UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

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

Date of Report (Date of earliest event reported): February 27, 2023

Fiserv, Inc.
(Exact name of registrant as specified in its charter)

Wisconsin	**1-38962**	**39-1506125**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

255 Fiserv Drive, Brookfield, Wisconsin 53045
(Address of principal executive offices, including zip code)

(262) 879-5000
(Registrant's telephone number, including area code)

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

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

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

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

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value $0.01 per share	FISV	The NASDAQ Stock Market LLC
0.375% Senior Notes due 2023	FISV23	The NASDAQ Stock Market LLC
1.125% Senior Notes due 2027	FISV27	The NASDAQ Stock Market LLC
1.625% Senior Notes due 2030	FISV30	The NASDAQ Stock Market LLC
2.250% Senior Notes due 2025	FISV25	The NASDAQ Stock Market LLC
3.000% Senior Notes due 2031	FISV31	The NASDAQ Stock Market LLC

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

Emerging growth company ☐

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

Item 1.01. Entry into a Material Definitive Agreement.

Closing of U.S. Dollar Notes Offering

General Information

On March 2, 2023, Fiserv, Inc. (the "Company") completed the public offering and issuance of $900,000,000 aggregate principal amount of its 5.450% Senior Notes due 2028 (the "2028 Notes") and $900,000,000 aggregate principal amount of its 5.600% Senior Notes due 2033 (the "2033 Notes" and, together with the 2028 Notes, the "Notes"). The Notes were sold pursuant to an Underwriting Agreement (the "Underwriting Agreement), dated as of February 27, 2023, between the Company and BofA Securities, Inc., J.P. Morgan Securities LLC, PNC Capital Markets LLC and U.S. Bancorp Investments, Inc., as representatives of the several underwriters listed therein.

The Notes were issued under an Indenture (the "Indenture"), dated as of November 20, 2007, between the Company and U.S. Bank Trust Company, National Association (f/k/a U.S. Bank National Association), as trustee (the "Trustee"), as supplemented by (i) a Twenty-Seventh Supplemental Indenture, establishing the terms and providing for the issuance of the 2028 Notes (the "2028 Notes Supplemental Indenture") and (ii) a Twenty-Eighth Supplemental Indenture, establishing the terms and providing for the issuance of the 2033 Notes (the "2033 Notes Supplemental Indenture"), each dated as of March 2, 2023 and each by and between the Company and the Trustee.

Interest Rate and Maturity

The 2028 Notes Supplemental Indenture and the form of the 2028 Note that is included therein provide, among other things, that the 2028 Notes bear interest at a rate of 5.450% per year (payable semi-annually in arrears on March 2 and September 2 of each year, beginning on September 2, 2023) and will mature on March 2, 2028.

The 2033 Notes Supplemental Indenture and the form of the 2033 Note that is included therein provide, among other things, that the 2033 Notes bear interest at a rate of 5.600% per year (payable semi-annually in arrears on March 2 and September 2 of each year, beginning on September 2, 2023) and will mature on March 2, 2033.

Optional Redemption

Prior to (i) with respect to the 2028 Notes, February 2, 2028 (one month prior to the maturity date of such notes) and (ii) with respect to the 2033 Notes, December 2, 2032, 2033 (three months prior to the maturity date of such notes) (each, a "par call date"), the Company may redeem the applicable series of Notes at the Company's option, in whole or in part, at any time and from time to time, at a redemption price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of: (a) the sum of the present values of the remaining scheduled payments of principal and interest on the Notes to be redeemed discounted to the redemption date (assuming that such Notes matured on their applicable par call date), on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined in the 2028 Notes Supplemental Indenture or 2033 Notes Supplemental Indenture, as applicable), plus 20 basis points in the case of the 2028 Notes and 30 basis points in the case of the 2033 Notes, less interest accrued to the date of redemption; and (b) 100% of the principal amount of the Notes to be redeemed; *plus*, in either case, accrued and unpaid interest on the applicable Notes to, but not including, the redemption date. On or after the applicable par call date for the 2028 Notes and the 2033 Notes, the Company may redeem the Notes of the applicable series in whole or in part, at any time and from time to time, at a redemption price equal to 100% of the principal amount of the Notes being redeemed plus accrued and unpaid interest thereon to the redemption date.

