated Subsidiary" means any Subsidiary that has been designated by the Board from time to time in its sole discretion as eligible to participate in the Plan.
- (f) "Employee" means a person employed by the Company on or after March 8, 2000, whose customary employment with the Company is more than five (5) months in any calendar year. Notwithstanding the preceding sentence, (i) any individual performing services for the Company as an independent contractor or other contract service provider under the terms of a contract, agreement or other special arrangement between the Company and the individual, or other third party, that the parties do not contemplate being an employment relationship, and (ii) any employees or groups of employees excluded from the Plan by the Board shall not be considered as an Employee for any purpose under the Plan.
- (g) "Enrollment Date" means the first day of each Offering Period.
- (h) "Fair Market Value" means, as of any date, the closing sales price for a share of Common Stock (or the closing bid, if no sales were reported) as quoted on such exchange or system for the last market trading day on the date of such determination, as reported in The Wall Street Journal or such other source as the Board deems reliable.
- (i) "Fiserv" means Fiserv, Inc., a Wisconsin corporation.
- (j) "Fiserv Australia" means Fiserv Australia Pty Limited, ACN 081 056 911, a company incorporated in the State of New South Wales, Australia.
- (k) "Foreign Plans" means the Plan, the Fiserv, Inc. Singapore Employee Stock Purchase Plan, the Fiserv, Inc. Canadian Employee Stock Purchase Plan, the Fiserv Group Savings-Related Share Option Plan, and other plans so designated in the sole discretion of the Board.
- (l) "Grant/Exercise Date" means the last Trading Day of each Offering Period.

- (m) "Offering Period" means each of the calendar quarters of each year. The duration of Offering Periods may be changed pursuant to Section 4 of this Plan.
- (n) "Plan" means this Australian Employee Stock Purchase Plan.

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- (o) "Purchase Price" means an amount equal to 85% of the Fair Market Value of a share of Common Stock on the Grant/Exercise Date, provided, however, that the Purchase Price may be adjusted by the Board pursuant to Section 20.
- (p) "Reserves" means the number of shares of Common Stock covered by each option under the Plan that have not yet been exercised and the number of shares of Common Stock that have been authorized for issuance under the Plan but not yet placed under option.
- (q) "Subsidiary" means a domestic or foreign corporation, of which not less than 50% of the voting shares are held by Fiserv or a Subsidiary, whether or not that entity now exists or is hereafter organized or acquired by Fiserv or a Subsidiary.
- (r) "Trading Day" means a day on which United States national stock exchanges and the NASDAQ system are open for trading.

### 3. Eligibility.

- (a) Any Employee who is employed by the Company on the date the Plan becomes effective, as specified in Section 1, and thereafter, on a given Enrollment Date, including an Employee who is on an authorized leave of absence on such dates, shall be eligible to participate in the Plan.
- (b) Any provisions of the Plan to the contrary notwithstanding, no Employee shall be granted an option under the Plan (i) to the extent that, immediately after the grant, such Employee would own capital stock of Fiserv or of any Subsidiary and/or hold outstanding options to purchase such stock possessing five percent (5%) or more of the total combined voting power or value of all classes of the capital stock of Fiserv or of any Subsidiary, or (ii) to the extent that his or her rights to purchase stock under all employee stock purchase plans of Fiserv and its subsidiaries accrues at a rate that exceeds twenty-five thousand United States dollars (U.S.\$25,000) worth of stock (determined at the fair market value of the shares on the Grant/Exercise Date and converted into Australian dollars at the exchange rate prevailing on such date in the manner referred to in the last paragraph of Section 7) for each calendar year in which such option is outstanding at any time.

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### 4. Offering Periods.

The Plan shall be implemented by consecutive Offering Periods with a new Offering Period commencing on the first day of the calendar quarters of each year, or on such other date as the Board shall determine, and continuing thereafter until terminated in accordance with Section 20 hereof. The Board shall have the power to change the duration of Offering Periods (including the commencement dates thereof) with respect to future offerings without stockholder approval if such change is announced at least five (5) days prior to the scheduled beginning of the first Offering Period to be affected thereafter.

### 5. Participation.

- (a) An eligible Employee may become a participant in the Plan by completing a participation agreement provided by the Company authorizing payroll deductions and filing it with the Company's payroll office at least ten (10) business days prior to the applicable Enrollment Date.
- (b) Payroll deductions for a participant shall commence on the first payroll following the Enrollment Date and shall end on the last payroll in the Offering Period to which such authorization is applicable, unless sooner terminated by the participant as provided in Section 10 hereof.
- (c) Notwithstanding paragraphs 5(a) and (b) above, for purposes of participation in the Plan for the year 2000 only, a participant who has completed and filed a participation agreement may make a one-time lump sum contribution, by personal check at the time of enrollment for an amount not exceeding the total payroll deductions that would have been made (prior to the commencement of deductions under paragraph

5(b)), had the participation agreement taken effect as of the first payroll for the year 2000.

6. Payroll Deductions.

- (a) At the time a participant files his or her participation agreement, he or she shall elect to have payroll deductions made on each pay day during the Offering Period in any whole percentage, but not exceeding ten percent (10%) of the Compensation which he or she receives on each pay day during the Offering Period. Subject to paragraph 5(c) above, contributions to the Plan other than by payroll deduction are not permitted. Unless the Board, in the future, determines otherwise, the maximum amount that may be deducted from any participant's Compensation for the purpose of purchasing Common Stock under this Plan shall not exceed twenty-one thousand two hundred and fifty United States dollars (U.S.\$21,250) in any single calendar year (determined at the Fair Market Value of the Common Stock on the Grant/Exercise Date and converted into Australian dollars at the exchange rate prevailing on such date in the manner referred to in the last paragraph of Section 7). Any amount deducted that exceeds U.S.\$21,250 shall be credited to the participant's account and applied to the following year's contributions or, if such participant discontinues participation in the Plan pursuant to paragraph 6(c) below, returned to the participant. A participant who is under the age of 18 must have a parent's or guardian's written permission to participate.

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- (b) A participant may not change the amount of payroll deductions during an Offering Period, but may change the amount to be deducted for any subsequent Offering Period by filing notice thereof at least ten (10) business days prior to the Enrollment Date on which the subsequent Offering Period commences.
- (c) A participant may discontinue his or her participation in the Plan as provided in Section 10 hereof, during an Offering Period by completing and filing with the Company a form provided for such purpose.
- (d) A participant's participation agreement shall remain in effect for successive Offering Periods (including any portion of an Offering Period during which the participant is on an authorized leave of absence, although payroll deductions will be discontinued for any period for which the participant is not receiving Compensation), unless terminated prior to an Offering Period as provided in Section 10 hereof.
- (e) All payroll deductions made for a participant shall be credited to an unfunded and unsecured bookkeeping account maintained on behalf of the participant and deposited with the general funds of the Company
- (f) Notwithstanding the foregoing, to the extent necessary to comply with Section 3(b) hereof, a participant's payroll deductions may be decreased to zero percent (0%) at any time during an Offering Period. Payroll deductions shall recommence at the rate provided in such participant's participation agreement for the first Offering Period that has a Grant/Exercise Date in the following calendar year, unless terminated by the participant as provided in Section 10 hereof.
- (g) At the time the option is exercised, in whole or in part, or at the time some or all the Common Stock issued under the Plan is disposed of, the participant must make adequate provision for the tax obligations, if any, that arise upon the exercise of the option or the disposition of the Common Stock. At any time, the Company may, but shall not be obligated to, withhold from the participant's compensation the amount necessary for the Company to meet applicable withholding obligations, including any withholding required to make available to Fiserv any tax deductions or benefits attributable to sale or other disposition of Common Stock by the Employee.

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7. Grant of Option.

On the Grant/Exercise Date of each Offering Period, each eligible Employee participating in such Offering Period shall be granted an option to purchase on the Grant/Exercise Date of such Offering Period (at the applicable Purchase Price) up to a number of shares of the Common Stock determined by dividing such Employee's accumulated payroll deductions as of the Grant/Exercise Date by the applicable Purchase Price; provided that in no event shall an Employee be permitted to purchase during each Offering Period more than two thousand five hundred (2,500) shares (subject to any adjustment pursuant to Section 19), and provided further that such purchase shall be subject to the limitations set forth in Sections 3(b) and 13 hereof. Exercise of the option shall occur as provided in Section 8 hereof, unless the participant has withdrawn pursuant to Section 10 hereof. The Option shall expire on the last day of the Offering

Period.

Amounts accumulated in a participant's account shall be converted into U.S. dollars on each Grant/Exercise Date by reference to the New York foreign exchange selling rates reported in The Wall Street Journal for the last business day immediately preceding such Grant/Exercise Date.

8. Exercise of Option.

Unless a participant withdraws from the Plan, at least ten (10) business days prior to the Grant/Exercise Date, as provided in Section 10 hereof, his or her option for the purchase of shares shall be exercised automatically on the Grant/Exercise Date, and the maximum number of shares (including fractional) shall be purchased for such participant at the applicable Purchase Price with the accumulated payroll deductions accumulated during the Offering Period. During a participant's lifetime, a participant's option to purchase shares hereunder is exercisable only by him or her.

9. Delivery.

As soon as administratively practicable following the Grant/Exercise Date, the shares of Common Stock purchased on behalf of a participant pursuant to the exercise of his or her option will be credited to an account with a transfer agent or a securities brokerage firm, as determined by Fiserv, in the name of the participant. By electing to participate in the Plan, a participant will be deemed to authorize the establishment of an account in his or her name with the transfer agent or securities brokerage firm selected by Fiserv. A participant may request that the transfer agent or securities brokerage firm arrange, subject to any applicable fee, for the delivery to the participant or an account designated by the participant of some or all of the Common Stock held in the participant's account. If the participant desires to sell some or all of his or her shares of Common Stock held in his or her account, he or she may do so (i) by disposing of the shares of Common Stock through the transfer agent or securities brokerage firm, subject to any applicable fee, or (ii) through such other means as Fiserv may permit.

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10. Withdrawal.

- (a) At any time during an Offering Period, a participant may terminate his or her payroll deductions under the Plan and withdraw from the Offering Period by delivering to the Company a notice of withdrawal in such form as the Company provides. Such withdrawal may be elected at any time, but must be received no later than ten (10) business days prior to the end of the Offering Period. Upon withdrawal from the Offering Period by a participant, the Company shall distribute to such participant all of his or her accumulated payroll deductions under the Offering Period, without interest, and such participant's interest in the Offering Period shall be automatically terminated. A participant's withdrawal from an Offering Period will have no effect on his or her eligibility to participate in subsequent Offering Periods that commence after the termination of the Offering Period from which the participant withdraws, but the participant will be required to deliver a new participation agreement in order to participate in subsequent Offering Periods under the Plan.
- (b) A participant's withdrawal from an Offering Period shall not have any effect upon his or her eligibility to participate in any similar plan, which may hereafter be adopted by Fiserv.

11. Termination of Employment; Leave of Absence.

Upon a participant's ceasing to be an Employee for any reason, he or she shall be deemed to have elected to withdraw from the Plan and his or her payroll deductions accumulated during the Offering Period but not yet used to exercise the option shall be returned to such participant or, in the case of his or her death, to the person or persons entitled thereto under Section 15 hereof, and such participant's option shall be automatically terminated. The preceding sentence notwithstanding, a participant who receives payment in lieu of notice of termination of employment shall be treated as continuing to be an Employee for the participant's customary number of hours per week of employment during the period in which the participant is subject to such payment in lieu of notice. For purposes of this Section 11, a participant will not be deemed to have terminated employment in the case of any leave of absence approved by the Company.

12. Interest.

No interest shall accrue on the payroll deductions of a participant in the Plan.

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13. Stock.

