

SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

Post-Effective Amendment No. 1  
on FORM S-8  
to  
FORM S-4  
Registration Statement  
Under The Securities Act of 1933 /\*/

FISERV, INC.

(Exact name of Registrant as Specified in its Charter)

<TABLE>  
<CAPTION>

<S> WISCONSIN ----- (State or other jurisdiction of incorporation or organization) </TABLE>	<C> 7374 ----- (Primary Standard Industrial Classification Code Number)	<C> 39-1506125 ----- (I.R.S. Employer Identification No.)
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255 Fiserv Drive  
Brookfield, Wisconsin 53045  
(414) 879-5000

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(Address, including Zip Code, and Telephone Number,  
including Area Code, of Registrant's Principal Executive Offices)

Dimension Capital Corp. 1993 Director Stock Option Plan  
Dimension Capital Corp. 1993 Employee Stock Option Plan  
CUSA Technologies, Inc. 1995 Employee Stock Option Plan

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(Full title of the plan)

Kenneth R. Jensen  
Senior Executive Vice President  
Fiserv, Inc.  
255 Fiserv, Inc.  
Brookfield, Wisconsin 53045  
(414) 879-5000

-----  
(Name, Address, including Zip Code, and Telephone Number, including Area Code,  
of Agent for Service)

Copies to:

Charles W. Sprague, Esq.  
Fiserv, Inc.  
255 Fiserv Drive  
Brookfield, Wisconsin 53045

/\*/ Filed as Post-Effective Amendment No. 1 on Form S-8 to such Form S-4  
Registration Statement pursuant to the procedure described herein. See  
"Introductory Statement."

CALCULATION OF REGISTRATION FEE

<TABLE>  
<CAPTION>

Title of Securities to be Registered	Amount to be Registered/(1) (2) /	Proposed Maximum Offering Price Per Share	Proposed Maximum Aggregate Offering	Amount of Registration Fee
<S>	<C>	<C>	<C>	<C>
Common Stock \$0.10 par value per share (and Associated Purchase Rights)	791/(3) / 6,028/(3) / 957/(3) / 13,333/(3) (6) /	\$ 92.48/(4) / \$ 73.16/(4) / \$122.90/(4) / \$110.16/(4) /	\$ 73,151.68 \$ 441,008.48 \$ 117,615.30 \$1,468,763.28	N/A/(5) / N/A/(5) / N/A/(5) / N/A/(5) /

</TABLE>

- (1) Includes one Associated Purchase Right per share of common stock, \$0.01 par value per share ("Common Stock"), of Fiserv, Inc., a Wisconsin corporation (the "Company" or "Registrant"), issuable under the Dimension Capital Corp. 1993 Director Stock Option Plan, the Dimension Capital Corp. 1993 Employee Stock Option Plan and the CUSA Technologies, Inc. 1995 Employee Stock Option Plan (collectively, the "Stock Option Plans").
- (2) The number of shares of Common Stock to be registered may be adjusted in accordance with the provisions of the Stock Option Plans in the event that, during the period the Stock Option Plans are 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 Stock Option Plans.
- (3) Represents the number of shares of Common Stock issuable upon the exercise of options which were granted under the Stock Option Plans prior to the effective time of the merger of CUSA Technologies, Inc., a Nevada corporation ("CTI"), with and into Fiserv Solutions, Inc., a Wisconsin corporation and wholly owned subsidiary of the Company (the "Merger"). Pursuant to the terms of the Agreement and Plan of Merger, dated as of November 4, 1997 and amended December 31, 1997, February 27, 1998 and March 19, 1998, among CTI, Fiserv Solutions and the Company (the "Merger Agreement"), each outstanding option to acquire shares of common stock of CTI that was granted under the Stock Option Plans prior to the effective time of the Merger could be converted into an option to acquire shares of Common Stock based upon a conversion ratio described further herein and the exercise price of previously granted options was adjusted as further described herein. See "Introductory Statement." The number of shares of Common Stock issuable under the Stock Option Plans is as follows: (i) the Dimension Capital Corp. 1993 Director Stock Option Plan - 791 shares; (ii) the Dimension Capital Corp. 1993 Employee Stock Option Plan - 6,028 shares; and (iii) the CUSA Technologies, Inc. 1995 Employee Stock Option Plan - 957 shares. The number of shares of Common Stock issuable pursuant to Non-Statutory Stock Options is 13,333.
- (4) Estimated solely for the purpose of determining the registration fee and based on a weighted average of the exercise price of options issued under the Stock Option Plans outstanding as of the date hereof, adjusted based on the conversion ratio, to reflect the price at which such options could be exercised to purchase shares of Common Stock on the date hereof pursuant to the Merger Agreement.
- (5) A registration fee covering 487,210 shares of Common Stock to be issued in connection with the Merger was paid by the Registrant with the Registration Statement on Form S-4 (Registration No. 333-44935) filed with the Securities and Exchange Commission on January 26, 1998. Of the 487,210 shares of Common Stock registered on the Registration Statement on Form S-4, 393,107 shares were issued to holders of CTI Common Stock in connection with the Merger and 53,963 shares were placed in escrow to cover certain specified and unspecified liabilities, and of the remaining 40,140 shares of Common Stock, 21,109 are being registered pursuant to this Post-Effective Amendment No. 1 on Form S-8 to the Registration Statement on Form S-4.
- (6) Represents Non-Statutory Stock Options granted by the Board of Directors of CTI under an option and compensation contract solely for employees, directors or officers of CTI pursuant to services rendered to CTI.

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#### INTRODUCTORY STATEMENT

Fiserv, Inc., a Wisconsin corporation (the "Company" or "Registrant") hereby amends its Registration Statement on Form S-4 (Registration No. 333-44935) (the "Form S-4") by filing this Post-Effective Amendment No. 1 on Form S-8 (the "Post-Effective Amendment") relating to the sale of up to 21,109 shares of common stock, \$0.01 par value per share, of the Company ("Common Stock") issuable upon the exercise of options granted under the Dimension Capital Corp. 1993 Director Stock Option Plan, the Dimension Capital Corp. 1993 Employee Stock Option Plan, the CUSA Technologies, Inc. 1995 Employee Stock Option Plan (collectively, the "Stock Option Plans") and non-statutory stock options granted by the Board of Directors of CUSA Technologies, Inc.

On April 30, 1998, CUSA Technologies, Inc., a Nevada corporation ("CTI")

was merged with and into Fiserv Solutions, Inc., a Wisconsin corporation and wholly owned subsidiary of the Company (the "Merger"). Pursuant to the Merger, each of the outstanding options to acquire shares of common stock of CTI granted under the Stock Option Plans prior to the Effective Time was converted into options to acquire shares of Common Stock. As of the effective time of the Merger, the Company assumed the rights, duties and obligations of CTI under the Stock Option Plans. The number of shares of Common Stock that the holder of an assumed option will be entitled to receive upon the exercise of such option is the number of whole shares determined by multiplying the number of shares of CTI common stock subject to such option by a conversion ratio of .024329322, and the exercise price of each share of Common Stock subject to an assumed option is the amount (rounded to the nearest whole cent) obtained by dividing the exercise price applicable to options to acquire shares of CTI common stock by .024329322. The duration and terms of the assumed options shall be the same as the options to acquire CTI common stock.

The designation of the Post-Effective Amendment as Registration No. 333-44935 denotes that the Post-Effective Amendment relates only to shares of Common Stock issuable upon the exercise of options granted under the Stock Option Plans.

PART I. INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The information required by Part I will be included in documents sent or given to participants in the Stock Option Plans. Such documents are not being filed with the Securities and Exchange Commission (the "Commission") either as part of this Post-Effective Amendment or as prospectuses or prospectus supplements pursuant to Rule 424 in reliance on Rule 428.