Repurchase Upon a Change of Control Triggering Event

The Company is required to offer to repurchase the Notes for cash at a price of 101% of the aggregate principal amount of the Notes outstanding on the date of a change of control triggering event, plus accrued and unpaid interest.

Events of Default

The Indenture, the 2028 Notes Supplemental Indenture and the 2033 Notes Supplemental Indenture contain customary events of default. If an event of default occurs and is continuing with respect to any series of the Notes, then the Trustee or the holders of at least 25% of the principal amount of the outstanding Notes of that series may declare the Notes of that series to be due and payable immediately. In addition, in the case of an event of default arising from certain events of bankruptcy, insolvency or reorganization, all outstanding Notes will become due and payable immediately.

Documentation

The descriptions of the Underwriting Agreement, the 2028 Notes Supplemental Indenture and the 2033 Notes Supplemental Indenture set forth above are qualified by reference to the Underwriting Agreement, the 2028 Notes Supplemental Indenture and the 2033 Notes Supplemental Indenture filed as Exhibits 1.1, 4.1 and 4.2, respectively, to this Current Report on Form 8-K and incorporated by reference herein.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information provided in Item 1.01 of this Current Report on Form 8-K is incorporated herein by reference into this Item 2.03.

Item 8.01. Other Events.

The Notes are registered under the Securities Act of 1933, as amended, pursuant to a Registration Statement on Form S-3 (Registration No. 333-258248) that the Company filed with the Securities and Exchange Commission on July 29, 2021. The Company is filing certain exhibits as part of this Current Report on Form 8-K for purposes of such Registration Statement. See "Item 9.01. Financial Statements and Exhibits."

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits. The following exhibits are being filed herewith:

Exhibit Index to Current Report on Form 8-K

Exhibit Number	Description
1.1	Underwriting Agreement, dated February 27, 2023, among the Company and the underwriters named therein.
4.1	Twenty-Seventh Supplemental Indenture, dated as of March 2, 2023, between Fiserv, Inc. and U.S. Bank Trust Company, National Association (including Form of 5.450% Senior Notes due 2028).
4.2	Twenty-Eighth Supplemental Indenture, dated as of March 2, 2023, between Fiserv, Inc. and U.S. Bank Trust Company, National Association (including Form of 5.600% Senior Notes due 2033).
5.1	Opinion of Sullivan & Cromwell LLP.
5.2	Opinion of Eric Nelson, SVP, Co-General Counsel and Secretary of Fiserv, Inc.
23.1	Consent of Sullivan & Cromwell LLP (included in Exhibit 5.1).
23.2	Consent of Eric Nelson, SVP, Co-General Counsel and Secretary of Fiserv, Inc. (included in Exhibit 5.2).
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURE

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

FISERV, INC.

Date: March 2, 2023

By: /s/ Robert W. Hau
Robert W. Hau
Chief Financial Officer

Exhibit 1.1

FISERV, INC.

$900,000,000 5.450% SENIOR NOTES DUE 2028
$900,000,000 5.600% SENIOR NOTES DUE 2033

UNDERWRITING AGREEMENT

February 27, 2023

BofA Securities, Inc.
J.P. Morgan Securities LLC
PNC Capital Markets LLC
U.S. Bancorp Investments, Inc.

c/o BofA Securities, Inc.
One Bryant Park
New York, New York 10036

c/o J.P. Morgan Securities LLC
383 Madison Avenue
New York, New York 10179

c/o PNC Capital Markets LLC
The Tower at PNC Plaza
300 Fifth Avenue, 10th Floor
Pittsburgh, Pennsylvania 15222

c/o U.S. Bancorp Investments, Inc.
214 N. Tryon St., 26th Floor
Charlotte, North Carolina 28202

As Representatives of the several Underwriters named in Schedule A hereto.