- (a) Subject to adjustment upon changes in capitalization of Fiserv as provided in Section 19 hereof, the maximum aggregate number of shares of the Common Stock that shall be made available for sale under the U.S. Plan and the Foreign Plans shall be five hundred thousand (500,000) shares, plus an annual increase to be added on the first day of Fiserv's fiscal year beginning in 2001 equal to the least of (i) four hundred thousand (400,000) shares, (ii) one percent (1%) of the shares of Common Stock outstanding on such date or (iii) a lesser amount determined by the Board. If, on a given Grant/Exercise Date, the number of shares with respect to which options are to be exercised exceeds the number of shares then available under the Plan, Fiserv shall make a pro rata allocation of the shares remaining available for purchase in as uniform a manner as shall be practicable and as it shall determine to be equitable.
- (b) A participant shall have no interest or voting right in shares covered by his or her option until the option has been exercised.
- (c) Shares to be delivered to a participant under the Plan shall be registered solely in the name of the participant.
- (d) Cash dividends attributable to shares allocated to participants' accounts as of the record date for which such cash dividends are declared will be used to purchase additional full or fractional shares of stock.

14. Administration.

The Plan shall be administered by the Board or a committee appointed by the Board. The Board or the committee shall have full and exclusive discretionary authority to construe, interpret and apply the terms of the Plan, to determine eligibility and to adjudicate all disputed claims filed under the Plan. Every finding, decision and determination made by the Board or the committee shall, to the full extent permitted by law, be final and binding upon all parties.

15. Designation of Beneficiary.

- (a) A participant may file with the Company, on a form provided by the Company, a written designation of a beneficiary who is to receive any shares and cash from the participant's account under the Plan in the event of such participant's death subsequent to a Grant/Exercise Date on which the option is exercised but prior to delivery to such participant of such shares and cash.

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- (b) The designation of beneficiary may be changed by the participant at any time by delivering written notice to the Company, on a form provided by the Company. In the event of the death of a participant, and in the absence of a beneficiary validly designated under the Plan who is living at the time of such participant's death, the Board shall deliver such shares and/or cash to the surviving legal spouse (if any) of the participant, or if there is no surviving spouse, then to the estate of the participant.

16. Transferability.

Neither payroll deductions credited to a participant's account nor any rights to exercise an option or to receive shares under the Plan may be assigned, transferred, pledged or otherwise disposed of in any way (other than as provided in Section 15 hereof) by the participant. Any such attempt at assignment transfer, pledge or other disposition shall be without effect, except that the Company may treat such act as an election to withdraw from an Offering Period in accordance with Section 10 hereof.

17. Use of Funds.

All payroll deductions received or held by the Company under the Plan may be used by the Company for any corporate purpose, and the Company shall not be obligated to segregate such payroll deductions.

18. Reports.

Individual accounts shall be maintained for each participant in the Plan. Statements of account shall be given to participating Employees after the end of each Offering Period setting forth with respect to such Offering Period the number of shares purchased and the price per share thereof, and also setting forth the total number of shares then held in each account.

19. Adjustments Upon Changes in Capitalization, Dissolution, Liquidation, Merger or Asset Sale.

- (a) Changes in Capitalization. Subject to any required action by the stockholders of Fiserv, the Reserves, the maximum number of shares

each participant may purchase per Offering Period (pursuant to Section 7), as well as the price per share and the number of shares of Common Stock covered by each option under the Plan that has not yet been exercised, shall be proportionately adjusted for any increase or decrease in the number of issued shares of Common Stock resulting from a stock split, reverse stock split, stock dividend, combination or reclassification of the Common Stock, or any other increase or decrease in the number of shares of Common Stock effected without receipt of consideration by Fiserv; provided however, that conversion of any convertible securities of Fiserv shall not be deemed to have been "effected without receipt of consideration." Such adjustment shall be made by the Board, whose determination in that respect shall be final, binding and conclusive. Except as expressly provided herein, no issuance by Fiserv of shares of stock of any class, or securities convertible into shares of stock of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number or price of shares of Common Stock subject to an option.

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- (b) Dissolution or Liquidation. In the event of the proposed dissolution or liquidation of Fiserv, the Offering Period then in progress shall be shortened by setting a new Grant/Exercise Date (the "New Grant/Exercise Date"), and shall terminate immediately prior to the consummation of such proposed dissolution or liquidation, unless provided otherwise by the Board. The New Grant/Exercise Date shall be before the date of Fiserv's proposed dissolution or liquidation. The Board shall notify each participant in writing, at least twenty-one (21) business days prior to the New Grant/Exercise Date, that the Grant/Exercise Date for the participant's option has been changed to the New Grant/Exercise Date and that the participant's option shall be exercised automatically on the New Grant/Exercise Date, unless prior to such date the participant has withdrawn from the Offering Period as provided in Section 10 hereof.
- (c) Merger or Asset Sale. In the event of a proposed sale of all or substantially all of the assets of Fiserv, or the merger of Fiserv with or into another corporation, each outstanding option shall be assumed or an equivalent option substituted by the successor corporation or a parent or subsidiary of the successor corporation. In the event that the successor corporation refuses to assume or substitute for the option, the Offering Period then in progress shall be shortened by setting a new Grant/Exercise Date (the "New Grant/Exercise Date"). The New Grant/Exercise Date shall be before the date of Fiserv's proposed sale or merger. The Board shall notify each participant in writing, at least twenty-one (21) business days prior to the New Grant/Exercise Date, that the Grant/Exercise Date for the participant's option has been changed to the New Grant/Exercise Date and that the participant's option shall be exercised automatically on the New Grant/Exercise Date, unless prior to such date the participant has withdrawn from the Offering Period as provided in Section 10 hereof.

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## 20. Amendment or Termination.

- (a) The Board may at any time and for any reason terminate or amend the Plan. Except as provided in Section 19, no such termination can affect options previously granted. Nevertheless, an Offering Period may be terminated by the Board of Directors on any Grant/Exercise Date if the Board determines that the termination of the Offering Period or the Plan is in the best interest of Fiserv and its stockholders. Except as provided in Section 19 and Section 20 hereof, no amendment may make any change in any option theretofore granted that adversely affects the rights of any participant. To the extent necessary to comply with any applicable law, regulation or stock exchange rule, Fiserv shall obtain shareholder approval in such a manner and to such a degree as required.
- (b) Without stockholder approval or consent and without regard to whether any participant rights may be considered to have been "adversely affected," the Board (or its committee) shall be entitled to change the Offering Periods, limit the frequency and/or number of changes in the amount withheld during an Offering Period, establish, subject to Section 7, the exchange ratio applicable to amounts withheld in a currency other than U.S. dollars, permit payroll withholding in excess of the amount designated by a participant in order to adjust for delays or mistakes in the Company's processing of properly completed withholding elections, establish reasonable waiting and adjustment periods and/or accounting and crediting procedures to ensure that amounts applied toward the purchase of Common Stock for each participant properly correspond with amounts withheld from the participant's Compensation, and establish such other limitations or

procedures as the Board (or its committee) determines in its sole discretion advisable, that are consistent with the Plan.

- (c) In the event the Board determines that the ongoing operation of the Plan may result in unfavorable financial accounting consequences, the Board may, in its discretion and, to the extent necessary or desirable, modify or amend the Plan to reduce or eliminate such accounting consequences including, but not limited to:
- (i) altering the Purchase Price for any Offering Period, including an Offering Period underway at the time of the change in Purchase Price;
  - (ii) shortening any Offering Period so that the Offering Period ends on a new Grant/Exercise Date, including an Offering Period underway at the time of the Board action; and
  - (iii) allocating shares.

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Such modifications or amendments shall not require stockholder approval or the consent of any Plan participants.

#### 21. Notices.

All notices or other communications by a participant to the Company under or in connection with the Plan shall be deemed to have been duly given when received in the form specified by the Company at the location, or by the person, designated by the Company for the receipt thereof.

#### 22. Conditions Upon Issuance of Shares.

Shares shall not be issued with respect to an option unless the exercise of such option and the issuance and delivery of such shares pursuant thereto shall comply with all applicable provisions of law, domestic or foreign, including, without limitation, the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, the rules and regulations promulgated thereunder, and the requirements of any stock exchange upon which the shares may then be listed, and shall be further subject to the approval of counsel for Fiserv with respect to such compliance.

As a condition to the exercise of an option, Fiserv may require the person exercising such option to represent and warrant at the time of any such exercise that the shares are being purchased only for investment and without any present intention to sell or distribute such shares if, in the opinion of counsel for Fiserv, such a representation is required by any of the aforementioned applicable provisions of law.

#### 23. Term of Plan.

The Plan shall become effective on March 8, 2000. It shall continue in effect for a term of ten (10) years unless sooner terminated under Section 20 hereof.

#### 24. No Employment Rights.

The Plan does not, directly or indirectly, create in any Employee or class of Employees any right with respect to continuation of employment by the Company, and it may not be deemed to interfere in any way with the Company's right to terminate, or otherwise modify, an Employee's employment at any time.

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#### 25. Effect of Plan.

The provisions of the Plan, in accordance with its terms, will be binding upon, and inure to the benefit of, all successors of each Employee participating in the Plan including, without limitation, the Employee's estate and the executors, administrators or trustees thereof, heirs and legatees, and any receiver, trustee in bankruptcy or representative of creditors of the Employee.

#### 26. Governing Law.

The Plan will be construed, interpreted, applied and enforced in accordance with the laws of the United States and the State of Wisconsin, other than with respect to laws regarding choice of laws, except to the extent that the Wisconsin state law is preempted by any United States federal law.

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FISERV, INC.

CANADIAN EMPLOYEE STOCK PURCHASE PLAN

1. Purpose

The purpose of the Plan is to provide employees of Fiserv Canada and any other Designated Subsidiaries of Fiserv with an opportunity to purchase Common Shares of Fiserv through accumulated payroll deductions.

The Plan was approved by the Board of Directors of Fiserv and will be effective on \_\_\_\_\_, 2000. The Employee Stock Purchase Plan effective in the United States (the "U.S. Plan") will be presented for approval by the Fiserv shareholders at the annual shareholder meeting to be held in March, 2000. If the Fiserv shareholders do not approve the U.S. Plan, this Plan will terminate and any amounts deducted from participant payroll checks will be refunded to the Plan participants.

2. Definitions

- (a) "Board" shall mean (i) the Board of Directors of Fiserv or (ii) if and to the extent that the Board has appointed a committee, whose members need not be members of the Board of Directors, to exercise some or all of the functions of the Board hereunder, such committee.
- (b) "Common Shares" shall mean shares in the common stock of Fiserv.
- (c) "Company" shall mean Fiserv Canada and any other Designated Subsidiary of Fiserv. Except where the context clearly requires otherwise, any reference to "Company" in this Plan shall, with respect to a particular Employee, mean the entity by which he or she is employed.
- (d) "Compensation" shall mean the total wages, bonuses, commissions, and overtime pay compensation paid with respect to an Offering Period by the Company to an Employee for services performed during such Offering Period, but excluding (i) extra compensation based upon special arrangements; (ii) deferred compensation; (iii) reimbursed expenses (including, but not limited to, moving expenses); (iv) expense allowances (including, but not limited to, travel and entertainment expense allowance); (v) stock options and any gain or income attributable thereto; (vi) imputed income with respect to any group life insurance program maintained by
- (d) the Company on behalf of an Employee; (vii) referral payments, and (viii) other extra compensation (including, but not limited to, cash and non-cash fringe benefits).
- (e) "Designated Subsidiary" shall mean any Subsidiary that has been designated by the Board from time to time in its sole discretion as eligible to participate in the Plan.
- (f) "Employee" shall mean a person employed by the Company on or after 0, 2000, [Draft Note: Effective Date] whose customary employment with the Company is more than five (5) months in any calendar year. Notwithstanding the preceding sentence, (i) any individual performing services for the Company as an independent contractor or other contract service provider under the terms of a contract, agreement or other special arrangement between the Company and the individual, or other third party, that the parties do not contemplate being an employment relationship, and (ii) any employees or groups of employees excluded from the Plan by the Board shall not be considered as an Employee for any purpose under the Plan.
- (g) "Enrollment Date" shall mean the first day of each Offering Period.
- (h) "Fair Market Value" shall mean, as of any date, the closing sale price for a Common Share (or the closing bid, if no sales were reported) as quoted on such exchange or system for the last market trading day on the date of such determination, as reported in The Wall Street Journal or such other source as the Board deems reliable, or, if the Common Shares are not then listed on any stock exchange or quoted on any quotation system, as reported on the over-the-counter market on which the greatest volume of Common Shares traded during such period.
- (i) "Fiserv" shall mean Fiserv, Inc., a Wisconsin corporation.
- (j) "Fiserv Canada" shall mean Fiserv Solutions of Canada Inc., an Ontario corporation.
- (k) "Foreign Plans" shall mean the Plan, the Fiserv, Inc. Australian Employee Stock Purchase Plan, the Fiserv, Inc. Singapore Employee Stock Purchase Plan, the Fiserv Group Savings - Related Share Option Plan, and other plans so designated in the sole discretion of the

Board.