PART II. INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.  
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The following documents filed by the Company with the Commission are incorporated herein by reference and made a part hereof:

- (a) The Company's latest Annual Report on Form 10-K for the year ended December 31, 1997.
- (b) The Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 1998.
- (c) The Company's Current Reports on Form 8-K dated March 24, 1998, February 23, 1998 and January 20, 1998, filed with the Commission on March 24, 1998, February 24, 1998 and January 20, 1998, respectively.
- (f) The description of the Company's Common Stock contained in the Company's Prospectus, dated March 31, 1998, and included in the Company's Registration Statement on Form S-4 (File No. 333-44935).
- (e) The description of certain Rights to purchase Series A Junior Participating Preferred Stock, which description is contained in the Company's Registration Statement on Form 8-A, under Section 12(b) of the Exchange Act, dated February 23, 1998.

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All documents subsequently filed with the Commission by the Company pursuant to Section 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended, prior to the filing of a post-effective amendment to this Registration Statement which indicates that all securities offered hereby have been sold or which deregisters all securities 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.  
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Not Applicable.

Item 5. Interests of Named Experts and Counsel.  
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The legality of the Common Stock to be issued in connection with the Stock Option Plans has been passed upon by Charles W. Sprague, Esq., Executive Vice President, General Counsel and Secretary of the Company. As of the date of this Post-Effective Amendment No. 1 on Form S-8, Mr. Sprague beneficially owned 27,461 shares of Common Stock.

Item 6. Indemnification of Directors and Officers.  
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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 other cases, the Wisconsin statute 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. 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 it 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, its articles of incorporation or bylaws, 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 Bylaws provide for indemnification and advancement of expenses of directors and officers to the fullest extent provided by the Wisconsin Business Corporation 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 to under any written agreement, resolution of directors, vote of stockholders, by law or otherwise.

Item 7. Exemption from Registration Claimed.  
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Not Applicable.

Item 8. Exhibits.  
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The Exhibits to this Registration Statement are listed in the Exhibit Index which is incorporated herein by reference.

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Item 9. Undertakings.  
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The undersigned Registrant hereby undertakes as follows:

- (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; and
  - (iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement.

Provided, however, that paragraphs (1)(i) and (1)(ii) do not apply if the Registration Statement is on Form S-3, Form S-8 or Form F-3, and 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 15(d) of the Securities Exchange Act of 1934, that are incorporated by reference in the Registration Statement.

- (2) For the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new Registration Statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the Offering.
- (4) 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 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.
- (5) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission, such indemnification is against public policy as expressed in the 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 Act and will be governed by the final adjudication of such issue.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant has duly caused this Post-Effective Amendment No. 1 on Form S-8 to the Registration Statement on Form S-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Brookfield, State of Wisconsin, on the 7th day of May, 1998.

FISERV, INC.

By: /s/ Kenneth R. Jensen  
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Kenneth R. Jensen,  
Senior Executive Vice  
President and Treasurer

Pursuant to the requirements of the Securities Act of 1933, this Post-Effective Amendment No. 1 on Form S-8 to the Registration Statement on Form S-4 has been signed below by the following persons in the capacities and on the dates indicated:

* ----- (George D. Dalton)	Chairman of the Board and Director (Principal Executive Officer)	May 7, 1998
* ----- (Leslie M. Muma)	Vice Chairman, President and Director	May 7, 1998
* ----- (Kenneth R. Jensen)	Senior Executive Vice President, Treasurer and Director (Principal Financial and Accounting Officer)	May 7, 1998
* ----- (Donald F. Dillon)	Vice Chairman, President - Information Technology, Inc. and Director	May 7, 1998
* ----- (Gerald J. Levy)	Director	May 7, 1998
*	Director	May 7, 1998

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(L. William Seidman)

\*

Director

May 7, 1998

-----  
(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)

EXHIBIT INDEX

Regulation S-K

Exhibit No.

Description of Document

----- Exhibit No.	----- Description of Document
Exhibit 2.1	Agreement and Plan of Merger, dated as of November 4, 1997 and amended December 31, 1997, February 27, 1998 and March 19, 1998, among CTI, Fiserv Solutions and the Company (1)
Exhibit 4.1	Dimension Capital Corp. 1993 Director Stock Option Plan
Exhibit 4.2	Dimension Capital Corp. 1993 Employee Stock Option Plan
Exhibit 4.3	CUSA Technologies, Inc. 1995 Employee Stock Option Plan
Exhibit 5	Opinion of Charles W. Sprague (1)
Exhibit 23.1	Consent of Deloitte & Touche LLP
Exhibit 23.2	Consent of Coopers & Lybrand L.L.P.
Exhibit 23.3	Consent of Charles W. Sprague (included in Exhibit 5)
Exhibit 24	Power of Attorney (1)

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(1) Previously filed as an exhibit to the Company's Registration Statement on Form S-4 (File No. 33-98298) to which this is Post-Effective Amendment No. 1.

DIMENSION CAPITAL CORPORATION

1993 Director Stock Option Plan

DIMENSION CAPITAL CORP.

1993 Director Stock Option Plan

Dimension Capital Corporation, a Nevada corporation (the "Company"), hereby adopts this 1993 Director Stock Option Plan (the "Plan"), this 5th day of November, 1993, under which options to acquire stock of the Company are granted to individuals who are serving as directors of the Company at the end of each fiscal year during the term of this Plan, on the terms and conditions set forth herein.

1. Purpose of the Plan. The Plan is intended to aid the Company in maintaining and developing a management team, attracting qualified directors capable of assuring the future success of the Company, and rewarding those individuals who have contributed to the success of the Company. It is designed to aid the Company in retaining the services of current directors and in attracting new personnel when needed for future operations and growth and to provide such individuals with an incentive to remain directors of the Company, to use their best efforts to promote the success of the Company's business, and to provide them with an opportunity to obtain or increase a proprietary interest in the Company. The above aims will be effectuated through the granting of options ("Options") to purchase shares of common stock of the Company, par value \$0.001 per share (the "Stock"), subject to the terms and conditions of this Plan. It is intended that, to the extent permitted under the applicable rules and regulations, the Options issued pursuant to this Plan will qualify as Incentive Stock Options within the meaning of (S)422A of the Internal Revenue Code (the "Code") or any amendment or successor provision of like tenor ("Incentive Options").

2. Shareholder Approval. The Plan shall become effective immediately on adoption by the board of directors of the Company (the "Board"). However, any rights granted under the Plan shall be conditioned on the approval of the Plan by the Company's shareholders in the manner set forth below.

(a) The Plan shall be adopted by the Board in a manner consistent with the Company's articles of incorporation and bylaws.

(b) Within twelve (12) months after the Plan has been adopted by the Board, the Plan shall be approved by those shareholders of the Company who are entitled to vote on such matters at a duly held shareholders' meeting by the vote of the holders of a majority of the issued and outstanding stock in attendance, in person or by proxy, at such meeting or by the unanimous written consent of the holders of all of the issued and outstanding stock of the Company. If the Plan is presented at a shareholders' meeting, it shall be approved by the shareholders in any other manner not inconsistent with the Company's articles of incorporation and bylaws and the applicable provisions of the governing statutes, rules and regulations.

(c) In the event the Plan is so approved, the secretary of the Company shall, as soon as practicable following the date of final approval, prepare and attach to this Plan certified copies of all relevant resolutions adopted by the shareholders and the Board.

In the event the Plan is not approved by the shareholders within the time period set forth above, the Plan shall be deemed to be of no further force or effect, and any awards of Options under the Plan shall be null and void. Thereafter, the Plan shall not be relied on by the shareholders, the Board, the Company, its agents, employees, or any other person.

3. Administration of the Plan. The Plan shall be administered by the Board. Subject to compliance with the applicable provisions of the governing law, the Board may delegate administration of the Plan or specific administrative duties with respect to the Plan, on such terms and to such individuals as they deem proper. Any action taken with regard to the Plan shall

be approved by a majority vote of those members of the Board in attendance of a meeting at which a quorum is present. Any action taken with respect to the Plan by an individual or group of individuals designated by the Board shall be approved as specified by the Board at the time of delegation.