Ladies and Gentlemen:

1. *Introductory.* Fiserv, Inc., a Wisconsin corporation (the "**Company**"), agrees with BofA Securities, Inc., J.P. Morgan Securities LLC, PNC Capital Markets LLC and U.S. Bancorp Investments, Inc. (together, the "**Representatives**") and each of the several Underwriters named in Schedule A hereto (the "**Underwriters**") to issue and sell to the several Underwriters, on the terms and conditions set forth herein, $900,000,000 principal amount of its 5.450% Senior Notes due 2028 (the **"2028 Notes"**) and $900,000,000 principal amount of its 5.600% Senior Notes due 2033 (the**"2033 Notes"** and, together with the 2028 Notes, the **"Offered Securities"**) to be issued under the indenture, dated as of November 20, 2007 (the "**Base Indenture**"), as supplemented by one or more supplemental indentures, to be dated as of March 2, 2023 (the "**Supplemental Indentures**" and, together with the Base Indenture, the "**Indenture**"), in each case between the Company and U.S. Bank National Association, as Trustee (the "**Trustee**").

2. Representations and Warranties of the Company. The Company represents, warrants to and agrees with each of the Underwriters that, as of the date hereof:

(a) *Filing and Effectiveness of Registration Statement; Certain Defined Terms.* The Company has filed with the Commission a registration statement on Form S-3 (No. 333-258248), including a related prospectus or prospectuses, covering the registration of the Offered Securities under the Act, which registration statement became effective upon filing with the Commission. "**Registration Statement**" at any particular time means such registration statement in the form then filed with the Commission, including any amendment thereto, any document incorporated by reference therein and all 430B Information and all 430C Information with respect to such registration statement as of such time that, in any case, has not been superseded or modified. "**Registration Statement**" without reference to a particular time means the Registration Statement as of the Effective Time. For purposes of this definition, 430B Information shall be considered to be included in the Registration Statement as of the time specified in Rule 430B.

For purposes of this Agreement:

"**430B Information**" means information included in a prospectus or prospectus supplement then deemed to be a part of the Registration Statement pursuant to Rule 430B(e) or retroactively deemed to be a part of the Registration Statement pursuant to Rule 430B(f).

"**430C Information**" means information included in a prospectus or prospectus supplement then deemed to be a part of the Registration Statement pursuant to Rule 430C.

"**Act**" means the Securities Act of 1933, as amended.

"**Applicable Time**" means 4:00 P.M. (New York time) on the date of this Agreement.

"**Closing Date**" has the meaning defined in Section 3 hereof.

"**Closing Time**" has the meaning defined in Section 3 hereof.

"**Commission**" means the Securities and Exchange Commission.

"**Effective Time**" of the Registration Statement relating to the Offered Securities means the time of the first contract of sale for the Offered Securities.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

"**Final Prospectus**" means the Statutory Prospectus that discloses the public offering price, other 430B Information and other final terms of the Offered Securities and otherwise satisfies Section 10(a) of the Act.

"**General Use Issuer Free Writing Prospectus**" means any Issuer Free Writing Prospectus that is intended for general distribution to prospective investors, as evidenced by its being so specified in Schedule B to this Agreement.

"**Issuer Free Writing Prospectus**" means any "issuer free writing prospectus," as defined in Rule 433, relating to the Offered Securities in the form filed or required to be filed with the Commission or, if not required to be filed, in the form retained in the Company's records pursuant to Rule 433(g).

"**Limited Use Issuer Free Writing Prospectus**" means any Issuer Free Writing Prospectus that is not a General Use Issuer Free Writing Prospectus.

"**Rules and Regulations**" means the rules and regulations of the Commission under the Act.

"**Securities Laws**" means, collectively, the Sarbanes-Oxley Act of 2002 ("**Sarbanes-Oxley**"), the Act, the Exchange Act, the Trust Indenture Act, the Rules and Regulations, the auditing principles, rules, standards and practices applicable to auditors of "issuers" (as defined in Sarbanes-Oxley) promulgated or approved by the Public Company Accounting Oversight Board and, as applicable, the rules of the NASDAQ Stock Market ("**Exchange Rules**").

"**Statutory Prospectus**" with reference to any particular time means the prospectus relating to the Offered Securities that is included in the Registration Statement immediately prior to that time, including all 430B Information and all 430C Information with respect to the Registration Statement at such time. For purposes of the foregoing definition, 430B Information shall be considered to be included in the Statutory Prospectus only as of the actual time that form of prospectus (including a prospectus supplement) is filed with the Commission pursuant to Rule 424(b) and not retroactively.