- (l) "Grant/Exercise Date" shall mean the last Trading Day of each Offering Period.
- (m) "Offering Period" shall mean each of the calendar quarters of each year. The duration of Offering Periods may be changed pursuant to Section 4 of this Plan.

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- (n) "Plan" shall mean this Canadian Employee Stock Purchase Plan.
- (o) "Purchase Price" shall mean an amount equal to 85% of the Fair Market Value of a Common Share on the Grant/Exercise Date, provided, however, that the Purchase Price may be adjusted by the Board pursuant to Section 20.
- (p) "Reserves" shall mean the number of Common Shares covered by each option under the Plan which have not yet been exercised and the number of Common Shares which have been authorized for issuance under the Plan but not yet placed under option.
- (q) "Subsidiary" shall mean a corporation of which greater than 50% of the voting shares are held by Fiserv or a Subsidiary, whether or not that entity now exists or is hereafter organized or acquired by Fiserv or a Subsidiary.
- (r) "Trading Day" shall mean a day on which national stock exchanges and the NASDAQ system are open for trading.

### 3. Eligibility

- (a) Any Employee who is employed by the Company on the date the Plan becomes effective, as specified in Section 1, and thereafter, on a given Enrollment Date, including an Employee who is on an authorized leave of absence on such dates, shall be eligible to participate in the Plan.
- (b) Any provisions of the Plan to the contrary notwithstanding, no Employee shall be granted an option under the Plan (i) to the extent that, immediately after the grant, such Employee would own, beneficially, capital stock of Fiserv or of any Subsidiary and/or hold outstanding options to purchase such stock possessing five percent (5%) or more of the total combined voting power or value of all classes of the capital stock of Fiserv or of any Subsidiary, or (ii) to the extent that his or her rights to purchase stock under all employee stock purchase plans of Fiserv and its subsidiaries accrues at a rate which exceeds twenty-five thousand United States dollars (U.S. \$25,000) worth of stock (determined at the Fair Market Value of the Common Shares on the Grant/Exercise Date and converted into Canadian dollars at the exchange rate prevailing on such date in the manner referred to in the last paragraph of Section 7) for each calendar year in which such option is outstanding at any time.

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### 4. Offering Periods

The Plan shall be implemented by consecutive Offering Periods with a new Offering Period commencing on the first day of the calendar quarters of each year, or on such offer date as the Board shall determine, and continuing thereafter until terminated in accordance with Section 20 hereof. The Board shall have the power to change the duration of Offering Periods (including the commencement dates thereof) with respect to future offerings without shareholder approval if such change is announced at least five (5) days prior to the scheduled beginning of the first Offering Period to be affected thereafter.

### 5. Participation

- (a) An eligible Employee may become a participant in the Plan by completing a participation agreement provided by the Company authorizing payroll deductions and filing it with the Company's payroll office at least ten (10) business days prior to the applicable Enrollment Date.
- (b) Payroll deductions for a participant shall commence on the first payroll following the Enrollment Date and shall end on the last payroll in the Offering Period to which such authorization is applicable, unless sooner terminated by the participant as provided in Section 10 hereof.
- (c) Notwithstanding paragraphs 5(a) and (b) above, for purposes of participation in the Plan for the year 2000 only, a participant who has completed and filed a participation agreement may submit a cheque

for an amount not exceeding the total payroll deductions that would have been made (prior to the commencement of deductions under paragraph 5(b)) had the participation agreement taken effect as of the first payroll for the year 2000.

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## 6. Payroll Deductions

- (a) At the time a participant files his or her participation agreement, he or she shall elect to have payroll deductions made on each pay day during the Offering Period in any whole percentage, but not exceeding ten percent (10%) of the Compensation which he or she receives on each pay day during the Offering Period. Subject to paragraph 5(c) above, contributions to the Plan other than by payroll deduction are not permitted. Unless the Board, in the future, determines otherwise, the maximum amount that may be deducted from any participant's Compensation for the purpose of purchasing Common Shares under this Plan shall not exceed twenty-one thousand two-hundred and fifty United States dollars (U.S. \$21,250) in any single calendar year (determined at the Fair Market Value of the Common Shares on the Grant/Exercise Date and converted into Canadian dollars at the exchange rate prevailing on such date in the manner referred to in the last paragraph of Section 7). Any amount deducted which exceeds U.S.\$21,250 shall be credited to the participant's account and applied to the following year's contributions or, if such participant discontinues participation in the Plan pursuant to paragraph 6(c) below, returned to the participant. A participant who is under the age of 19 must have a parent's or guardian's written permission to participate.
- (b) A participant may not change the amount of payroll deductions during an Offering Period, but may change the amount to be deducted for any subsequent Offering Period by filing notice thereof at least ten (10) business days prior to the Enrollment Date on which the subsequent Offering Period commences.
- (c) A participant may discontinue his or her participation in the Plan as provided in Section 10 hereof, during an Offering Period by completing and filing with the Company a form provided for such purpose.
- (d) A participant's participation agreement shall remain in effect for successive Offering Periods (including any portion of an Offering Period during which the participant is on an authorized leave of absence, although payroll deductions will be discontinued for any period for which the participant is not receiving Compensation), unless terminated prior to an Offering Period as provided in Section 10 hereof.
- (e) All payroll deductions made for a participant shall be credited to an unfunded and unsecured bookkeeping account maintained on behalf of the participant and deposited with the general funds of the Company.
- (f) Notwithstanding the foregoing, to the extent necessary to comply with Section 3(b) hereof, a participant's payroll deductions may be decreased to zero percent (0%) at any time during an Offering Period. Payroll deductions shall recommence at the rate provided in such participant's participation agreement for the first Offering Period that has a Grant/Exercise Date in the following calendar year, unless terminated by the participant as provided in Section 10 hereof.

## 7. Grant of Option

On the Grant/Exercise Date of each Offering Period, each eligible Employee participating in such Offering Period shall be granted an option to purchase on the Grant/Exercise Date of such Offering Period (at the applicable Purchase Price) up to a number of Common Shares determined by dividing such Employee's accumulated payroll deductions as of the Grant/Exercise Date by the applicable Purchase Price; provided that in no event shall an Employee be permitted to purchase during each Offering Period more than two thousand five hundred (2,500) Common Shares (subject to any adjustment pursuant to Section 19), and provided further that such purchase shall be subject to the limitations set forth in Sections 3(b) and 13 hereof. Exercise of the option shall occur as provided in Section 8 hereof, unless the participant has withdrawn pursuant to Section 10 hereof. The option shall expire on the last day of the Offering Period.

Amounts accumulated in a participant's account shall be converted into U.S. dollars on each Grant/Exercise Date by reference to the New York foreign exchange selling rates reported in The Wall Street Journal for the last business day immediately preceding such Grant/Exercise Date.

## 8. Exercise of Option

Unless a participant withdraws from the Plan, at least ten (10) business days prior to the Grant/Exercise Date, as provided in Section 10 hereof, his or her option for the purchase of Common Shares shall be exercised automatically on the

Grant/Exercise Date, and the maximum number of Common Shares (including fractional) shall be purchased for such participant at the applicable Purchase Price with the accumulated payroll deductions accumulated during the Offering Period. During a participant's lifetime, a participant's option to purchase Common Shares hereunder is exercisable only by him or her.

#### 9. Delivery

As soon as administratively practicable following the Grant/Exercise Date, the Common Shares purchased on behalf of a participant pursuant to the exercise of his or her option will be credited to an account with a transfer agent or a securities brokerage firm, as determined by Fiserv, in the name of the participant. By electing to participate in the Plan, a participant will be deemed to authorize the establishment of an account in his or her name with the transfer agent or securities brokerage firm selected by Fiserv. A participant may request that the transfer agent or securities brokerage firm arrange, subject to any applicable fee, for the delivery to the participant or an account designated by the participant of some or all of the Common Shares held in the participant's account. If the participant desires to sell some or all of his or her Common Shares held in his or her account, he or she may do so (i) by disposing of the Common Shares through the transfer agent or securities brokerage firm, subject to applicable law and any applicable fee, or (ii) through such other means as Fiserv may permit.

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#### 10. Withdrawal

- (a) At any time during an Offering Period, a participant may terminate his or her payroll deductions under the Plan and withdraw from the Offering Period by delivering to the Company a notice of withdrawal in such form as the Company provides. Such withdrawal may be elected at any time, but must be received no later than ten (10) business days prior to the end of the Offering Period. Upon withdrawal from the Offering Period by a participant, the Company shall distribute to such participant all of his or her accumulated payroll deductions under the Offering Period, without interest, and such participant's interest in the Offering Period shall be automatically terminated. A participant's withdrawal from an Offering Period will have no effect on his or her eligibility to participate in subsequent Offering Periods that commence after the termination of the Offering Period from which the participant withdraws, but the participant will be required to deliver a new participation agreement in order to participate in subsequent Offering Periods under the Plan.
- (b) A participant's withdrawal from an Offering Period shall not have any effect upon his or her eligibility to participate in any similar plan, which may hereafter be adopted by Fiserv.

#### 11. Termination of Employment; Leave of Absence

Upon a participant's ceasing to be an Employee for any reason, his or her participation in the Plan will terminate and he or she shall be deemed to have elected to withdraw from the Plan and his or her payroll deductions accumulated during the Offering Period but not yet used to exercise the option shall be returned to such participant or, in the case of his or her death, subject to applicable law, to the person or persons entitled thereto under Section 15 hereof, and such participant's option shall be automatically terminated. Notwithstanding the preceding sentence, if a participant is terminated from employment with the Company without cause, he or she will be entitled to continue to participate in the Plan for a period no longer than the applicable employment standards notice period. For purposes of this Section 11, a participant will not be deemed to have terminated employment in the case of any leave of absence approved by the Company.

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#### 12. Interest

No interest shall accrue on the payroll deductions of a participant in the Plan.

#### 13. Common Shares

- (a) The Common Shares subject to issuance under the terms of the Plan shall be authorized but unissued shares, previously issued shares reacquired and held by Fiserv or shares purchased on the open market. Subject to adjustment upon changes in capitalization of Fiserv as provided in Section 19 hereof, the maximum aggregate number of Common Shares which shall be made available for sale under the U.S. Plan and the Foreign Plans, together, shall be five hundred thousand (500,000) Common Shares, plus an annual increase to be added on the first day of Fiserv's fiscal year beginning in 2001 equal to the least of (i) four hundred thousand (400,000) Common Shares, (ii) one percent (1%) of the

Common Shares outstanding on such date or (iii) a lesser amount determined by the Board. If, on a given Grant/Exercise Date, the number of Common Shares with respect to which options are to be exercised exceeds the number of Common Shares then available under the Plan, Fiserv shall make a pro rata allocation of the Common Shares remaining available for purchase in as uniform a manner as shall be practicable and as it shall determine to be equitable.