The interpretation and construction of the terms of the Plan or any award under the Plan by the Board or its duly authorized delegates shall be final and binding on all participants in the Plan absent a showing of demonstrable error. No member of the Board or delegate shall be liable for any action taken or determination made in good faith with respect to the Plan or any award.

4. Shares of Stock Subject to the Plan. A total of 62,500 shares of Stock may be subject to or issued under Options granted pursuant to the terms of this Plan. To the extent permitted for plans qualifying as "formula plans" under rule 16b-3 promulgated under the Securities and Exchange Act of 1934, as amended (i) any shares subject to an Option or other right under the Plan, which Option or right for any reason expires or is terminated unexercised as to such shares, may be reserved for issuance pursuant to future awards under the Plan, and (ii) if any right to acquire stock granted under the Plan is exercised by the delivery of shares of Stock or the relinquishment of rights to shares of Stock, only the net shares of Stock issued (the shares of Stock issued less the shares of Stock surrendered) shall count against the total number of shares reserved for issuance under the terms of this Plan.

5. Term. This Plan shall be in effect from the date hereof until November 5, 1998.

6. Grant to Board Members. Each individual who is a member of the Board at December 31 of every year during the term of this Plan (or if the Company changes its fiscal year, at the end of each fiscal year during such term) shall be awarded an Option to acquire 2,500 shares of Stock at an exercise price equal to the closing bid price for the Stock on the date of grant as reported on the National Association of Securities Dealers Automated Quotation system ("NASDAQ") or, if the Stock is not then listed on NASDAQ, as reported by another reliable quotation medium with respect to the principal trading market for the Stock of the Company; provided, that if such Option is intended to qualify as an Incentive Option and the recipient owns (either of record or beneficially) stock possessing more than 10% of the combined voting power of the issued and outstanding securities of the Company as determined under the provisions of the Code and the rules and regulations promulgated thereunder, the

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exercise price shall be 110% of such bid price. Such options are intended to be granted under the Securities Exchange Act of 1934, as amended, and, to the extent that the recipient is also an employee of the Company or otherwise qualified under the Code, to qualify as Incentive Options and, as such, are subject to the limitations set forth in this Plan and the applicable statutes, regulations, and rules governing the issuance, transfer, exercise, and holding of such options.

7. Reservation of Stock on Granting of Options. At the time Options to acquire Stock are granted under the terms of this Plan, there will be reserved for issuance on the exercise of such Options the number of shares of Stock of the Company subject to such Options. The Company may reserve either authorized but unissued shares or issued shares that have been reacquired by the Company.

8. Term and Certain Limitations on Right to Exercise:

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(a) Each award shall have the term of five years from the date of grant.

(b) The term of the award, once it is granted, may be reduced only as provided for in this Plan or in the terms of the award.

(c) Unless otherwise specifically provided by the written terms of the award, no holder or his legal representative, legatees, or distributees will be, or shall be deemed to be, a holder of any shares subject to an award unless and until the holder exercises his right to acquire Stock and delivers the required consideration to the Company in accordance with the terms of this Plan and the provisions of the award. Unless otherwise specifically provided by the written terms of the award, no adjustment shall be made for dividends or other rights for which the record date is prior to the date such Stock is acquired by the holder.

(d) Subject to subparagraph (c), awards under the Plan shall not vest at the time of the grant of the award.

(e) If any individual who receives an award under the terms of this Plan is terminated or resigns from the Company within six months of such award, the unexercised portion of the award shall be null and void, and such individual shall have no further rights thereunder as of the date of such termination or resignation.



(f) In no event may an award be exercised after the expiration of its term.

9. Payment of Exercise Price. The exercise price of any award shall be contingent on receipt by the Company of cash, certified bank check to its order, or other consideration acceptable to the Company; provided, that payment may be made in whole or in part in shares of Stock of the Company, which Stock shall be valued at its then fair market value as determined based on the closing bid for the stock on the date of exercise as reported by NASDAQ or other reliable quotation medium if NASDAQ is not the principal trading market for the stock, or the

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surrender or cancellation of other rights to Stock of the Company. Any consideration approved by the Company that calls for the payment of the exercise price over a period of more than one year shall provide for Interest, which shall not be included as part of the exercise price, that is equal to or exceeds the imputed interest provide for in Code section 483 or any amendment or successor section of like tenor.

10. Withholding. If the grant or exercise of an award pursuant to this Plan is subject to withholding or other trust fund payment requirements of the Code or applicable state or local laws, such requirements may, to the extent permitted by the terms of the Option and the then governing provisions of the Code and the Exchange Act, be met by (i) the holder of the Option either delivering shares of Stock or cancelling options or other rights to acquire Stock; (ii) the Company withholding shares of Stock subject to the Option, all with a fair market value equal to such requirements; or (iii) the Company making such withholding or other trust fund payment and the Option holder reimbursing the Company such amount paid within 10 days after written demand therefor from the Company.

11. Incentive Options. It is intended that options granted to directors who are also employees of the Company, as defined pursuant to the provisions of the Code, qualify as Incentive Options. In addition to the other restrictions and provisions of this Plan and any award under this Plan, any option granted that is an Incentive Option shall meet the following further requirements:

(a) The exercise price of an Incentive Option shall not be less than the fair market value of the Stock on the date the Incentive Option is granted as permitted by the applicable provisions of the Code.

(b) No Incentive Option may be granted under the Plan to any employee that owns (either of record or beneficially) Stock possessing more than 10% of the combined voting power of the Company or any parent or subsidiary corporation unless both the exercise price is at least 110% of the fair market value of the Stock on the date the Option is granted and the Incentive Option by its terms is not exercisable more than five years after the date it is granted.

(c) Incentive Options may be granted only to employees of the Company or its subsidiaries and only in connection with that employee's employment by the Company or the subsidiary. Notwithstanding the above, directors may be granted Incentive Options under the Plan, subject to, and to the extent permitted by, applicable tax statutes and regulations.

(d) The aggregate fair market value (determined as of the date the Incentive Option is granted) of the shares of Stock with respect to which Incentive Options are exercisable for the first time by any individual during any calendar year under the Plan (and all other plans of the Company and its subsidiaries) may not exceed \$100,000.

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(e) No Incentive Option shall be transferable other than by will or the laws of descent and distribution and shall be exercisable, during the lifetime of the optionee, only by the optionee to whom the Incentive Option is granted.

(f) No stock appreciation rights or other rights can be granted in tandem with an Incentive Option.

(g) Any employee acquiring shares of Stock pursuant to any Incentive Option granted under this Plan shall not sell, transfer, or otherwise convey the Stock until after the date that is both two years from the date the Incentive Option was granted and one year from the date the Stock was acquired by the Employee pursuant to the exercise of the Incentive Option. If any employee makes a disqualifying disposition, he shall notify the Company within 30 days of such transaction.

(h) No Incentive Option may be exercised unless the optionee was, within three months of such exercise, and had been since the date the Incentive Option was granted, an eligible employee of the Company as specified in the applicable provisions of the Code, unless the optionee

dies during such 3-month period; provided, an Incentive Option may be exercised by any optionee who ceases employment due to a disability as defined in Code section 105(d)(4), or any amendment to that section or any successor section of like tenor, within 12 months of such termination. An authorized absence or leave approved by the Board shall not be considered an interruption of employment for any purpose under the Plan.

(i) All Incentive Options shall be deemed to contain such limitations and restrictions as are necessary to conform to the requirements for "incentive stock options" as defined in section 422A of the Code, or any amendment or successor statute of like tenor.

(j) All of the foregoing restrictions and limitations are based on the governing provisions of the Code as of the date of adoption of this Plan.