"**Trust Indenture Act**" means the Trust Indenture Act of 1939, as amended.

Unless otherwise specified, a reference to a "Rule" is to the indicated rule under the Act.

(b) *Compliance with Securities Act Requirements*.

(i) At each of (A) the time the Registration Statement initially became or was deemed to have become effective, (B) the time of each amendment thereto for the purposes of complying with Section 10(a)(3) of the Act (whether by post-effective amendment, incorporated report filed pursuant to Section 13 or 15(d) of the Exchange Act or form of prospectus), (C) the Effective Time and (D) the Closing Time, the Registration Statement conformed or will conform in all material respects to the requirements of the Act, the Trust Indenture Act and the Rules and Regulations, and the Registration Statement did not, as of the Effective Time, include any untrue statement of a material fact or omit to state any

material fact required to be stated therein or necessary to make the statements therein not misleading.

(ii) At each of (A) its date, (B) the time of filing the Final Prospectus pursuant to Rule 424(b) and (C) the Closing Time, the Final Prospectus will conform in all material respects to the requirements of the Act, the Trust Indenture Act and the Rules and Regulations, and will not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(iii) The preceding clauses (i) and (ii) do not apply to statements in or omissions from any such document based upon written information furnished to the Company by or on behalf of any Underwriter through the Representatives specifically for use therein, it being understood and agreed that the only such information is that described as such in Section 8(b) hereof.

(c) *Automatic Shelf Registration Statement.*

(i) *Well-Known Seasoned Issuer Status*. At each of (A) the time of initial filing of the Registration Statement, (B) the time of the most recent amendment thereto for the purposes of complying with Section 10(a)(3) of the Act (whether such amendment was by post-effective amendment, incorporated report filed pursuant to Section 13 or 15(d) of the Exchange Act or form of prospectus), (C) the time the Company or any person acting on its behalf (within the meaning, for this clause only, of Rule 163(c)) made any offer relating to the Offered Securities in reliance on the exemption of Rule 163, and (D) the Applicable Time, the Company was a "well known seasoned issuer," as defined in Rule 405, including not being an "ineligible issuer," as defined in Rule 405 at such time.

(ii) *Effectiveness of Automatic Shelf Registration Statement.* The Registration Statement is an "automatic shelf registration statement," as defined in Rule 405.

(iii) *Eligibility to Use Automatic Shelf Registration Form.* The Company has not received from the Commission any notice pursuant to Rule 401(g)(2) objecting to use of the automatic shelf registration statement form.

(iv) *Filing Fees*. The Company has paid or shall pay the required Commission filing fees relating to the Offered Securities within the time required by Rule 456(b)(1) without regard to the proviso therein and otherwise in accordance with Rules 456(b) and 457(r).

(d) *Ineligible Issuer Status*. At (i) the earliest time after the filing of the Registration Statement that the Company or another offering participant made a bona fide offer (within the meaning of Rule 164(h)(2)) of the Offered Securities and (ii) the date of this Agreement, the Company was not and is not an "ineligible issuer," as defined in Rule 405.

(e) *General Disclosure Package*. At the Applicable Time, neither (i) the General Use Issuer Free Writing Prospectus(es) issued at or prior to the Applicable Time, the preliminary prospectus supplement, dated February 27, 2023, the base prospectus, dated July 29, 2021 (which, collectively, is the most recent Statutory Prospectus distributed to investors generally), and the other information, if any, stated in Schedule B to this Agreement to be included in the General Disclosure Package, all considered together (collectively, the "**General Disclosure Package**"), nor (ii) any individual Limited Use Issuer Free Writing Prospectus, when considered together with the General Disclosure Package, included any untrue statement of a material fact or omitted to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The preceding sentence does not apply to statements in or omissions from any Statutory Prospectus or any Issuer Free Writing Prospectus based upon written information furnished to the Company by or on behalf of any Underwriter through the Representatives specifically for use therein, it being understood and agreed that the only such information furnished by any Underwriter consists of the information described as such in Section 8(b) hereof.