- (b) A participant shall have no interest or voting right in Common Shares covered by his or her option until the option has been exercised.
- (c) Common Shares to be delivered to a participant under the Plan upon request of the transfer agent or securities brokerage firm pursuant to Section 9 shall be registered solely in the name of the participant.
- (d) Cash dividends attributable to Common Shares allocated to participants' accounts as of the record date for which such cash dividends are declared will be used to purchase additional full or fractional Common Shares. Such purchases shall be made by the transfer agent or securities brokerage firm selected by Fiserv to assist with the Plan, on behalf of the participant, on the open market.

#### 14. Administration

The Plan shall be administered by the Board or a committee appointed by the Board. The Board or the committee shall have full and exclusive discretionary authority to construe, interpret and apply the terms of the Plan, to determine eligibility and to adjudicate all disputed claims filed under the Plan. Every finding, decision and determination made by the Board or the committee shall, to the full extent permitted by law, be final and binding upon all parties.

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#### 15. Designation of Beneficiary

- (a) A participant may file with the Company, on a form provided by the Company, a written designation of a beneficiary who, subject to applicable law, is to receive any shares and cash from the participant's account under the Plan in the event of such participant's death subsequent to a Grant/Exercise Date on which the option is exercised but prior to delivery to such participant of such Common Shares and cash.
- (b) Subject to applicable law, the designation of beneficiary may be changed by the participant at any time by delivering written notice to the Company, on a form provided by the Company. In the event of the death of a participant, and in the absence of a beneficiary validly designated under the Plan who is living at the time of such participant's death, the Board shall, subject to applicable law, deliver such Common Shares and/or cash to the surviving legal spouse (if any) of the participant, or if there is no surviving spouse, then to the estate of the participant.

#### 16. Transferability

Neither payroll deductions credited to a participant's account nor any rights to exercise an option or to receive Common Shares under the Plan may be assigned, transferred, pledged or otherwise disposed of in any way (other than as provided in Section 15 hereof) by the participant. Any such attempt at assignment transfer, pledge or other disposition shall be without effect, except that the Company may treat such act as an election to withdraw from an Offering Period in accordance with Section 10 hereof.

#### 17. Use of Funds

All payroll deductions received or held by the Company under the Plan may be used by the Company for any corporate purpose, and the Company shall not be obligated to segregate such payroll deductions.

#### 18. Reports

Individual accounts shall be maintained for each participant in the Plan. Statements of account shall be given to participating Employees after the end of each Offering Period setting forth with respect to such Offering Period the number of Common Shares purchased and the price per share thereof, and also setting forth the total number of Common Shares then held in each account.

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#### 19. Adjustments Upon Changes in Capitalization, Dissolution, Liquidation, Merger or Asset Sale

- (a) Changes in Capitalization. Subject to any required action by the shareholders of Fiserv, the Reserves, the maximum number of Common

Shares each participant may purchase per Offering Period (pursuant to Section 7), as well as the price per Common Share and the number of Common Shares covered by each option under the Plan that has not yet been exercised, shall be proportionately adjusted for any increase or decrease in the number of issued Common Shares resulting from a stock split, reverse stock split, stock dividend, combination or reclassification of the common stock of Fiserv or any other increase or decrease in the number of Common Shares effected without receipt of consideration by Fiserv; provided however, that conversion of any convertible securities of Fiserv shall not be deemed to have been "effected without receipt of consideration." Such adjustment shall be made by the Board, whose determination in that respect shall be final, binding and conclusive. Except as expressly provided herein, no issuance by Fiserv of shares of stock of any class, or securities convertible into shares of stock of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number or price of Common Shares subject to an option.

- (b) Dissolution or Liquidation. In the event of the proposed dissolution or liquidation of Fiserv, the Offering Period then in progress shall be shortened by setting a new Grant/Exercise Date (the "New Grant/Exercise Date"), and shall terminate immediately prior to the consummation of such proposed dissolution or liquidation, unless provided otherwise by the Board. The New Grant/Exercise Date shall be before the date of Fiserv's proposed dissolution or liquidation. The Board shall notify each participant in writing, at least twenty-one (21) business days prior to the New Grant/Exercise Date, that the Grant/Exercise Date for the participant's option has been changed to the New Grant/Exercise Date and that the participant's option shall be exercised automatically on the New Grant/Exercise Date, unless prior to such date the participant has withdrawn from the Offering Period as provided in Section 10 hereof.
- (c) Merger or Asset Sale. In the event of a proposed sale of all or substantially all of the assets of Fiserv, or the merger of Fiserv with or into another corporation, each outstanding option shall be assumed or an equivalent option substituted by the successor corporation or a parent or subsidiary of the successor corporation. In the event that the successor corporation refuses to assume or substitute for the option, the Offering Period then in progress shall be shortened by setting a new Grant/Exercise Date (the "New Grant/Exercise Date"). The New Grant/Exercise Date shall be before the date of Fiserv's proposed sale or merger. The Board shall notify each participant in writing, at least twenty-one (21) business days prior to the New Grant/Exercise Date, that the Grant/Exercise Date for the participant's option has been changed to the New Grant/Exercise Date and that the participant's option shall be exercised automatically on the New Grant/Exercise Date, unless prior to such date the participant has withdrawn from the Offering Period as provided in Section 10 hereof.

## 20. Amendment or Termination

- (a) The Board may at any time and for any reason terminate or amend the Plan. Except as provided in Section 19, no such termination can affect options previously granted. Nevertheless, an Offering Period may be terminated by the Board of Directors on any Grant/Exercise Date if the Board determines that the termination of the Offering Period or the Plan is in the best interest of Fiserv and its shareholders. Except as provided in Section 19 and Section 20 hereof, no amendment may make any change in any option theretofore granted that adversely affects the rights of any participant. To the extent necessary to comply with any applicable law, regulation or stock exchange rule, Fiserv shall obtain shareholder approval in such a manner and to such a degree as required.
- (b) Without shareholder approval or consent and without regard to whether any participant rights may be considered to have been "adversely affected," the Board (or its committee) shall be entitled to change the Offering Periods, limit the frequency and/or number of changes in the amount withheld during an Offering Period, establish, subject to Section 7, the exchange ratio applicable to amounts withheld in a currency other than U.S. dollars, permit payroll withholding in excess of the amount designated by a participant in order to adjust for delays or mistakes in the Company's processing of properly completed withholding elections, establish reasonable waiting and adjustment periods and/or accounting and crediting procedures to ensure that amounts applied toward the purchase of Common Shares for each participant properly correspond with amounts withheld from the participant's Compensation, and establish such other limitations or procedures as the Board (or its committee) determines in its sole discretion advisable, that are consistent with the Plan.

- (c) In the event the Board determines that the ongoing operation of the Plan may result in unfavorable financial accounting consequences, the Board may, in its discretion and, to the extent necessary or desirable, modify or amend the Plan to reduce or eliminate such accounting consequences including, but not limited to:

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- (i) altering the Purchase Price for any Offering Period, including an Offering Period underway at the time of the change in Purchase Price;
- (ii) shortening any Offering Period so that the Offering Period ends on a new Grant/Exercise Date, including an Offering Period underway at the time of the Board action; and
- (iii) allocating Common Shares.

Such modifications or amendments shall not require shareholder approval or the consent of any Plan participants.

#### 21. Notices

All notices or other communications by a participant to the Company under or in connection with the Plan shall be deemed to have been duly given when received in the form specified by the Company at the location, or by the person, designated by the Company for the receipt thereof.

#### 22. Conditions Upon Issuance of Common Shares

Common Shares shall not be issued with respect to an option unless the exercise of such option and the issuance and delivery of such Common Shares pursuant thereto shall comply with all applicable provisions of law, domestic or foreign, including, without limitation, the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, the rules and regulations promulgated thereunder, and the requirements of any stock exchange upon which the Common Shares may then be listed, and shall be further subject to the approval of counsel for Fiserv with respect to such compliance.

As a condition to the exercise of an option, Fiserv may require the person exercising such option to represent and warrant at the time of any such exercise that the Common Shares are being purchased only for investment and without any present intention to sell or distribute such shares if, in the opinion of counsel for Fiserv, such a representation is required by any of the aforementioned applicable provisions of law.

#### 23. Term of Plan

The Plan shall become effective on \_\_\_\_\_, 2000. It shall continue in effect for a term of ten (10) years unless sooner terminated under Section 20 hereof.

#### 24. No Employment Rights

The Plan does not, directly or indirectly, create in any Employee or class of Employees any right with respect to continuation of employment by the Company, and it may not be deemed to interfere in any way with the Company's right to terminate, or otherwise modify, an Employee's employment at any time.

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#### 25. Effect of Plan

The provisions of the Plan, in accordance with its terms, will be binding upon, and inure to the benefit of, all successors of each Employee participating in the Plan including, without limitation, the Employee's estate and the executors, administrators or trustees thereof, heirs and legatees, and any receiver, trustee in bankruptcy or representative of creditors of the Employee.

#### 26. Governing Law

The Plan will be construed, interpreted, applied and enforced in accordance with the laws of the United States and the State of Wisconsin, other than with respect to laws regarding choice of laws, except to the extent that the Wisconsin state law is preempted by any United States federal law.

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FISERV, INC.

SINGAPORE EMPLOYEE STOCK PURCHASE PLAN

1. Purpose.

The purpose of the Plan is to provide employees of Fiserv Singapore and Designated Subsidiaries with an opportunity to purchase Common Stock of Fiserv through accumulated payroll deductions.

The Plan was approved by the Board of Directors of Fiserv and will be effective on March 8, 2000. The Employee Stock Purchase Plan effective in the United States (the "U.S. Plan") will be presented for approval by the Fiserv shareholders at the annual shareholder meeting to be held in March, 2000. If the Fiserv shareholders do not approve the U.S. Plan, this Plan will terminate and any amounts deducted from participant payroll checks will be refunded to the Plan participants.

2. Definitions.

- (a) "Board" means (i) the Board of Directors of Fiserv or (ii) if and to the extent that the Board has appointed a committee, whose members need not be members of the Board of Directors, to exercise some or all of the functions of the Board hereunder, such committee.
- (b) "Common Stock" means the Common Stock of Fiserv.
- (c) "Company" means Fiserv Singapore and any other Designated Subsidiary of Fiserv. Except where the context clearly requires otherwise, any reference to "Company" in this Plan shall, with respect to a particular Employee, mean the entity by which he or she is employed.
- (d) "Compensation" means the total wages, bonuses, commissions, and overtime pay compensation paid with respect to an Offering Period by the Company to an Employee for services performed during such Offering Period, but excluding (i) extra compensation based upon special arrangements; (ii) deferred compensation; (iii) reimbursed expenses (including, but not limited to, moving expenses); (iv) expense allowances (including, but not limited to, travel and entertainment expense allowance); (v) stock options and any gain or income attributable thereto; (vi) imputed income with respect to any group life insurance program maintained by the Company on behalf of an Employee; (vii) referral payments, and (viii) other extra compensation (including, but not limited to, cash and non-cash fringe benefits).
- (e) "Designated Subsidiary" means any Subsidiary that has been designated by the Board from time to time in its sole discretion as eligible to participate in the Plan.
- (f) "Employee" means a person employed by the Company on or after March 8, 2000, whose customary employment with the Company is more than five (5) months in any calendar year. Notwithstanding the preceding sentence, (i) any individual performing services for the Company as an independent contractor or other contract service provider under the terms of a contract, agreement or other special arrangement between the Company and the individual, or other third party, that the parties do not contemplate being an employment relationship, and (ii) any employees or groups of employees excluded from the Plan by the Board shall not be considered as an Employee for any purpose under the Plan.
- (g) "Enrollment Date" means the first day of each Offering Period.
- (h) "Fair Market Value" means, as of any date, the closing sales price for a share of Common Stock (or the closing bid, if no sales were reported) as quoted on such exchange or system for the last market trading day on the date of such determination, as reported in The Wall Street Journal or such other source as the Board deems reliable.
- (i) "Fiserv" means Fiserv, Inc., a Wisconsin corporation.
- (j) "Fiserv Singapore" means Fiserv (ASPAC) Pte Ltd.
- (k) "Foreign Plans" means the Plan, the Fiserv, Inc. Australian Employee Stock Purchase Plan, the Fiserv, Inc. Canadian Employee Stock Purchase Plan, the Fiserv Group Savings-Related Share Option Plan, and other plans so designated in the sole discretion of the Board.
- (l) "Grant/Exercise Date" means the last Trading Day of each Offering Period.
- (m) "Offering Period" means each of the calendar quarters of each year.