If at any time the Code is amended to permit the qualification of an Option as an incentive stock option without one or more of the foregoing restrictions or limitations on the terms of such restriction or limitation are modified, the Board may issue Incentive Options and may modify existing Incentive Options in accordance with the amendments to the Code, all to the extent that such action by the Board does not disqualify the Incentive Options from treatment as incentive stock options under the provisions of the Code.

12. Awards to Officers and Directors. Awards under the Plan are intended to qualify for the exemption from section 16(b) of the Exchange Act provide in rule 16b-3 and shall be subject to the following requirements, in addition to the other restrictions and limitations set forth in this Plan:

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(a) The award shall not be transferable other than by will or the laws of descent and distribution or pursuant to a qualified domestic relative order s defined by the Code or title 1 of the Employee Retirement Income Security Act.

(b) Any stock acquired on exercise of the Option cannot be transferred until subsequent to the expiration of six months from the date the Option was granted.

(c) Any cash settlement of award rights shall be made in accordance with the requirements of rule 16b-3 or any amendment or successor rule of like tenor.

(d) All of the foregoing restrictions and limitations are based on the governing provisions of the Exchange Act and the rules and regulations promulgated thereunder as of the date of adoption of this Plan. If at any time the governing provisions are amended to permit an award to be granted pursuant to rule 16b-3 or any amendment or successor rule of like tenor without one or more of the foregoing restrictions or limitations or the terms of such restrictions or limitations are modified, the Board may issue awards to officers and directors and may modify existing awards in accordance with such changes, all to the extent that such action by the Board does not disqualify the awards from treatment under the provisions of rule 16b-3 or any amendment or successor rule of similar tenor.

13. Dilution or Other Adjustment. In the event that shares of Stock of the Company from time to time issued and outstanding are increased pursuant to a stock split or a stock dividend, the number of shares of Stock then covered by each outstanding Option granted hereunder shall be increased proportionately with no increase in the total purchase price of the shares then so covered, and the number of shares of Stock reserved for the purposes of the Plan shall be increased by the same proportion. In the event that the shares of Stock of the Company from time to time issued and outstanding are reduced by a combination or consolidation of shares, the number of shares of Stock then covered by each outstanding Option granted hereunder shall be reduced by the same proportion. In the event that the Company should transfer assets to another corporation and distribute the stock of such other corporation without the surrender of Stock of the Company, and if such distribution is not taxable as a dividend and no gain or loss is recognized by reason of section 355 of the Code or a similar section, then the total purchase price of the Stock then covered by each outstanding Option shall be reduced by an amount that bears the same ratio to the total purchase price then in effect as the market value of the stock distributed in respect of a share of the Stock of the Company, immediately following the distribution, bears to the aggregate of the market value at such time of a share of the Stock of the Company and the stock distributed in respect thereof. To the extent permitted for plans qualifying as "formula plans" under rule 16b-3 promulgated under the Securities and Exchange Act of 1934, as amended, in the event that the Company distributes the stock of a subsidiary to its shareholders, makes a distribution of a major portion of its assets, or otherwise distributes a significant portion of the value of its issued and outstanding Stock to its shareholders, the number of shares then subject to each outstanding award and the Plan may be adjusted in the discretion of the Board. All such adjustments made by the Board shall be final and binding on all

participants under the Plan. No fractional shares shall be issued, and any fractional shares

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resulting from the computations pursuant to this section shall be eliminated from the respective award. No adjustment shall be made for cash dividends, for the issuance of additional shares of Stock for consideration approved by the Board, or for the issuance to stockholders of rights to subscribe for additional Stock or other securities.

14. Assignment. No award granted under this Plan shall be transferable other to a family member, a trust for the benefit of the holder or a family member, a charity, or by will or the laws of descent and distribution. If any award is transferred in accordance with the provisions of this section, it cannot thereafter be transferred by the new holder, except to reconvey it to the original holder. Except as permitted by the foregoing, each award granted under the Plan and the rights and privileges thereby conferred shall not be transferred, assigned, pledged, or hypothecated in any way (whether by operation of law or otherwise), and shall not be subject to execution, attachment, or similar process. On any attempt to transfer, assign, pledge, hypothecate, or otherwise dispose of the award, or of any right or privilege conferred thereby, contrary to the provisions hereof, or on the levy of any attachment or similar process on such rights and privileges, the award and such rights and privileges shall immediately become null and void.

15. Effect of Termination of Employment. In the event that any holder is terminated or resigns from his position with the Company or a subsidiary within six months of the grant of an award, any unexercised portion of such award shall immediately become null and void and such holder shall have no further rights thereunder. To the extent permitted for plans qualifying as "formula plans" under rule 16b-3 promulgated under the Securities and Exchange Act of 1934, as amended, in the event that any holder is terminated at any time for, in the determination of the Board, materially breaching the terms of his employment, gross negligence in the performance of his duties, substantial failure to meet written standards established by the Company for the performance of his duties, criminal misconduct, or willful or gross misconduct in the performance of his duties, the Board may cancel any and all rights such individual may have in the unexercised portion of any award held at the time of termination.

16. Listing and Registration of Shares. Each award shall be subject to the requirement that if any time the Board shall determine, in its sole discretion, that it is necessary or desirable to list, register, or qualify the shares covered thereby on any securities exchange or under any state or federal law or obtain the consent or approval of any governmental agency or regulatory body as a condition of, or in connection with, the granting of such award or the issuance or purchase of shares thereunder, such award may not be exercised in whole or in part unless and until such listing, registration, consent, or approval shall have been effected or obtained free of any conditions not acceptable to the Board.

17. Form of Awards. Awards granted under the Plan shall be represented by a written agreement which shall be executed by the Company and which shall contain the terms and conditions determined as may be permitted under the terms of this Plan.

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18. No Right of Employment. Nothing contained in this Plan or any award made pursuant to this Plan shall be construed as conferring on a director any right to continue or remain as a director or employee of the Company or its subsidiaries.

19. Amendment of the Plan. This Plan may not be amended more than once during any six month period, other than to comport with changes in the Code or the Employee Retirement Income Security Act or the rules and regulations promulgated thereunder. Subject to the foregoing and the limitations on "formula plans" under rule 16b-3 promulgated under the Securities and Exchange Act of 1934, as amended, the Board may at any time, and from time to time, modify and amend the Plan in any respect; provided, however, that no such amendment shall, without the approval of the shareholders, cause the Plan to no longer comply with the applicable provisions of the Code with respect to Incentive Options or the applicable provisions of the Exchange Act with respect to awards granted to officers and directors under rule 16b-3 or any amendment or successor rule of like tenor.

Subject only to the prohibition against amending this Plan more than once during any six month period, the Plan shall be deemed to be automatically amended as is necessary (i) with respect to the issuance of Incentive Options to maintain the Plan in compliance with the provisions of section 422A of the Code, and regulations promulgated thereunder from time to time, or any amendment or successor statute thereto, and (ii) to maintain the Plan in compliance with the provisions of rule 16b-3 promulgated under the Exchange Act or any amendment or successor statute thereto.

ATTEST:

/s/ John S. Felt

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John S. Felt, President

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DIMENSION CAPITAL CORPORATION

1993 Employee Stock Option Plan

DIMENSION CAPITAL CORP.

1993 Employee Stock Option Plan

Dimension Capital Corporation, a Nevada corporation (the "Company"), hereby adopts this 1993 Employee Stock Option Plan of Mountain Diagnostics, Inc. (the "Plan"), this 5th day of November, 1993, under which options and/or stock appreciation rights may be granted from time to time to eligible employees of the Company or its subsidiaries to purchase shares of the Company on the terms and conditions set forth herein.