(f) *Issuer Free Writing Prospectuses*. Each Issuer Free Writing Prospectus, as of its issue date and at all subsequent times through the completion of the public offer and sale of the Offered Securities or until any earlier date that the Company notified or notifies the Representatives as described in Section 5(n) hereof, did not, does not and will not include any information that conflicted, conflicts or will conflict with the information then contained in the Registration Statement. This paragraph (f) does not apply to statements in or omissions from any Issuer Free Writing Prospectus based upon written information furnished to the Company by or on behalf of any Underwriter through the Representatives specifically for use therein, it being understood and agreed that the only such information furnished by any Underwriter consists of the information described as such in Section 8(b) hereof.

(g) *Due Organization of the Company*.

(i) The Company has been duly organized and is validly existing as a corporation under the laws of the State of Wisconsin, with all requisite corporate power and authority under such laws to own, lease and operate its properties, to conduct its business as now being conducted as described in the Registration Statement, the General Disclosure Package and the Final Prospectus and to enter into and perform its obligations under this Agreement, the Indenture and the Notes, except

where the failure to have such power and authority would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the financial condition, results of operations, business or properties of the Company and its subsidiaries, taken as a whole (a "**Material Adverse Effect**") or a material adverse effect on the ability of the Company to consummate the transactions contemplated by this Agreement, the Indenture and the Notes.

(ii) the Company is duly qualified or registered as a foreign corporation and is in good standing (or the equivalent thereof), where applicable, in each jurisdiction in which such qualification or registration is required, whether by reason of the ownership or leasing of properties or the conduct of business, except where the failure to so qualify or register, or be in good standing (or the equivalent thereof), would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(h) *Company Subsidiaries*.

(i) Each "significant subsidiary" of the Company (as such term is defined in Rule 1-02 of Regulation S-X under the Act) (each, a "**Significant Subsidiary**") has been duly organized and validly existing as a corporation, limited partnership, limited liability company or other entity, as the case may be, in good standing (or the equivalent thereof), where applicable, under the laws of its jurisdiction of organization, with all requisite power and authority to own, lease and operate its properties, and to conduct its business as now being conducted as described in the Registration Statement, the General Disclosure Package and the Final Prospectus, except where the failure to have such power and authority, or be in good standing (or the equivalent thereof), would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and

(ii) each Significant Subsidiary is duly qualified or registered as a foreign corporation, limited partnership or limited liability company or other entity, as the case may be, to transact business and is in good standing (or the equivalent thereof), where applicable, in each jurisdiction in which such qualification or registration is required, whether by reason of the ownership or leasing of properties or the conduct of business, except where the failure to so qualify or register, or be in good standing (or the equivalent thereof), would not reasonably be expected to have a Material Adverse Effect.

(i) *Indenture*.

(i) The Indenture has been duly authorized by the Company and has been duly qualified under the Trust Indenture Act.

(ii) At the Closing Time, the Indenture will have been duly executed and delivered by the Company.

(iii) Assuming due authorization, execution and delivery of the Indenture by the Trustee, at the Closing Time, the Indenture will constitute a valid and legally binding agreement of the Company, enforceable against the Company in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles (the "**Enforceability Exceptions**").

(iv) The Indenture conforms in all material respects to the description thereof in the Registration Statement, the General Disclosure Package and the Final Prospectus.

(j) *Offered Securities*.

(i) The Offered Securities have each been duly authorized by the Company.

(ii) The Offered Securities, when executed by the Company, authenticated by the Trustee in accordance with the terms of the Indenture and delivered by the Company to the Underwriters against payment of the requisite consideration therefor specified in this Agreement, will constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their respective terms, subject to the Enforceability Exceptions.

(iii) At the Closing Time, the Offered Securities will conform in all material respects to the description thereof in the Registration Statement, the General Disclosure Package, the Final Prospectus and the Indenture.

(k) *Capital Stock Duly Authorized and Validly Issued.* Except as otherwise described in the Registration Statement, the General Disclosure Package and the Final Prospectus:

(i) all of the issued and outstanding capital stock of the Company has been duly authorized and validly issued and is fully paid and nonassessable;

(ii) all of the issued and outstanding capital stock or other equity interests of each Significant Subsidiary has been duly authorized and validly issued, is fully paid and nonassessable and, except as disclosed in the Registration Statement, the General Disclosure Package and the Final Prospectus, is owned by the Company, directly or through subsidiaries, free and clear of any security interest, mortgage, pledge, lien or encumbrance (collectively, "**Liens**"); and

(iii) none of the issued and outstanding capital stock or other equity interests of the Company or any of the Significant Subsidiaries was issued in violation of any preemptive or similar rights arising by operation of law, under the charter, bylaws or other organizational documents of the Company or any of the Significant Subsidiaries or under any agreement to which the Company or any of the Significant Subsidiaries is a party.