The duration of Offering Periods may be changed pursuant to Section 4 of this Plan.

(n) "Plan" means this Singapore Employee Stock Purchase Plan.

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(o) "Purchase Price" means an amount equal to 85% of the Fair Market Value of a share of Common Stock on the Grant/Exercise Date, provided, however, that the Purchase Price may be adjusted by the Board pursuant to Section 20.

(p) "Reserves" means the number of shares of Common Stock covered by each option under the Plan that have not yet been exercised and the number of shares of Common Stock that have been authorized for issuance under the Plan but not yet placed under option.

(q) "Subsidiary" means a domestic or foreign corporation, of which not less than 50% of the voting shares are held by Fiserv or a Subsidiary, whether or not that entity now exists or is hereafter organized or acquired by Fiserv or a Subsidiary.

(r) "Trading Day" means a day on which United States national stock exchanges and the NASDAQ system are open for trading.

### 3. Eligibility.

(a) Any Employee who is employed by the Company on the date the Plan becomes effective, as specified in Section 1, and thereafter, on a given Enrollment Date, including an Employee who is on an authorized leave of absence on such dates, shall be eligible to participate in the Plan.

(b) Any provisions of the Plan to the contrary notwithstanding, no Employee shall be granted an option under the Plan (i) to the extent that, immediately after the grant, such Employee would own capital stock of Fiserv or of any Subsidiary and/or hold outstanding options to purchase such stock possessing five percent (5%) or more of the total combined voting power or value of all classes of the capital stock of Fiserv or of any Subsidiary, or (ii) to the extent that his or her rights to purchase stock under all employee stock purchase plans of Fiserv and its subsidiaries accrues at a rate that exceeds twenty-five thousand United States dollars (U.S.\$25,000) worth of stock (determined at the fair market value of the shares on the Grant/Exercise Date and converted into Singapore dollars at the exchange rate prevailing on such date in the manner referred to in the last paragraph of Section 7) for each calendar year in which such option is outstanding at any time.

### 4. Offering Periods.

The Plan shall be implemented by consecutive Offering Periods with a new Offering Period commencing on the first day of the calendar quarters of each year, or on such other date as the Board shall determine, and continuing thereafter until terminated in accordance with Section 20 hereof. The Board shall have the power to change the duration of Offering Periods (including the commencement dates thereof) with respect to future offerings without stockholder approval if such change is announced at least five (5) days prior to the scheduled beginning of the first Offering Period to be affected thereafter.

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### 5. Participation.

(a) An eligible Employee may become a participant in the Plan by completing a participation agreement provided by the Company authorizing payroll deductions and filing it with the Company's payroll office at least ten (10) business days prior to the applicable Enrollment Date.

(b) Payroll deductions for a participant shall commence on the first payroll following the Enrollment Date and shall end on the last payroll in the Offering Period to which such authorization is applicable, unless sooner terminated by the participant as provided in Section 10 hereof.

(c) Notwithstanding paragraphs 5(a) and (b) above, for purposes of participation in the Plan for the year 2000 only, a participant who has completed and filed a participation agreement may make a one-time lump sum contribution, by personal check at the time of enrollment for an amount not exceeding the total payroll deductions that would have been made (prior to the commencement of deductions under paragraph 5(b)), had the participation agreement taken effect as of the first payroll for the year 2000.

### 6. Payroll Deductions.

- (a) At the time a participant files his or her participation agreement, he or she shall elect to have payroll deductions made on each pay day during the Offering Period in any whole percentage, but not exceeding ten percent (10%) of the Compensation which he or she receives on each pay day during the Offering Period. Subject to paragraph 5(c) above, contributions to the Plan other than by payroll deduction are not permitted. Unless the Board, in the future, determines otherwise, the maximum amount that may be deducted from any participant's Compensation for the purpose of purchasing Common Stock under this Plan shall not exceed twenty-one thousand two hundred and fifty United States dollars (U.S.\$21,250) in any single calendar year (determined at the Fair Market Value of the Common Stock on the Grant/Exercise Date and converted into Singapore dollars at the exchange rate prevailing on such date in the manner referred to in the last paragraph of Section 7). Any amount deducted that exceeds U.S.\$21,250 shall be credited to the participant's account and applied to the following year's contributions or, if such participant discontinues participation in the Plan pursuant to paragraph 6(c) below, returned to the participant. A participant who is under the age of 21 must have a parent's or guardian's written permission to participate.

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- (b) A participant may not change the amount of payroll deductions during an Offering Period, but may change the amount to be deducted for any subsequent Offering Period by filing notice thereof at least ten (10) business days prior to the Enrollment Date on which the subsequent Offering Period commences.
- (c) A participant may discontinue his or her participation in the Plan as provided in Section 10 hereof, during an Offering Period by completing and filing with the Company a form provided for such purpose.
- (d) A participant's participation agreement shall remain in effect for successive Offering Periods (including any portion of an Offering Period during which the participant is on an authorized leave of absence, although payroll deductions will be discontinued for any period for which the participant is not receiving Compensation), unless terminated prior to an Offering Period as provided in Section 10 hereof.
- (e) All payroll deductions made for a participant shall be credited to an unfunded and unsecured bookkeeping account maintained on behalf of the participant and deposited with the general funds of the Company
- (f) Notwithstanding the foregoing, to the extent necessary to comply with Section 3(b) hereof, a participant's payroll deductions may be decreased to zero percent (0%) at any time during an Offering Period. Payroll deductions shall recommence at the rate provided in such participant's participation agreement for the first Offering Period that has a Grant/Exercise Date in the following calendar year, unless terminated by the participant as provided in Section 10 hereof.
- (g) At the time the option is exercised, in whole or in part, or at the time some or all the Common Stock issued under the Plan is disposed of, the participant must make adequate provision for the tax obligations, if any, that arise upon the exercise of the option or the disposition of the Common Stock. At any time, the Company may, but shall not be obligated to, withhold from the participant's compensation the amount necessary for the Company to meet applicable withholding obligations, including any withholding required to make available to Fiserv any tax deductions or benefits attributable to sale or other disposition of Common Stock by the Employee.

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## 7. Grant of Option.

On the Grant/Exercise Date of each Offering Period, each eligible Employee participating in such Offering Period shall be granted an option to purchase on the Grant/Exercise Date of such Offering Period (at the applicable Purchase Price) up to a number of shares of the Common Stock determined by dividing such Employee's accumulated payroll deductions as of the Grant/Exercise Date by the applicable Purchase Price; provided that in no event shall an Employee be permitted to purchase during each Offering Period more than two thousand five hundred (2,500) shares (subject to any adjustment pursuant to Section 19), and provided further that such purchase shall be subject to the limitations set forth in Sections 3(b) and 13 hereof. Exercise of the option shall occur as provided in Section 8 hereof, unless the participant has withdrawn pursuant to Section 10 hereof. The Option shall expire on the last day of the Offering Period.

Amounts accumulated in a participant's account shall be converted into U.S. dollars on each Grant/Exercise Date by reference to the New York foreign

exchange selling rates reported in The Wall Street Journal for the last business day immediately preceding such Grant/Exercise Date.

#### 8. Exercise of Option.

Unless a participant withdraws from the Plan, at least ten (10) business days prior to the Grant/Exercise Date, as provided in Section 10 hereof, his or her option for the purchase of shares shall be exercised automatically on the Grant/Exercise Date, and the maximum number of shares (including fractional) shall be purchased for such participant at the applicable Purchase Price with the accumulated payroll deductions accumulated during the Offering Period. During a participant's lifetime, a participant's option to purchase shares hereunder is exercisable only by him or her.

#### 9. Delivery.

As soon as administratively practicable following the Grant/Exercise Date, the shares of Common Stock purchased on behalf of a participant pursuant to the exercise of his or her option will be credited to an account with a transfer agent or a securities brokerage firm, as determined by Fiserv, in the name of the participant. By electing to participate in the Plan, a participant will be deemed to authorize the establishment of an account in his or her name with the transfer agent or securities brokerage firm selected by Fiserv. A participant may request that the transfer agent or securities brokerage firm arrange, subject to any applicable fee, for the delivery to the participant or an account designated by the participant of some or all of the Common Stock held in the participant's account. If the participant desires to sell some or all of his or her shares of Common Stock held in his or her account, he or she may do so (i) by disposing of the shares of Common Stock through the transfer agent or securities brokerage firm, subject to any applicable fee, or (ii) through such other means as Fiserv may permit.

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#### 10. Withdrawal.

(a) At any time during an Offering Period, a participant may terminate his or her payroll deductions under the Plan and withdraw from the Offering Period by delivering to the Company a notice of withdrawal in such form as the Company provides. Such withdrawal may be elected at any time, but must be received no later than ten (10) business days prior to the end of the Offering Period. Upon withdrawal from the Offering Period by a participant, the Company shall distribute to such participant all of his or her accumulated payroll deductions under the Offering Period, without interest, and such participant's interest in the Offering Period shall be automatically terminated. A participant's withdrawal from an Offering Period will have no effect on his or her eligibility to participate in subsequent Offering Periods that commence after the termination of the Offering Period from which the participant withdraws, but the participant will be required to deliver a new participation agreement in order to participate in subsequent Offering Periods under the Plan.

(b) A participant's withdrawal from an Offering Period shall not have any effect upon his or her eligibility to participate in any similar plan, which may hereafter be adopted by Fiserv.

#### 11. Termination of Employment; Leave of Absence.

Upon a participant's ceasing to be an Employee for any reason, he or she shall be deemed to have elected to withdraw from the Plan and his or her payroll deductions accumulated during the Offering Period but not yet used to exercise the option shall be returned to such participant or, in the case of his or her death, to the person or persons entitled thereto under Section 15 hereof, and such participant's option shall be automatically terminated. The preceding sentence notwithstanding, a participant who receives payment in lieu of notice of termination of employment shall be treated as continuing to be an Employee for the participant's customary number of hours per week of employment during the period in which the participant is subject to such payment in lieu of notice. For purposes of this Section 11, a participant will not be deemed to have terminated employment in the case of any leave of absence approved by the Company.

#### 12. Interest.

No interest shall accrue on the payroll deductions of a participant in the Plan.

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#### 13. Stock.

(a) Subject to adjustment upon changes in capitalization of Fiserv as provided in Section 19 hereof, the maximum aggregate number of shares of the Common Stock that shall be made available for sale under the

U.S. Plan and the Foreign Plans shall be five hundred thousand (500,000) shares, plus an annual increase to be added on the first day of Fiserv's fiscal year beginning in 2001 equal to the least of (i) four hundred thousand (400,000) shares, (ii) one percent (1%) of the shares of Common Stock outstanding on such date or (iii) a lesser amount determined by the Board. If, on a given Grant/Exercise Date, the number of shares with respect to which options are to be exercised exceeds the number of shares then available under the Plan, Fiserv shall make a pro rata allocation of the shares remaining available for purchase in as uniform a manner as shall be practicable and as it shall determine to be equitable.