1. Purpose of the Plan

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The Plan is intended to aid the Company in maintaining and developing a management team and attracting qualified employees capable of assuring the future success of the Company. It is designed to aid the Company in retaining the services of executives and employees and in attracting new management personnel when needed for future operations and growth and to provide such personnel with an incentive to remain employees of the Company, to use their best efforts to promote the success of the Company's business, and to provide them with an opportunity to obtain or increase a proprietary interest in the Company. The above aims will be effectuated through the granting of options (hereinafter called "Options") to such employees to purchase shares of the Company's stock on a favorable basis and/or stock appreciation rights ("SARs"), subject to the terms and conditions of this Plan. It is intended that the Options issued pursuant to this Plan include, where designated as such at the time of the grant, options which qualify as Incentive Stock Options within the meaning of (S)422A of the Internal Revenue Code ("Incentive Options").

2. Shareholder Approval

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The Plan shall become effective only at such time as it has been adopted by the board of directors of the Company (the "Board") and approved by the Company's shareholders in the manner set forth below.

(a) The Plan shall be adopted by the Board in a manner consistent with the Company's articles of incorporation and bylaws.

(b) Within twelve (12) months after the Plan has been adopted by the Board, the Plan shall be approved by those shareholders of the Company who are entitled to vote on such matters at a duly held shareholders' meeting by the vote of the holders of a majority of the issued and outstanding stock in attendance, in person or by proxy, at such meeting or by the unanimous written consent of the holders of all of the issued and outstanding stock of the Company, all in the manner set forth in the Company's articles of incorporation and bylaws and as otherwise provided by statute or at law.

(c) In the event the Plan is so approved, the secretary of the Company shall, as soon as practicable following the date of final approval, prepare and attach to this Plan certified copies of all relevant resolutions adopted by the shareholders and the Board.

In the event the Plan is not approved by the shareholders within the time period set forth above, the Plan shall not become effective, shall be deemed to be of no further force or effect, and shall not be relied on by the shareholders, the Board, the Company, its agents, employees, or any other person.

3. Administration of the Plan

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the Plan shall be administered by (or only in accordance with the recommendation of) the Board or an Option Committee of the Board or by another committee appointed by the Board (the "Committee") in each instance consisting of not less than three persons. At such time that the Company becomes subject to the reporting requirements of section 12(g) of the Securities and Exchange Act of 1934, as amended, the Board may require that such committee be comprised of not less than three disinterested persons, none of whom shall be employees of

the Company who are, or who have been at any time within the preceding year, eligible to participate in the Plan or any other plan of the Company entitling participants to acquire stock, options to acquire stock, or appreciation rights of the Company or its subsidiaries or affiliates. The Board may remove or add members to the Committee and the Board or the remaining members of the Committee shall fill any vacancies that occur. Any director of the Company may from time to time make recommendations to the Board or Committee with respect to employee(s) to be considered and the amount of stock to be subject to each Option. Options can be approved only by a majority vote of the members of the Committee or a majority vote of the members of the Board who are disinterested with respect to the Option under consideration.

The interpretation and construction of the terms of the Plan or any Option by the Committee or the Board shall be final and binding on all participants in the Plan. No member of the Board or any Committee shall be liable for any action taken or determination made in good faith with respect to the Plan or any Option.

4. Shares of Stock Subject to the Plan  
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At the time of granting any Option under the terms of this Plan, there will be reserved for issuance on the exercise of the Option (subject to the provisions of section 9) the number of shares of common stock of the Company, par value \$0.001 per share (hereinafter called the "Common Stock"), subject to such Option. The Company may reserve either authorized but unissued shares or issued shares that have been reacquired by the Company. A total of 200,000 shares may be subject to or issued under Options granted pursuant to the Plan. Any shares subject to an Option under the Plan, which Option for any reason expires or is terminated unexercised as to such shares, may be reserved for issuance under future Options.

5. Eligibility  
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Options under the Plan may be granted to executive officers and other employees of the Company or its subsidiaries, as may be existing from time to time, in the amounts, and subject to the restrictions, set forth in this Plan. Options may be granted only to employees of the Company or its subsidiaries and only in connection with that employee's employment by the

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Company or the subsidiary. Notwithstanding the above, directors may be granted Options under the Plan, subject to, and to the extent permitted by, applicable tax statutes and regulations.

6. Term of Option and Certain Limitations on Right to Exercise Option  
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(a) Each Option shall have the term established by the Board or Committee at the time the Option is granted, but in no event shall such term exceed ten (10) years (five years for Incentive Options granted to ten-percent shareholders).

(b) The term of the Option, once it is granted, may be reduced only as provided for in section 11 in connection with the termination of employment or death of the optionee.

(c) The exercise of any Option shall be contingent on receipt by the Company of cash, certified bank check to its order, or other consideration acceptable to the Company and, with respect to Incentive Options, permitted by (S)422A of the Internal Revenue Code and any regulations promulgated thereunder for the purchase of incentive stock options; provided, that at the discretion of the Board or the Committee at the time of grant, payment may be made in whole or in part in shares of stock of the Company, which stock shall be valued at its then fair market value as determined by the Board or Committee. Any payment approved by the Company that calls for the payment of the option price over a period of more than one year shall provide for interest, which shall not be included as part of the option price, that is equal to or exceed the imputed interest provided for in Internal Revenue Code (S)483 or any amendment or any successor section of like tenor.

(d) No optionee or his legal representative, legatees, or distributees will be, or shall be deemed to be, a holder of any shares subject to an Option unless and until certificates for such shares are issued to him or them under the terms of the Plan and the Option. No adjustment shall be made for dividends or other rights for which the record date is prior to the date such stock certificate is issued.

(e) Options awarded under the Plan shall vest at such time or times and on such terms as the Board or Committee may determine; provided, however, that the vesting of such Options shall occur only if the grantee on the effective date of vesting is then and has continuously been an

employee from the date of grant of the Option.

(f) The Options authorized under the Plan shall contain such other provisions, including, without limitation, further restrictions on the exercise of the Option, as the Board shall deem advisable.

(g) In no event may an Option be exercised after the expiration of its term.

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(h) In addition to the foregoing and notwithstanding anything to the contrary contained in this Plan, each Incentive Option must meet the following further requirements:

(i) No Incentive Option may be granted under the Plan to any employee that owns (either of record or beneficially) stock possessing more than ten percent (10%) of the combined voting power of the Company or any parent or subsidiary corporation unless both the exercise price is at least one hundred and ten percent (110%) of the fair market value of the Common Stock on the date the Option is granted and the Incentive Option by its terms is not exercisable more than five years after the date it is granted.

(ii) The aggregate fair market value (determined as of the date the Option is granted) of the shares of Common Stock with respect to which Incentive Options are exercisable for the first time by any individual during any calendar year under the Plan (and all other plans of the Company and its subsidiaries) may not exceed \$100,000.

(iii) Any employee acquiring shares of Common Stock pursuant to any Incentive Option granted under this Plan shall not sell, transfer, or otherwise convey the stock until after the date on which both two years have elapsed from the date the Incentive Option was granted and one year has elapsed from the date the stock was acquired by the Employee pursuant to the exercise of the Incentive Option.

(iv) No Incentive Option may be exercised unless the optionee was, within three months of such exercise, and had been since the date the Incentive Option was granted, an eligible employee of the Company as defined in section 5, unless the optionee dies during such three-month period, provided, an Incentive Option may be exercised by any optionee who ceases employment due to a disability as defined in Internal Revenue Code (S)105(d)(4) or any amendment to that section or any successor section of like tenor within 12 months of such termination. An authorized absence or leave approved by the Board shall not be considered an interruption of employment for any purpose under the Plan.

(v) All Incentive Options shall be deemed to contain such limitations and restrictions as are necessary to conform to the requirements for "incentive stock options" as defined in (S)422A of the Internal Revenue Code, or any amendment or successor statute of like tenor.

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#### 7. Option Price

The exercise price of each Option issued under the Plan shall be determined by the Board or Committee on or before the date the Option is granted, but in no event shall such exercise price be an amount less than the fair market value of the Common Stock on the date such Option is granted for Incentive Options (one hundred and ten percent (110%) of fair market value for Incentive Options granted to ten-percent shareholders).