(l) *Absence of Further Requirements.* No filing with, or authorization, approval, consent, license, order, registration, qualification or decree of, any government, governmental authority, agency or instrumentality or court (collectively "**Governmental Entities**") is necessary or required for the execution, delivery or performance by the Company of its obligations under this Agreement, the Indenture or the Offered Securities, or the consummation by the Company of the transactions contemplated by this Agreement or the Indenture, except as may be required under the securities laws of the various states in which the Offered Securities will be offered and sold or as may be required by the federal and state securities laws, other than those that have been made or obtained or otherwise described in the Registration Statement, the General Disclosure Package and the Final Prospectus.

(m) *Title to Property.*

(i) Each of the Company and its subsidiaries has good and marketable title to all of their respective real properties and good title to their respective personal properties, in each case free and clear of all Liens except (A) as disclosed in the Registration Statement, the General Disclosure Package and the Final Prospectus or (B) as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(ii) All of the leases and subleases material to the business of the Company and its subsidiaries, taken as a whole, and under which the Company or any of its subsidiaries holds properties described in the Registration Statement, the General Disclosure Package and the Final Prospectus, are in full force and effect, except for such failures to be in full force and effect that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(n) *Absence of Defaults and Conflicts.*

(i) None of the Company or any of the Significant Subsidiaries is in violation of its charter, bylaws, or other organizational documents, as the case may be.

(ii) None of the Company or any of the Significant Subsidiaries is in default in the performance or observance of any obligation, agreement, covenant or condition contained in any contract, indenture, mortgage, deed of trust, loan or credit agreement, note, lease or other agreement or instrument to which it is a party or by which it is bound or to which its properties or assets is subject (collectively, "**Agreements and Instruments**"), except for such defaults under Agreements and Instruments that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(iii) The execution, delivery and performance of this Agreement and the Indenture by the Company, the issuance, execution, sale and delivery of the Offered Securities by the Company, the consummation by the Company of the transactions contemplated by this Agreement and the Indenture, and compliance by the Company with the terms of this Agreement, the Indenture and the Offered Securities, do not and will not, whether with or without the giving of notice or passage of time or both, violate, conflict with or constitute a breach of, or default or Debt Repayment Triggering Event (as defined below) under, or result in the creation or imposition of any Lien upon any properties or assets of the Company or Significant Subsidiaries pursuant to, any Agreements and Instruments, except for such violations, conflicts, breaches, defaults, Debt Repayment Triggering Events or Liens that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, nor will the same result in any violation of the provisions of the charter, bylaws or other organizational documents of the Company or any Significant Subsidiary or any violation by the Company or its subsidiaries of any applicable laws, statutes, rules, regulations, judgments, orders, writs or decrees of any Governmental Entity, except for violations that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; it being understood that, as used herein, a "**Debt Repayment Triggering Event**" means any event or condition which gives, or with the giving of notice or lapse of time would give, the holder of any note, debenture, or other evidence of indebtedness (or any person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or a portion of such indebtedness by the Company or any of its subsidiaries.

(o) *Authorization of Agreement.* This Agreement has been duly authorized, executed and delivered by the Company.

(p) *Possession of Licenses and Permits; Compliance with Government Regulations.*

(i) The Company and its subsidiaries possess such permits, licenses, approvals, consents and other authorizations (collectively, "**Governmental Licenses**") issued by the appropriate Governmental

Entities necessary to conduct the business now conducted by them, except where the failure to possess any such Governmental License would not reasonably be expected to have a Material Adverse Effect; the Company and its subsidiaries are in compliance with the terms and conditions of all Governmental Licenses, except where the failure so to comply would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(ii) All Governmental Licenses are valid and in full force and effect, except where the invalidity of Governmental Licenses or the failure of Governmental Licenses to be in full force and effect would not reasonably be expected to have a Material Adverse Effect.