- (b) A participant shall have no interest or voting right in shares covered by his or her option until the option has been exercised.
- (c) Shares to be delivered to a participant under the Plan shall be registered solely in the name of the participant.
- (d) Cash dividends attributable to shares allocated to participants' accounts as of the record date for which such cash dividends are declared will be used to purchase additional full or fractional shares of stock.

#### 14. Administration.

The Plan shall be administered by the Board or a committee appointed by the Board. The Board or the committee shall have full and exclusive discretionary authority to construe, interpret and apply the terms of the Plan, to determine eligibility and to adjudicate all disputed claims filed under the Plan. Every finding, decision and determination made by the Board or the committee shall, to the full extent permitted by law, be final and binding upon all parties.

#### 15. Designation of Beneficiary.

- (a) A participant may file with the Company, on a form provided by the Company, a written designation of a beneficiary who is to receive any shares and cash from the participant's account under the Plan in the event of such participant's death subsequent to a Grant/Exercise Date on which the option is exercised but prior to delivery to such participant of such shares and cash.

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- (b) The designation of beneficiary may be changed by the participant at any time by delivering written notice to the Company, on a form provided by the Company. In the event of the death of a participant, and in the absence of a beneficiary validly designated under the Plan who is living at the time of such participant's death, the Board shall deliver such shares and/or cash to the surviving legal spouse (if any) of the participant, or if there is no surviving spouse, then to the estate of the participant.

#### 16. Transferability.

Neither payroll deductions credited to a participant's account nor any rights to exercise an option or to receive shares under the Plan may be assigned, transferred, pledged or otherwise disposed of in any way (other than as provided in Section 15 hereof) by the participant. Any such attempt at assignment transfer, pledge or other disposition shall be without effect, except that the Company may treat such act as an election to withdraw from an Offering Period in accordance with Section 10 hereof.

#### 17. Use of Funds.

All payroll deductions received or held by the Company under the Plan may be used by the Company for any corporate purpose, and the Company shall not be obligated to segregate such payroll deductions.

#### 18. Reports.

Individual accounts shall be maintained for each participant in the Plan. Statements of account shall be given to participating Employees after the end of each Offering Period setting forth with respect to such Offering Period the number of shares purchased and the price per share thereof, and also setting forth the total number of shares then held in each account.

#### 19. Adjustments Upon Changes in Capitalization, Dissolution, Liquidation, Merger or Asset Sale.

- (a) Changes in Capitalization. Subject to any required action by the stockholders of Fiserv, the Reserves, the maximum number of shares each participant may purchase per Offering Period (pursuant to Section 7), as well as the price per share and the number of shares of Common

Stock covered by each option under the Plan that has not yet been exercised, shall be proportionately adjusted for any increase or decrease in the number of issued shares of Common Stock resulting from a stock split, reverse stock split, stock dividend, combination or reclassification of the Common Stock, or any other increase or decrease in the number of shares of Common Stock effected without receipt of consideration by Fiserv; provided however, that conversion of any convertible securities of Fiserv shall not be deemed to have been "effected without receipt of consideration." Such adjustment shall be made by the Board, whose determination in that respect shall be final, binding and conclusive. Except as expressly provided herein, no issuance by Fiserv of shares of stock of any class, or securities convertible into shares of stock of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number or price of shares of Common Stock subject to an option.

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- (b) Dissolution or Liquidation. In the event of the proposed dissolution or liquidation of Fiserv, the Offering Period then in progress shall be shortened by setting a new Grant/Exercise Date (the "New Grant/Exercise Date"), and shall terminate immediately prior to the consummation of such proposed dissolution or liquidation, unless provided otherwise by the Board. The New Grant/Exercise Date shall be before the date of Fiserv's proposed dissolution or liquidation. The Board shall notify each participant in writing, at least twenty-one (21) business days prior to the New Grant/Exercise Date, that the Grant/Exercise Date for the participant's option has been changed to the New Grant/Exercise Date and that the participant's option shall be exercised automatically on the New Grant/Exercise Date, unless prior to such date the participant has withdrawn from the Offering Period as provided in Section 10 hereof.
- (c) Merger or Asset Sale. In the event of a proposed sale of all or substantially all of the assets of Fiserv, or the merger of Fiserv with or into another corporation, each outstanding option shall be assumed or an equivalent option substituted by the successor corporation or a parent or subsidiary of the successor corporation. In the event that the successor corporation refuses to assume or substitute for the option, the Offering Period then in progress shall be shortened by setting a new Grant/Exercise Date (the "New Grant/Exercise Date"). The New Grant/Exercise Date shall be before the date of Fiserv's proposed sale or merger. The Board shall notify each participant in writing, at least twenty-one (21) business days prior to the New Grant/Exercise Date, that the Grant/Exercise Date for the participant's option has been changed to the New Grant/Exercise Date and that the participant's option shall be exercised automatically on the New Grant/Exercise Date, unless prior to such date the participant has withdrawn from the Offering Period as provided in Section 10 hereof.

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## 20. Amendment or Termination.

- (a) The Board may at any time and for any reason terminate or amend the Plan. Except as provided in Section 19, no such termination can affect options previously granted. Nevertheless, an Offering Period may be terminated by the Board of Directors on any Grant/Exercise Date if the Board determines that the termination of the Offering Period or the Plan is in the best interest of Fiserv and its stockholders. Except as provided in Section 19 and Section 20 hereof, no amendment may make any change in any option theretofore granted that adversely affects the rights of any participant. To the extent necessary to comply with any applicable law, regulation or stock exchange rule, Fiserv shall obtain shareholder approval in such a manner and to such a degree as required.
- (b) Without stockholder approval or consent and without regard to whether any participant rights may be considered to have been "adversely affected," the Board (or its committee) shall be entitled to change the Offering Periods, limit the frequency and/or number of changes in the amount withheld during an Offering Period, establish, subject to Section 7, the exchange ratio applicable to amounts withheld in a currency other than U.S. dollars, permit payroll withholding in excess of the amount designated by a participant in order to adjust for delays or mistakes in the Company's processing of properly completed withholding elections, establish reasonable waiting and adjustment periods and/or accounting and crediting procedures to ensure that amounts applied toward the purchase of Common Stock for each participant properly correspond with amounts withheld from the participant's Compensation, and establish such other limitations or procedures as the Board (or its committee) determines in its sole discretion advisable, that are consistent with the Plan.

(c) In the event the Board determines that the ongoing operation of the Plan may result in unfavorable financial accounting consequences, the Board may, in its discretion and, to the extent necessary or desirable, modify or amend the Plan to reduce or eliminate such accounting consequences including, but not limited to:

- (i) altering the Purchase Price for any Offering Period, including an Offering Period underway at the time of the change in Purchase Price;
- (ii) shortening any Offering Period so that the Offering Period ends on a new Grant/Exercise Date, including an Offering Period underway at the time of the Board action; and

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(iii) allocating shares.

Such modifications or amendments shall not require stockholder approval or the consent of any Plan participants.

#### 21. Notices.

All notices or other communications by a participant to the Company under or in connection with the Plan shall be deemed to have been duly given when received in the form specified by the Company at the location, or by the person, designated by the Company for the receipt thereof.

#### 22. Conditions Upon Issuance of Shares.

Shares shall not be issued with respect to an option unless the exercise of such option and the issuance and delivery of such shares pursuant thereto shall comply with all applicable provisions of law, domestic or foreign, including, without limitation, the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, the rules and regulations promulgated thereunder, and the requirements of any stock exchange upon which the shares may then be listed, and shall be further subject to the approval of counsel for Fiserv with respect to such compliance.

As a condition to the exercise of an option, Fiserv may require the person exercising such option to represent and warrant at the time of any such exercise that the shares are being purchased only for investment and without any present intention to sell or distribute such shares if, in the opinion of counsel for Fiserv, such a representation is required by any of the aforementioned applicable provisions of law.

#### 23. Term of Plan.

The Plan shall become effective on March 8, 2000. It shall continue in effect for a term of ten (10) years unless sooner terminated under Section 20 hereof.

#### 24. No Employment Rights.

The Plan does not, directly or indirectly, create in any Employee or class of Employees any right with respect to continuation of employment by the Company, and it may not be deemed to interfere in any way with the Company's right to terminate, or otherwise modify, an Employee's employment at any time.

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#### 25. Effect of Plan.

The provisions of the Plan, in accordance with its terms, will be binding upon, and inure to the benefit of, all successors of each Employee participating in the Plan including, without limitation, the Employee's estate and the executors, administrators or trustees thereof, heirs and legatees, and any receiver, trustee in bankruptcy or representative of creditors of the Employee.

#### 26. Governing Law.

The Plan will be construed, interpreted, applied and enforced in accordance with the laws of the United States and the State of Wisconsin, other than with respect to laws regarding choice of laws, except to the extent that the Wisconsin state law is preempted by any United States federal law.

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The Fiserv Group  
Savings-Related  
Share Option Plan

Adopted on 17 March 2000

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The Fiserv Group Savings-Related Share Option Plan

1. Name of the Plan

The Plan will be known as The Fiserv Group Savings-Related Share Option Plan.

2. Definitions and Interpretation

2.1 For the purposes of the Plan, unless the context otherwise requires, the following words and expressions shall have the following meanings:-

"the Adoption Date"	means the date on which the Plan is approved by the Board of Inland Revenue;
"the Appointed Authority"	means any building society within the meaning of the Building Societies Act 1986 or any institution authorised by the Banking Act 1987 with which the UK Board may require Eligible Employees to enter into a Savings Contract as a condition of the grant of an Option;
"the Appropriate Period"	has the same meaning as in paragraph 15(2) of Schedule 9;
"Associated Company"	has the same meaning as in Section 187(2) of the Taxes Act;
"the Auditors"	means the auditors for the time being of the Company (acting as experts and not as arbitrators);
"the Board"	means the board of directors of the Company or a duly authorised committee thereof;

"Bonus Date" means either

- (i) subject to (iii) below, the date specified in the application for the grant of an Option (being the date on which a bonus becomes payable under a Savings Contract);
- (ii) where no choice of bonus date is offered in the invitation to the Eligible Employee, the date specified in the invitation as the bonus date; or
- (iii) any replacement or alternative bonus date applicable by virtue of the operation of Rule 3;

"the Company" means Fiserv Inc., a Wisconsin corporation;

"Control" has the same meaning as in Section 840 of the Taxes Act and controlled shall be construed accordingly;

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"Date of Grant" means the date on which an Option is, was, or is to be granted under the Plan;

"Eligible Employee" means any person who is at both the date on which invitation(s) are despatched by the UK Board pursuant to Rule 3.1 and at the relevant Date of Grant either:-

- (a) (i) a Full-Time Director or Qualifying Employee; and
- (ii) is not precluded by paragraph 8 of Schedule 9 from participating in the Plan; and
- (iii) is chargeable to tax in respect of his office or employment under Case I of Schedule E; or
- (b) is an employee or director of any Participating Company nominated by the UK Board (having consulted the Board) to be an Eligible Employee;

"Full-Time Director" means a director of a Participating Company whose terms of employment require him to work for at least twenty-five hours per week (excluding meal breaks);

"Group" means the UK Company and its Subsidiaries;

"Market Value" means on any day the amount determined to be the market value of an Ordinary Share in accordance with the provisions of Part VIII of the Taxation of Chargeable Gains Act 1992 and agreed in advance for the purposes of the Plan with the Inland Revenue Shares Valuation Division;

"Option" means an option to acquire Plan Shares granted pursuant to the Plan;

"Option Certificate" means a certificate evidencing an Option issued in accordance with Rule 9;

"Option Price" means the price at which each Plan Share subject to an Option may be acquired on the exercise of that Option being, subject to Rule 13, not less than the higher of:-

- (i) the nominal value of a Plan Share; and
- (ii) 80% or such other percentage as is permitted by paragraph 25(b) of Schedule 9 of the Market Value of a Plan Share on the day the Option was issued pursuant to Rule 3;

"Ordinary Shares"	means the shares of common stock of the Company;
"Participant"	means any person who for the time being participates in the Plan;
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"Participating Company"	means the UK Company and any Subsidiary which has been nominated by the Board to be a Participating Company;
"the Plan"	means the Fiserv Group Saving related Share Option Plan constituted and governed by the Rules;
"Plan Period"	means the period of 1 years commencing on the Adoption Date;
"Plan Shares"	means Ordinary Shares which satisfy the conditions specified in Paragraphs 10-14 inclusive of Schedule 9 to be acquired by a Participant on the exercise by him of an Option;
"Qualifying Employee"	means an employee of Participating Company (who is not a director);
"Record Date"	in relation to any particular payment of dividend or the making of any other distribution to the Company's stockholders means the date on which any such stockholder must be duly recognised by the Company as such in order to have the right to receive such dividend or other distribution;
"Rules"	means these rules as from time to time amended;
"Savings Contract"	means a contract under a certified contractual savings plan, within the meaning of Section 326(2) of the Taxes Act and which has been approved by the Board of Inland Revenue for the purposes of Schedule 9;
"Schedule 9"	means Schedule 9 to the Taxes Act;
"Specified Age"	[60];
"Subsidiary"	means a body corporate of which the UK Company has Control and which is a subsidiary of the Company within the meaning of Section 736 of the Companies Act 1985;
"Subsisting Option"	means an Option which has neither lapsed nor been exercised; and
"Taxes Act"	means the Income and Corporation Taxes Act 1988;
"UK Board"	means the board of directors of the UK Company or a duly authorised committee thereof;
"UK Company"	means Fiserv (Europe) Limited, registered as company number 02467435.