#### 8. Stock Appreciation Rights

The Board or Committee, at the time of granting any Option under the terms of this Plan, shall have the authority to grant stock appreciation rights with respect to all or some of the shares of Common Stock covered by such Option pursuant to which the optionee shall have the right to surrender all or part of such stock Option and thereby obtain payment of an amount equal to the difference between the aggregate Option price of the shares surrendered and the fair market value of such shares on the date of surrender; provided, however, that the optionee shall not have such right to surrender and obtain payment during the first six months of the term of such Option and right, except in the event of death or disability during the first six months of the term of such Option and right, except in the event of death or disability of optionee during such six-month period. Such payment may be made by the Company in Common Stock (at its fair market value on the date of the notice of exercise, as determined by the Board or Committee) or in cash, or partly in such stock and partly in cash, as the Company may determine. Any stock appreciation rights granted under

the terms of this section may be exercised only when, and only to the extent that, the optionee is entitled to exercise all or a portion of the underlying Option. The terms of any appreciation rights granted shall, within the provisions of this Plan, be established by the Board or Committee at the time of grant, and any rights created thereby can only be transferred in connection with the transfer of the underlying Option and shall be subject to all the restrictions set forth in section 10 of this Plan. stock appreciation rights may only be exercised at a time when the fair market value of the stock subject to the Option exceeds the exercise price of the Option.

9. Dilution or Other Adjustment  
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In the event that shares of Common Stock of the Company from time to time issued and outstanding are increased pursuant to a stock split or a stock dividend, the number of shares of Common Stock then covered by each outstanding Option granted hereunder shall be increased proportionately with no increase in the total purchase price of the shares then so covered, and the number of shares of Common Stock reserved for the purposes of the Plan shall be increased by the same proportion. In the event that the shares of Common Stock of the Company from time to time issued and outstanding are reduced by a combination of shares, the number of shares of Common Stock then covered by each outstanding Option granted hereunder shall be reduced proportionately with no reduction in the total purchase price of the shares then so covered, and the number of shares of Common Stock reserved for the purposes of the Plan shall be reduced by the same proportion. In the event that the Company should transfer assets to another corporation and distribute the stock of such other corporation without the surrender of

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Common Stock of the Company, and if such distribution is not taxable as a dividend and no gain or loss is recognized by reason of (S)355 of the Internal Revenue Code or some similar section, then the total purchase price of the shares then covered by each outstanding Option shall be reduced by an amount that bears the same ratio to the total purchase price then in effect as the market value of the stock distributed in respect of a share of the Common Stock of the Company, immediately following the distribution, bears to the aggregate of the market value at such time of a share of the Common Stock of the Company and the stock distributed in respect thereof. All such adjustments shall be made by the Board, whose determination upon the same shall be final and binding on the optionees. No fractional shares shall be issued, and any fractional shares resulting from the computations pursuant to this section shall be eliminated from the respective Option. No adjustment shall be made for cash dividends or the issuance to stockholders of rights to subscribe for additional Common Stock or other securities.

10. Assignment  
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No Option granted under this Plan shall be transferable otherwise than by will or the laws of descent and distribution and shall be exercisable, during the lifetime of the employee, only by the employee to whom the Option is granted. Except as permitted by the preceding sentence, each Option granted under the Plan and the rights and privileges thereby conferred shall not be transferred, assigned, pledged, or hypothecated in any way (whether by operation of law or otherwise), and shall not be subject to execution, attachment, or similar process. On any attempt to transfer, assign, pledge, hypothecate, or otherwise dispose of the Option, or of any right or privilege conferred thereby, contrary or the provisions hereof, or on the levy of any attachment or similar process on such rights and privileges, the Option and such rights and privileges shall immediately become null and void.

11. Effect of Termination of Employment  
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In the event of termination of employment of an eligible employee for any reason, any Incentive Option theretofore granted to him under the Plan, to the extent not theretofore exercised by him, shall terminate three months after the date of termination of his employment unless optionee dies during such three-month period; provided, any optionee who ceases employment due to disability shall have twelve (12) months from the date his employment ceases in which to exercise any Options granted to him under the Plan.

12. Listing and Registration of Shares  
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Each Option shall be subject to the requirement that if any time the Board shall determine, in its sole discretion, that it is necessary or desirable to list, register, or qualify the shares covered thereby on any securities exchange or under any state or federal law or obtain the consent or approval of any governmental agency or regulatory body as a condition of, or in connection with, the granting of such Option or the issuance or purchase of shares thereunder, such Option may not be exercised in whole or in part unless and until such listing, registration, consent, or approval shall have been effected or obtained



free of any conditions not acceptable to the Board.

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13. Expiration and Termination of the Plan  
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The Plan may be abandoned or terminated at any time by the Board except with respect to any Options then outstanding under the Plan. No Option shall be granted pursuant to the Plan after the earlier of (i) ten (10) years after the date the Plan is adopted by the Board; or (ii) ten (10) years after the date the Plan is approved by the shareholders of the Company.

14. Form of Options  
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Options granted under the Plan shall be represented by a written option agreement which shall be executed by the Company and the optionee and which shall contain the terms and conditions determined by the Board or Committee. Option agreements evidencing Incentive Options shall contain such terms and conditions, among others, as may be necessary in the Board or Committee to qualify them as Incentive Stock Options under Internal Revenue Code (S)422A.

15. Amendment of the Plan  
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The Board may at any time, and from time to time, modify and amend the Plan in any respect; provided, however, that no such amendment shall, without the approval of the shareholders: (a) increase (except in accordance with section 9) the maximum number of shares for which Options may be granted under the Plan either in the aggregate or to any individual employee; or (b) reduce (except in accordance with section 9) the minimum Option prices which may be established under the Plan; or (c) extend the period or periods during which Options may be granted or exercised; or (d) change the provisions relating to the determination of persons to whom Options shall be granted and the aggregate number of shares to be covered by such Options; or (e) change the provisions relating to adjustments to be made on changes in capitalization of the Company. The termination of any modification or amendment of the Plan shall not, without the consent of an employee, affect his rights under an Option theretofore granted to him.

Notwithstanding any provision to the contrary contained herein, the Plan shall be deemed to be automatically amended as is necessary with respect to the issuance of Incentive Options to maintain the Plan in compliance with the provisions of (S)422A of the Internal Revenue Code, and regulations promulgated thereunder from time to time, or any amendment or successor statute thereto.

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16. Effective Date of the Plan  
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This Plan shall become effective on the date on which it has been both adopted by the Board and approved by the shareholders of the Company.

ATTEST:

/s/ John S. Felt  
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John S. Felt, President

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## CUSA TECHNOLOGIES, INC.

## 1995 Employee Stock Option Plan

CUSA Technologies, Inc., a Nevada corporation ("the Company"), hereby adopts this 1995 Employee Stock Option Plan ("the Plan"), this 9th day of February, 1995, under which options and/or stock appreciation rights may be granted from time to time to eligible employees of the Company or its subsidiaries to purchase shares of the Company on the terms and conditions set forth herein.

## 1. Purpose of the Plan

The Plan is intended to aid the Company in maintaining and developing a management team and attracting qualified employees capable of assuring the future success of the Company. It is designed to aid the Company in retaining the services of executives and employees and in attracting new management personnel when needed for future operations and growth and to provide such personnel with an incentive to remain employees of the Company, to use their best efforts to promote the success of the Company's business, and to provide them with an opportunity to obtain or increase a proprietary interest in the Company. The above aims will be effectuated through the granting of options (hereinafter called "Options") to such employees to purchase shares of the Company's stock on a favorable basis and/or stock appreciation rights, subject to the terms and conditions of this Plan. It is intended that the Options issued pursuant to this Plan include, where designated as such at the time of grant, options that qualify as Incentive Stock Options within the meaning of (S)422A of the Internal Revenue Code of 1986 or any amendment or successor section of like tenor ("Incentive Options").