(iii) The Company and its subsidiaries are in compliance with all governmental regulations applicable to their respective operations, except where any failure to be in such compliance would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(q) *Possession of Intellectual Property.*

(i) The Company and its subsidiaries own or possess, or can acquire on reasonable terms, adequate patents, patent rights, licenses, inventions, copyrights, know how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures), trademarks, service marks, trade names, domain names, universal resource locators, or other intellectual property (collectively, "**Intellectual Property**") presently employed by it in connection with the business now operated by it or reasonably necessary in order to conduct such business, except where the failure to own, possess or acquire any such Intellectual Property would not reasonably be expected to have a Material Adverse Effect.

(ii) Neither the Company nor any of its subsidiaries has received any notice or is otherwise aware of, or is engaged in any proceedings relating to, any infringement by any of them of, or conflict with, asserted rights of others with respect to any Intellectual Property, or of any facts or circumstances which would render any Intellectual Property owned, possessed or used by the Company or any of its subsidiaries invalid or inadequate to protect the interest of the Company or any of its subsidiaries therein, and which infringement or conflict (if the subject of any unfavorable decision, ruling or finding) or invalidity or inadequacy would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(r) *Environmental Laws.* Except as disclosed in the Registration Statement, the General Disclosure Package and the Final Prospectus, neither the Company nor any of its subsidiaries (i) is in violation of any statute, rule, regulation, decision or order of any Governmental Entity, domestic or foreign, relating to the use, disposal or release of hazardous or toxic substances or relating to the protection or restoration of the environment or human exposure to hazardous or toxic substances (collectively, "**environmental laws**"), (ii) owns or operates any real property contaminated with any substance that is subject to any environmental laws, (iii) is liable for any off-site disposal or contamination pursuant to any environmental laws, or (iv) is subject to any claim relating to any environmental laws, in each case, which violation, contamination, liability or claim would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and the Company is not aware of any pending investigation which might lead to such a claim.

(s) *Accurate Disclosure.* The statements included in or incorporated by reference in the Registration Statement, the General Disclosure Package and the Final Prospectus under the headings "Description of the Notes" and "Government Regulation," insofar as such statements summarize legal matters or agreements discussed therein, are accurate and fair summaries of such legal matters and agreements.

(t) *Absence of Manipulation.* Neither the Company nor any of its subsidiaries has taken, directly or indirectly, any action designed to, or that might reasonably be expected to, cause or result in stabilization or manipulation of the price of the Offered Securities.

(u) *Statistical and Market-Related Data*. Any third party statistical and market-related data included or incorporated by reference in the Registration Statement, the General Disclosure Package or the Final Prospectus are based on or derived from sources that the Company believes to be reliable and accurate.

(v) *Internal Controls and Compliance with the Sarbanes-Oxley Act.*

(i) Except as set forth in the Registration Statement, the General Disclosure Package and the Final Prospectus, the Company, its subsidiaries and the Company's Board of Directors (the "**Board**") are in compliance in all material respects with Sarbanes-Oxley and all applicable Exchange Rules.

(ii) The Company maintains a system of internal controls, including, but not limited to, disclosure controls and procedures, internal controls over accounting matters and financial reporting, an internal audit function and legal and regulatory compliance controls (collectively, "**Internal Controls**") sufficient to provide reasonable assurances that (A) transactions are executed in accordance with management's general or specific authorizations, (B) transactions are recorded as necessary to permit preparation of financial statements in conformity with U.S. Generally Accepted Accounting Principles and to maintain accountability

for assets, (C) access to assets is permitted only in accordance with management's general or specific authorization, (D) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences and (E) the interactive data in eXtensible Business Reporting Language incorporated by reference in the Registration Statement, the General Disclosure Package and the Final Prospectus has been prepared in all material respects in accordance with the Commission's rules and guidelines applicable thereto.

(iii) The Internal Controls are overseen by the Audit Committee (the "**Audit Committee**") of the Board in accordance with Exchange Rules.

(iv) The Company has not publicly disclosed or reported to the Audit Committee or the Board, and the Company does not reasonably expect to publicly disclose or report to the Audit Committee or the Board within the next 90 days, a significant deficiency, material weakness or fraud involving management or other employees who have a significant role in Internal Controls, any material violation of, or material failure to comply with, the Securities Laws, or any matter which, if determined adversely, would reasonably be expected to have a Material Adverse Effect.