2.2 Where the context so permits the singular shall include the plural and vice versa and the masculine shall include the feminine.

2.3 Reference to any Act shall include any statutory modification, amendment or re-enactment thereof.

### 3. Invitations to Apply for Options

3.1 Subject to any limitations referred to herein, the UK Board may, with the consent of the Board, with effect from the Adoption Date at any time during the Plan Period invite every Eligible Employee to apply for the grant of an Option on the terms of the Plan.

3.2 An invitation to an Eligible Employee shall specify the following:-

- (A) the date, being not less than 14 days after the issue of the invitation, by which an application must be made;
- (B) the Option Price or the formula for determining the Option Price;
- (C) the applicable Bonus Date or any choice of Bonus Date which may be offered by the UK Board, with the consent of the Board; and
- (D) the maximum permitted aggregate monthly savings contribution, being the lesser of (a) (pound) 250 or such other maximum specified in paragraph 24 of Schedule 9 as the same is from time to time amended and (b) such sum (being a multiple of (pound)1 and not less than (pound)5) as the UK Board, having consulted the Board, decides shall apply to every Eligible Employee in respect of that invitation.

3.3 Each invitation shall be accompanied by a proposal form for a Savings Contract and an application form. The applicant shall at the time of making an application for the grant of an Option state:-

- (A) the maximum monthly savings contribution (being a multiple of (pound)1 and not less than (pound)5) which he wishes to make under the related Savings Contract;
- (B) that his proposed monthly savings contribution, when added to any monthly savings contributions then being made under any other Savings Contract linked to an Option granted under the Plan or any other plan approved under Schedule 9, will not exceed the maximum permitted aggregate monthly savings contribution specified in the invitation;
- (C) the relevant Bonus Date; and
- (D) whether, for the purpose of determining the number of Plan Shares over which an Option is to be granted, the repayment under the Savings Contract is to be taken as including the maximum bonus, the standard bonus or no bonus;

and shall authorise the UK Board to enter on the Savings Contract proposal form such monthly savings contribution, not exceeding the maximum stated on the application form, as shall be determined pursuant to Rule 4 below. Subject to the aforesaid the invitation may be given in such manner and form as the UK Board may from time to time prescribe.

3.4 Each application shall be deemed to be for an Option over the largest whole number of Plan Shares which can be bought at the Option Price with the expected repayment under the related Savings Contract at the appropriate Bonus Date.

3.5 Each application shall be valid only if:-

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- (A) it is received by the UK Company not later than the date specified for this purpose in the invitation;
- (B) it contains an agreement by the Eligible Employee to be bound by all such terms or conditions as may have been specified in the invitation or as are specified in the Rules;
- (C) it is accompanied by a proposal form duly signed and completed save for the amount of the monthly contributions; and
- (D) it is made in such form and manner as the UK Board may in its discretion allow.

### 4. Adjustment of Application

4.1 If the UK Company receives valid applications for Option over an aggregate number of Plan Shares which would cause any of the limits in Rule 9 to be exceeded then the following steps shall be carried out successively to the extent necessary to eliminate the excess:-

- (A) each election for the maximum bonus to be included in the repayment under the Savings Contract shall be deemed to be an election for only the standard bonus to be so included;

- (B) each election for a bonus to be included in the repayment under the Savings Contract shall be deemed to be an election for no bonus (or only part of the bonus) to be so included;
- (C) the excess over (pound)5 of the monthly savings contribution chosen by each applicant shall be reduced pro rata to the extent necessary; and
- (D) applications shall be selected by lot, each based on a monthly savings contribution of (pound)5 and the inclusion of no bonus in the amount applied in the purchase of Shares.

4.2 Each application shall be deemed to have been modified or withdrawn in accordance with the application of the foregoing provisions and the UK Board shall complete each Savings Contract proposal form to reflect any reduction in monthly savings contributions resulting therefrom.

#### 5. Deductions of SAYE Contributions

Contributions to any Savings Contract shall be payable by means of regular deductions from the wage or salary remitted by the UK Company or a Subsidiary to the Eligible Employee's account with the Appointed Authority PROVIDED THAT if and so long as payment by such means is rendered temporarily impracticable by reason of maternity leave, prolonged sick leave or other similar circumstances, the Eligible Employee may pay such contributions by any reasonable means agreed between the UK Company or the Subsidiary, the Eligible Employee and the Appointed Authority.

#### 6. Grant of Options

Not later than 30 days after the day the invitations to apply for Options were issued pursuant to Rule 3 (or 42 days in the event of an adjustment under Rule 4) the UK Board shall grant, or procure the grant of, an Option to each applicant who is still an Eligible Employee over the number of Plan Shares for which, pursuant to Rule 3.5 (and subject to Rule 4) he is deemed to have applied.

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#### 7. Option Certificates

As soon as reasonably practicable after Options have been granted the UK Board shall issue an Option Certificate in respect of each Option in such form, not inconsistent with these Rules, as the UK Board may determine carrying a statement to the effect of Rule 8.

#### 8. Non-Transferability of Options

An Option and an invitation shall be personal to the Eligible Employee to whom it is granted or made and shall not be capable of assignment. Any purported charge, pledge, assignment, disposal of or dealing with an Option shall cause the Option to lapse forthwith.

#### 9. Limitations on Grants

9.1 The UK Board may, at the direction of the Board, before issuing invitations on any occasion, determine a limit on the number of Ordinary Shares which are to be available in respect of that invitation in order to ensure that Ordinary Shares remain available for subsequent invitations.

9.2 No Option shall be granted to an Eligible Employee if the monthly savings contribution under the related Savings Contract, when added to the monthly savings contributions then being made under any other Savings Contract, would exceed the maximum specified in paragraph 24 of Schedule 9.

#### 10. Exercise of Options

10.1 Subject to Rules 10.2 and 14 any Subsisting Option may be exercised in whole or in part at any time following the earliest of the following events:-

- (A) the relevant Bonus Date;
- (B) the death of the Participant;
- (C) the Participant ceasing to be a director or employee of a Participating Company by reason of:-
  - (1) his retirement on reaching the Specified Age or at any other age at which he is bound to retire in accordance with the terms of his contract of employment;
  - (2) injury or disability recognised as such expressly by the UK Board in writing for the purposes of this paragraph;

- (3) dismissal by reason of redundancy (within the meaning of the Employment Rights Act 1996);

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- (4) the company by which he is employed (if not the UK Company) ceasing to be a Subsidiary;
- (5) the business or part of a business to which that office or employment relates being transferred to a person who is neither an Associated Company nor a company of which the Company has Control; or
- (6) the Participant ceasing to be a director or employee of a Participating Company more than three years after the relevant Date of Grant for any reason other than death or an event specified in sub-paragraph (C) (1) to (5) of Rule 10.1;
- (D) the relevant Bonus Date, where the Participant holds an office or employment in a company which is not a Participating Company but which is an Associated Company of the Company or a company of which the Company has control; and
- (E) the occurrence of the event or events referred to in Rule 11 which by the terms thereof cause an Option to become exercisable.

10.2 An Option shall lapse on the earliest of the following events:-

- (A) except where the Participant has died, the expiry of six months following the relevant Bonus Date;
- (B) where the Participant has died during the six months following the Bonus Date, the first anniversary of the Bonus Date;
- (C) where the Participant has died before the Bonus Date, the first anniversary of his death;
- (D) unless the Participant has died, the expiry of six months after the Option has first become exercisable by virtue of sub-paragraph (C) or (E) of Rule 10.1;
- (E) the Participant ceasing to be a director or employee of the UK Company or a Subsidiary for any reason other than death or the reasons specified in Rule 10.1(C); and
- (F) the Participant being adjudicated bankrupt.

10.3 If a Participant continues to be employed by a Participating Company after the date on which he reaches the Specified Age he may exercise any Subsisting Option within six months following that date.

10.4 No person shall be treated for the purposes of this Rule 10 as ceasing to be employed by a Participating Company until he is no longer employed by the UK Company, any Associated Company or a company of which the Company has Control.

10.5 A female Participant whose employment has been terminate in circumstances such that, pursuant to the Employment Rights Act 1996 she has a right to return to work shall be deemed for the purposes of the Rules not to have ceased to be employed by a Participating Company until such time as she is no longer capable, pursuant to the said Act, of exercising a right to return to work and has not exercised such right.

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## 11. Takeovers and Liquidations

11.1 If at any time a general offer is made to acquire the whole of the issued ordinary share capital of the Company or the part thereof which is not already owned by the offeror and/or any company controlled by the offeror and/or persons acting in concert with the offeror and such offer has become or been declared unconditional a Participant may at any time within 6 months of the date upon which the offer becomes or is declared unconditional exercise any Subsisting Options (either in whole or in part) which are then held by him. At the end of the 6 month period, all Subsisting Options shall lapse.

11.2 If the offeror becomes entitled or bound to acquire any Ordinary Shares of the Company a Participant shall be entitled (subject to Rule 14) to exercise any Subsisting Options (either in whole or in part) which he holds at any time that the offeror is so entitled or bound. Upon the offeror ceasing to be either so entitled or bound all Subsisting Options shall lapse.

11.3 If the Court sanctions a compromise or arrangement proposed for the purpose of or in connection with a scheme for the reconstruction of the Company or

its amalgamation with any other company or companies, a Participant shall be entitled (subject to Rule 14) to exercise any Subsisting Options (either in whole or in part) which he holds within the period of [6 months] following the date of sanction by the Court and upon the expiry of such period all Subsisting Options shall lapse.

11.4 If a notice of a meeting to consider a resolution for any other voluntary winding up of the Company shall be given, a Participant shall forthwith and until the commencement of the winding up be entitled (subject to Rule 14) to exercise any Subsisting Option then held by him before the date on which such resolution is duly passed. Subject to the foregoing provisions of this Rule all Subsisting Options shall lapse on the winding up of the Company.

11.5 Upon the Board becoming aware that any of the events referred to above has happened the effect thereof shall be notified forthwith to the Participants.