## 2. Shareholder Approval

The Plan shall become effective only at such time as it has been adopted by the Board of Directors of the Company ("the Board") and approved by the Company's shareholders in the manner set forth below:

(a) The Plan shall be adopted by the Board in a manner consistent with the Company's Articles of Incorporation and Bylaws.

(b) Within twelve (12) months after the Plan has been adopted by the Board, the Plan shall be approved by those shareholders of the Company who are entitled to vote on such matters at a duly held shareholders' meeting by the vote of the holders of a majority of the issued and outstanding stock in attendance, in person or by proxy, at such meeting or by the unanimous written consent of the holders of all of the issued and outstanding stock of the Company, all in the manner set forth in the Company's Articles of Incorporation and Bylaws and as otherwise provided by statute or law.

(c) In the event the Plan is so approved, the secretary of the Company shall, as soon as practicable following the date of final approval, prepare and attach to this Plan certified copies of all relevant resolutions adopted by the shareholders and the Board. In the event the Plan is not approved by the shareholders within the time period set forth

above, the Plan shall not become effective, shall be deemed to be of no further force or effect, and shall not be relied on by the shareholders, the Board, the Company, its officers, agents, employees or any other person.

## 3. Administration of Plan

The Plan shall be administered by (or only in accordance with the recommendation of) the Board or an Option Committee of the Board or by another committee appointed by the Board ("the Committee") in each instance consisting of not less than three (3) persons. At such time that the Company becomes subject to the reporting requirements of section 12(g) of the Securities and Exchange Act of 1934, as amended, the Board may require that such Committee be comprised of not less than three (3) disinterested persons, none of whom shall be employees of the Company who are, or who have been at any time within the preceding year, eligible to participate in the Plan or any other plan of the Company entitling participants to acquire stock, options to acquire stock, or stock appreciation rights of the Company or its subsidiaries or affiliates. The Board may remove or add members to the Committee, and the Board or the remaining members of the Committee shall fill any vacancies that occur. Any director of

the Company may from time to time make recommendations to the Board or Committee with respect to employees to be considered and the amount of stock to be subject to each Option. Options can be approved only by a majority vote of the members of the Committee or a majority vote of the members of the Board who are disinterested with respect to the Option under consideration.

The interpretation and construction of the terms of the Plan or any Option by the Committee or the Board shall be final and binding on all participants in the Plan. No member of the Board or any Committee shall be liable for any action or determination made in good faith with respect to the Plan or any Option.

#### 4. Shares of Stock Subject to the Plan

At the time of granting any Option under the terms of this Plan, there will be reserved for issuance on the exercise of the Option (subject to the provisions of Section 9) the number of shares of common stock of the Company, par value \$0.001 per share (hereinafter called the "Common Stock"), subject to such Option. The Company may reserve either authorized but unissued shares or issued shares that have been reacquired by the Company. A total of 300,000 shares may be subject to or issued under Options granted pursuant to this Plan. Any shares subject to an Option under the Plan, which Option for any reason expires or is terminated unexercised as to such shares, may be reserved for issuance under future Options.

#### 5. Eligibility

Options under the Plan may be granted to executive officers and other employees of the Company or its subsidiaries, as may be existing from time to time, in the amounts and subject to the restrictions set forth in this Plan. Options may be granted only to employees of the Company or its subsidiaries and only in connection with that employee's employment by the

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Company or the subsidiary. Notwithstanding the above, directors may be granted Options under the Plan, subject to, and to the extent permitted by, applicable tax statutes and regulations.

#### 6. Term of Option and Certain Limitations on Right to Exercise Option

(a) Each Option shall have the term established by the Board or Committee at the time the Option is granted, but in no event shall such term exceed ten (10) years (five years for Incentive Options granted to ten percent shareholders).

(b) The term of the Option, once it is granted, may be reduced only as provided for in section 11 in connection with the termination of employment or death of the optionee.

(c) The exercise of any Option shall be contingent on receipt by the Company of cash, certified bank check to its order, or other consideration acceptable to the Company and, with respect to Incentive Options, permitted by (S) 422A of the Internal Revenue Code of 1986 or any amendment or successor section of like tenor and any regulations promulgated thereunder for the purchase of incentive stock options; provided, that at the discretion of the Board or the Committee at the time of grant, payment may be made in whole or in part in shares of stock of the Company, which stock shall be valued at its then fair market value as determined by the Board or Committee. Any payment approved by the Company that calls for the payment of the option price over a period of more than one year shall provide for interest, which shall not be included as part of the option price, that is equal to or exceeds the imputed interest provided for in (S) 483 of the Internal Revenue Code of 1986 or any amendment or successor section of like tenor.

(d) No optionee or his or her legal representative, legatees or distributees will be or shall be deemed to be a holder of any shares subject to an Option unless and until certificates for such shares are issued to him or her or them under the terms of the Plan and the Option. No adjustment shall be made for dividends or other rights for which the record date is prior to the date such stock certificate is issued.

(e) Options awarded under the Plan shall vest at such time or times and on such terms as the Board or Committee may determine; provided, however, that the vesting of such Options shall occur only if the grantee on the effective date of vesting is then and has continuously been an employee from the date of grant of the Option.

(f) The Options authorized under the Plan shall contain such other provisions, including, without limitation, further restrictions on the exercise of the Option, as the Board shall deem advisable.

(g) In no event may an Option be exercised after the expiration of its term.

(h) In addition to the foregoing and notwithstanding anything to the contrary contained in this Plan, each Incentive Option must meet the following further requirements:

(i) No incentive Option may be granted under the Plan to any employee that owns (either of record or beneficially) stock possessing more than ten percent (10%) of the combined voting power of the Company or any parent or subsidiary corporation unless both the exercise price is at least one hundred ten percent (110%) of the fair

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market value of the Common Stock on the date the Option is granted and the Incentive Option by its terms is not exercisable more than five (5) years after the date it is granted.

(ii) The aggregate fair market value (determined as of the date the Option is granted) of the shares of Common Stock with respect to which Incentive Options are exercisable for the first time by any individual during any calendar year under the Plan (and all other plans of the Company and its subsidiaries) may not exceed \$100,000.

(iii) Any employee acquiring shares of Common Stock pursuant to any Incentive Option granted under this Plan shall not sell, transfer or otherwise convey the stock until after the date on which both two (2) years have elapsed from the date the Incentive Option was granted and one (1) year has elapsed from the date the stock was acquired by the Employee pursuant to the exercise of the Incentive Stock Option.

(iv) No Incentive Option may be exercised unless the optionee was, within three (3) months of such exercise, and had been since the date the Incentive Option was granted, an eligible employee of the Company as defined in section 5, unless the optionee dies during such three (3) month period; provided, an Incentive Option may be exercised by any optionee who ceases employment due to a disability as defined in (S)105(d)(4) of the Internal Revenue Code of 1986 or any amendment or successor section of like tenor within twelve (12) months of such termination. An authorized absence or leave approved by the Board shall not be considered an interruption of employment for any purpose under the Plan.

(v) All Incentive Options shall be deemed to contain such limitations and restrictions as are necessary to conform to the requirements for "incentive stock options" as defined in (S)422A of the Internal Revenue Code of 1986 or any amendment or successor section of like tenor.

## 7. Option Price

The exercise price of each Option issued under the Plan shall be determined by the Board or Committee on or before the date the Option is granted, but in no event shall such exercise price be an amount less than the fair market value of the Common Stock on the date such Option is granted for Incentive Options (one hundred ten percent (110%) of the fair market value for Incentive Options granted to ten percent (10%) shareholders).

## 8. Stock Appreciation Rights

The Board or Committee, at the time of granting any Option under the terms of this Plan, shall have the authority to grant stock appreciation rights with respect to all or some of the shares of Common Stock covered by such Option pursuant to which the optionee shall have the right to surrender all or part of such stock Option and thereby obtain payment of an amount equal to the difference between the aggregate Option price of the shares surrendered and the fair market value of such shares on the date of surrender; provided, however, that the optionee shall not have such right to surrender and obtain payment during the first six (6) months of the term

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of such Option and right, except in the event of death or disability of optionee during such six (6) month period. Such payment may be made by the Company in Common Stock (at its fair market value on the date of the notice of exercise, as determined by the Board or Committee) or in cash, or partly in such stock and partly in cash, as the Company may determine. Any stock appreciation rights

granted under the terms of this section may be exercised only when, and only to the extent that, the optionee is entitled to exercise all or a portion of the underlying Option. The terms of any appreciation rights granted shall, within the provisions of this Plan, be established by the Board or Committee at the time of grant, and any rights created thereby can only be transferred in connection with the transfer of the underlying Option and shall be subject to all the restrictions set forth in section 10 of this Plan. Stock appreciation rights may only be exercised at a time when the fair market value of the stock subject to the Option exceeds the exercise price of the Option.

#### 9. Dilution or Other Adjustment

In the event that shares of Common Stock of the Company from time to time issued and outstanding are increased pursuant to a stock split or a stock dividend, the number of shares of Common Stock then covered by each outstanding Option granted hereunder shall be increased proportionately with no increase in the total purchase price of the shares then so covered, and the number of shares of Common Stock reserved for the purposes of the Plan shall be increased by the same proportion. In the event that the shares of Common Stock of the Company from time to time issued and outstanding are reduced by a combination of shares, the number of shares of Common Stock then covered by each outstanding Option granted hereunder shall be reduced proportionately with no reduction in the total purchase price of the shares then so covered, and the number of shares of Common Stock reserved for the purposes of the Plan shall be reduced by the same proportion. In the event that the Company should transfer assets to another corporation and distribute the stock of such other corporation without the surrender of Common Stock of the Company, and if such distribution is not taxable as a dividend and no gain or loss is recognized by reason of (S)355 of the Internal Revenue Code of 1986 or any amendment or successor section of like tenor, then the total purchase price of the shares then covered by each outstanding Option shall be reduced by an amount that bears the same ratio to the total purchase price then in effect as the market value of the stock distributed in respect of a share of the Common Stock of the Company, immediately following the distribution, bears to the aggregate of the market value at such time of a share of the Common Stock of the Company and the stock distributed in respect thereof. All such adjustments shall be made by the Board, whose determination upon the same shall be final and binding on the optionees. No fractional shares shall be issued, and any fractional shares resulting from the computations pursuant to this section shall be eliminated from the respective Option. No adjustment shall be made for cash dividends or the issuance to stockholders of rights to subscribe for additional Common Stock or other securities.

#### 10. Assignment

No Option granted under this Plan shall be transferable otherwise than by will or the laws of descent and distribution and shall be exercisable, during the lifetime of the employee, only by the employee to whom the Option is granted. Except as permitted by the preceding sentence, each Option granted under the Plan and the rights and privileges thereby conferred shall not be transferred, assigned, pledged or hypothecated in any way (whether by operation of law or otherwise), and shall not be subject to execution, attachment or similar process. On any attempt

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to transfer, assign, pledge, hypothecate or otherwise dispose of the Option, or of any right or privilege conferred thereby, contrary to the provisions hereof, or on the levy of any attachment or similar process on such rights and privileges, the Option and such rights and privileges shall immediately become null and void.

#### 11. Effect of Termination of Employment

In the event of termination of employment of an eligible employee for any reason, any Incentive Option theretofore granted to him or her under the Plan, to the extent not theretofore exercised by him or her, shall terminate three (3) months after the date of termination of his or her employment unless optionee dies during such three (3) month period; provided, any optionee who ceases employment due to disability shall have twelve (12) months from the date his or her employment ceases in which to exercise any Options granted to him or her under the Plan.

#### 12. Listing and Registration of Shares

Each Option shall be subject to the requirement that if at any time the Board shall determine, in its sole discretion, that it is necessary or desirable to list, register or qualify the shares covered thereby on any securities exchange or under any state or federal law or obtain the consent or approval of any governmental agency or regulatory body as a condition of, or in connection with, the granting of such Option or the issuance or purchase of shares

hereunder, such Option may not be exercised in whole or in part unless and until such listing, registration, consent or approval shall have been effected or obtained free of any conditions not acceptable to the Board.

#### 13. Expiration and Termination of Plan

The Plan may be abandoned or terminated at any time by the Board except with respect to any Options then outstanding under the Plan. No Option shall be granted pursuant to the Plan after the earlier of (i) ten (10) years after the date the Plan is adopted by the Board, or (ii) ten (10) years after the date the Plan is approved by the shareholders of the Company.

#### 14. Form of Options

Options granted under the Plan shall be represented by a written option agreement which shall be executed by the Company and the optionee and which shall contain the terms and conditions determined by the Board or Committee. Option agreements evidencing Incentive Options shall contain such terms and conditions, among others, as may be necessary in the opinion of the Board or Committee to qualify them as Incentive Stock Options under (S)422A of the Internal Revenue Code of 1986 or any amendment or successor section of like tenor.

#### 15. Amendment of Plan

The Board may at any time, and from time to time, modify and amend the Plan in any respect; provided, however, that no such amendment shall, without the approval of the shareholders: (a) increase (except in accordance with section 9) the maximum number of shares for which Options may be granted under the Plan either in the aggregate or to any individual employee; or (b) reduce (except in accordance with section 9) the minimum Option prices which may be established under the Plan; or (c) extend the period or periods during which Options may

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be granted or exercised; or (d) change the provisions relating to the determination of persons to whom Options shall be granted and the aggregate number of shares to be covered by such Options; or (e) change the provisions relating to adjustments to be made on changes in capitalization of the Company. The termination or modification or amendment of the Plan shall not, without the consent of an employee, affect his or her rights under an Option theretofore granted to him or her.

Notwithstanding any provision to the contrary contained herein, the Plan shall be deemed to be automatically amended as is necessary with respect to the issuance of Incentive Options to maintain the Plan in compliance with the provisions of (S)422A of the Internal Revenue Code of 1986 or any amendment or successor section of like tenor and the regulations promulgated thereunder from time to time.

#### 16. Effective Date of this Plan

This Plan shall become effective on the date on which it has been both adopted by the Board and approved by the shareholders of the Company.

CUSA Technologies, Inc.

By: /s/ Richard N. Beckstrand  
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Its President

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INDEPENDENT AUDITORS' CONSENT

We consent to the incorporation by reference in this Post-Effective Amendment No. 1 to Registration Statement No. 333-44935 of Fiserv, Inc. on Form S-8 to Form S-4 of our reports dated January 30, 1998, appearing in and incorporated by reference in the Annual Report on Form 10-K of Fiserv, Inc. for the year ended December 31, 1997.

/s/ DELOITTE & TOUCHE LLP  
Milwaukee, Wisconsin  
May 8, 1998

CONSENT OF INDEPENDENT ACCOUNTANTS

We consent to the incorporation by reference in this Post-Effective Amendment No. 1 to Registration Statement No. 333-44935 of Fiserv, Inc. on Form S-8 to Form S-4 of our report dated February 14, 1997, except for Note 12, as to which the date is March 3, 1997, on our audits of the consolidated financial statements and financial statement schedules of BHC Financial, Inc. as of December 31, 1996 and for the years ended December 31, 1996 and 1995, which report is included in Fiserv, Inc.'s Annual Report on Form 10-K which is incorporated by reference in this registration statement.

/s/ Coopers & Lybrand L.L.P.  
COOPERS & LYBRAND L.L.P.  
2400 Eleven Penn Center  
Philadelphia, Pennsylvania  
May 8, 1998