## 12. Exchange of Options

12.1 This Rule 12 applies where a company ( the Acquiring Company ):-

(A) obtains Control of the Company as a result of making:-

- (1) a general offer to acquire the whole o the issued share capital of the Company (other than that which is already owned by it) made on a condition such that if satisfied the Acquiring Company will have Control of the Company; or
- (2) a general offer to acquire all the Ordinary Shares (or such Ordinary Shares as are not already owned by the Acquiring Company); or

(B) obtains Control of the Company in pursuance of compromise or arrangement sanctioned by the Court; or

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(C) becomes bound or entitled to acquire Ordinary Shares.

12.2 If as a result of the events specified in Rule 12.1(A) o 12.1(B) the Acquiring Company has obtained Control of the Company, or if the Acquiring Company becomes bound or entitled to acquire shares in the Company as specified in Rule 12.1(C), any such Subsisting Option may at any time during the Appropriate Period (and with the agreement of the Acquiring Company) be released by the Participant for a new Option which satisfies the conditions that it:-

(A) is over shares in the Acquiring Company or a company which has Control of the Acquiring Company which satisfy the conditions specified in paragraphs 10 to 14 inclusive of Schedule 9 (and the terms Ordinary Shares and Plan Shares in this Plan shall thereafter be construed accordingly);

(B) is the right to acquire such number of Plan Shares as have on acquisition of the new Option an aggregate market value equal to the aggregate market value of the Plan Shares subject to the old Option immediately before its release;

(C) has an Option Price per Plan Share such that the total amount payable on exercise is equal to the total amount payable on exercise of the old Option; and

(D) is otherwise in identical terms to the old Option and for this purpose references to the Company in Rule 10, 11, 12, 13, 14, 15 and the definitions shall, unless the context otherwise requires, be deemed to refer to the Acquiring Company or, as the case may be, to the other company over whose shares the new Option is granted.

The new Option shall for all other purposes of the Plan be treated as having been acquired at the same time as the old Option in respect of which it is granted.

12.3 The provisions of this Rule 12 shall apply with any consequential amendments in the event that Control of the Acquiring Company itself changes as a result of the events specified in Rule 12.1 above.

## 13. Variation of Share Capital

13.1 In the event of any variation in or reorganisation of the share capital of the Company whether by way of capitalisation or offer by way of rights or reduction, sub-division or consolidation of shares then the number of Plan Shares subject to any Option and the Option Price shall be adjusted by the Board in such manner as the Auditors confirm in writing to be fair and reasonable provided that:-

- (A) the aggregate amount payable on the exercise of an Option in full is not increased;
- (B) the Option Price is not reduced below the nominal value of an Ordinary Share;
- (C) no adjustment shall be made without the prior approval of the Board of Inland Revenue; and

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- (D) following the adjustment the Ordinary Shares subject to the Option continue to satisfy the conditions specified in paragraphs 10 to 14 inclusive of Schedule 9.

13.2 The UK Board shall notify each Participant of any adjustment made pursuant to this Rule 13 as soon as practicable thereafter.

#### 14. Manner of Exercise of Options

14.1 No Option may be exercised by an individual at any time when he is, or by the personal representatives of an individual who at the date of his death was, precluded by paragraph 8 of Schedule 9 from participating in the Plan.

14.2 No Option may be exercised at any time when the shares which may thereby be acquired are not Plan Shares as defined in Rule 2.

14.3 An Option shall be exercised by the Participant, or his personal representatives, as the case may be, giving notice in writing in such form as may be determined by the UK Board specifying the number of Plan Shares in respect of which he wishes to exercise the Option and accompanied by the appropriate payment in full (which shall not exceed the sum obtained by way of repayment under the related Savings Contract). Such notice shall take effect on the date of its receipt by the UK Company.

14.4 Subject to any necessary consents and to an Option having been exercised in accordance with the provisions of this Rule 14, the UK Company shall as soon as practicable and in any event not later than 30 days after the exercise of an Option procure an allotment or the transfer to the Participant of the number of Plan Shares specified in the notice exercising the Option.

14.5 For the purposes of Rule 14.3 above, any repayment under the Savings Contract shall exclude the repayment of any contribution the due date for payment of which falls more than one month after the date on which repayment is made.

14.6 All Plan Shares allotted pursuant to the exercise of any Option shall as to voting, dividend, transfer and other rights including those arising in the liquidation of the Company, rank equally in all respects and as to one class with the Ordinary Shares of the Company in issue as at the date of such allotment, save that any allotment made after the earlier of the date of announcement of a proposed dividend or other distribution and the Record Date of a proposed dividend or other distribution shall be made upon terms that the Ordinary Shares so allotted are not entitled to participate therein.

#### 15. General

15.1 Participation in the Plan by a Participant is a matter entirely separate from, and shall not affect, his pension rights and terms of employment and, in particular (but without prejudice to the generality of the foregoing), if a Participant shall for any reason cease to be employed by or hold office in a Participating Company, he shall not be entitled by way of compensation for loss or otherwise howsoever, to any sum or benefit to compensate him for the loss of any right or benefit under the Plan.

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15.2 The UK Company shall maintain all necessary books of account and records relating to the Plan.

15.3 The Plan shall in all respects be administered by the UK Board which may make such Rules not being inconsistent with the terms and conditions hereof for the conduct of the Plan as the UK Board thinks fit. Any dispute regarding the interpretation of the Rules or the terms of any Option shall be determined by the UK Board (upon such advice as it shall consider necessary) and its decision shall be final and binding.

15.4 A Participant who is a director of the UK Company may notwithstanding his interest, vote on any resolution of the UK Board concerning the Plan (other than in respect of his own participation therein) and may retain any benefits under the Plan.

- 15.5 The UK Board may, with the consent of the Board, alter this Plan in any respect except that:-
- (A) no alteration may be made which would alter to the disadvantage of a Participant any rights already accrued to him except with his prior written consent; and
  - (B) following the approval of the Plan under Schedule 9, no alteration shall have effect until approved by the Board of Inland Revenue.
- 15.6 The cost of establishing and operating the Plan shall be borne by the Participating Companies in such proportions as the Board shall determine.
- 15.7 Any notice or document may be given by the Company or the UK Company to any Eligible Employee or Participant either personally or by first class post to his last known address, and to the Company or the UK Company either personally or by first class post to 5 Roundwood Avenue, Stockley Park, Uxbridge, Middlesex UV11 1AX. Items sent by post shall be prepaid and shall be deemed to have been received 72 hours after posting.
- 15.8 The UK Company will ensure that the Company keeps sufficient authorised but unissued Ordinary Shares or has under its control sufficient issued Ordinary Shares to permit the exercise of all unexercised Options.
- 15.9 The Board or the Company in general meeting may at any time terminate the Plan and in such event no further Options will be granted, but the subsisting rights of Participants will not thereby be affected.

Exhibit 5.1

OPINION AND CONSENT OF  
CHARLES W. SPRAGUE

April 7, 2000

Fiserv, Inc.  
255 Fiserv Drive  
Brookfield, WI 53045

Fiserv, Inc.  
Registration Statement on Form S-8

Dear Sirs:

I have acted as counsel to Fiserv, Inc., a Wisconsin corporation (the "Company"), in connection with its Registration Statement on Form S-8 (the "Registration Statement"), filed under the Securities Act of 1933 (the "Act"), relating to the offer and proposed sale of up to 2,000,000 shares of the Company's common stock (the "Shares") and related Preferred Stock Purchase Rights (the "Rights") pursuant to the Fiserv, Inc. Employee Stock Purchase Plan, the Canadian Employee Stock Purchase Plan, the Fiserv Group Savings-Related Share Option Plan, the Singapore Employee Stock Purchase Plan, and the Australian Employee Stock Purchase Plan (collectively the "Plans").

In that connection, I have examined originals, or copies certified or otherwise identified to my satisfaction of such documents, corporate records and other instruments as I have deemed necessary or appropriate for purposes of this opinion, including the Restated Articles of Incorporation and By-Laws, as amended, of the Company.

Based upon the foregoing, I am of the opinion that:

1. Fiserv has been duly organized and is validly existing as a corporation under the laws of the State of Wisconsin.
2. The Shares have been duly authorized and are validly issued and fully paid and nonassessable, except as provided in Section 180.0622(b) of the Wisconsin Business Corporation Law.
3. The Rights to be issued with the Common Stock when issued pursuant to the terms of Fiserv's Rights Agreement will be validly issued.

I hereby consent to the use of this opinion as an exhibit to the Registration Statement and to the reference to me under "Legal Matters" in each Prospectus comprising a part of the Registration Statement. By giving the foregoing consent, I do not admit that I come within the category of persons whose consent is required under Section 7 of the Act.

Very truly yours,

/S/CHARLES W. SPRAGUE  
Charles W. Sprague  
Executive Vice President,  
General Counsel and Secretary

Exhibit 23.1

INDEPENDENT AUDITORS' CONSENT

We consent to the incorporation by reference in this Registration Statement of Fiserv, Inc. on Form S-8 of our reports dated January 28, 2000, appearing in and incorporated by reference in the Annual Report on Form 10-K of Fiserv, Inc. for the year ended December 31, 1999.

/S/DELOITTE & TOUCHE LLP  
Deloitte & Touche LLP  
Milwaukee, Wisconsin

April 7, 2000

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned constitutes and appoints Kenneth R. Jensen as his true and lawful attorney-in-fact and agent, with full power of substitution, for him and in his name, place and stead, in any and all capacities, to sign the Registration Statements on Form S-8 covering Common Stock of Fiserv, Inc., any or all amendments or post-effective amendments to such Registration Statements, and to file the same, with all exhibits thereto, and other documents therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or his substitute, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has executed this Power of Attorney as of the 7 th day of April, 2000.

/S/ LESLIE M. MUMA

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Leslie M. Muma

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned constitutes and appoints Kenneth R. Jensen as his true and lawful attorney-in-fact and agent, with full power of substitution, for him and in his name, place and stead, in any and all capacities, to sign the Registration Statements on Form S-8 covering Common Stock of Fiserv, Inc., any or all amendments or post-effective amendments to such Registration Statements, and to file the same, with all exhibits thereto, and other documents therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or his substitute, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has executed this Power of Attorney as of the 7th day of April, 2000.

/S/ DONALD F. DILLON

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Donald F. Dillon

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned constitutes and appoints Kenneth R. Jensen as his true and lawful attorney-in-fact and agent, with full power of substitution, for him and in his name, place and stead, in any and all capacities, to sign the Registration Statements on Form S-8 covering Common Stock of Fiserv, Inc., any or all amendments or post-effective amendments to such Registration Statements, and to file the same, with all exhibits thereto, and other documents therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or his substitute, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has executed this Power of Attorney as of the 7th day of April, 2000.

/S/ GEORGE D. DALTON

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George D. Dalton

POWER OF ATTORNEY

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might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or his substitute, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has executed this Power of Attorney as of the 7th day of April, 2000.

/S/ DANIEL P. KEARNEY  
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Daniel P. Kearney

POWER OF ATTORNEY

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IN WITNESS WHEREOF, the undersigned has executed this Power of Attorney as of the 7th day of April, 2000.

/S/ GERALD J. LEVY  
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Gerald J. Levy

POWER OF ATTORNEY

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IN WITNESS WHEREOF, the undersigned has executed this Power of Attorney as of the 7 th day of April, 2000.

/S/ L. WILLIAM SEIDMAN  
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L. William Seidman

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned constitutes and appoints Kenneth R. Jensen as his true and lawful attorney-in-fact and agent, with full power of substitution, for him and in his name, place and stead, in any and all capacities, to sign the Registration Statements on Form S-8 covering Common Stock of Fiserv, Inc., any or all amendments or post-effective amendments to such Registration Statements, and to file the same, with all exhibits thereto, and other documents therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or his substitute, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has executed this Power of Attorney as of the 7th day of April, 2000.

/S/ THEKLA R. SHACKELFORD  
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Thekla R. Shackelford