(w) *Litigation*. Except as disclosed in the Registration Statement, the General Disclosure Package and the Final Prospectus, there is no action, suit, proceeding, inquiry or investigation before or brought by any Governmental Entity, now pending, or, to the knowledge of the Company, threatened, against or affecting the Company or any of its subsidiaries, which (i) is required to be disclosed under the Act, (ii) would reasonably be expected to be determined adversely to the Company or such subsidiary and, if so adversely determined, would reasonably be expected to have a Material Adverse Effect or (iii) could materially and adversely affect the consummation of the transactions contemplated by this Agreement, the Indenture or the Offered Securities or the performance by the Company of its obligations hereunder or thereunder.

(x) *Financial Statements*.

(i) The financial statements included or incorporated by reference in the Registration Statement, the General Disclosure Package and the Final Prospectus, together with the related schedules and notes, present fairly, in all material respects, the financial position of the Company and its consolidated subsidiaries as of the dates shown and their results of operations and cash flows for the periods shown, and, except as otherwise disclosed in the Registration Statement, the General Disclosure Package and the Final Prospectus, such financial statements have been prepared in conformity with U.S. Generally Accepted Accounting Principles applied on a consistent basis, and the financial statement schedules included in the Registration Statement present fairly, in all material respects, the information contained therein.

(ii) Except as included or incorporated by reference therein, no historical or pro forma financial statements are required to be included or incorporated by reference in the Registration Statement, the General Disclosure Package and the Final Prospectus under the Act and the Rules and Regulations.

(iii) The interactive data in eXtensible Business Reporting Language incorporated by reference in the Registration Statement, the General Disclosure Package and the Final Prospectus has been prepared in all material respects in accordance with the Commission's rules and guidelines applicable thereto.

(y) *No Material Adverse Change in Business* Except as disclosed in the Registration Statement, the General Disclosure Package and the Final Prospectus, since the end of the period covered by the latest audited financial statements included in the Registration Statement, the General Disclosure Package and the Final Prospectus, there has been no change, nor any development or event involving a prospective change, in the financial condition, results of operations, business or properties of the Company and its subsidiaries, taken as a whole, that is material and adverse.

(z) *Investment Company Act.* The Company is not and, after giving effect to the offering and sale of the Offered Securities and the application of the proceeds thereof as described in the Registration Statement, the General Disclosure Package and the Final Prospectus, will not be required to register as an "investment company," as defined in the Investment Company Act of 1940, as amended (the "**Investment Company Act**").

(aa) *Ratings*. No "nationally recognized statistical rating organization" as such term is defined for purposes of Section 3(a)(62) of the Exchange Act has indicated to the Company that it is considering any of the actions described in Section 7(c)(ii) hereof.

(bb) *Capitalization.* The shareholder's equity and long-term indebtedness of the Company as of December 31, 2022 was as set forth in the Registration Statement, the General Disclosure Package and the Final Prospectus in the column entitled "Actual" under the caption "Capitalization"; and there has not been any subsequent (i) issuance of capital stock of the Company, except for subsequent issuances, if any, pursuant to any outstanding securities, benefit or compensation plans disclosed in the Registration Statement, the General Disclosure Package and the Final Prospectus or (ii) material increase in the outstanding principal amount of long-term indebtedness, except as otherwise disclosed in the Registration Statement, the General Disclosure Package and the Final Prospectus or under instruments outstanding at December 31, 2022.

(cc) *Foreign Corrupt Practices Act.*

(i) Neither the Company nor any of its subsidiaries, nor, to the knowledge of the Company, any director, officer, employee, agent, affiliate or other person acting on behalf of the Company or any of its subsidiaries has taken any action (in each case, while acting on behalf of the Company or any of its subsidiaries), directly or indirectly, that would result in a violation by such persons of either (A) the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (the "**FCPA**"), including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA or (B) the U.K. Bribery Act 2010 (the "**Bribery Act**").

(ii) The Company, its subsidiaries and, to the knowledge of the Company, its other affiliates have conducted their businesses in compliance with the FCPA and the Bribery Act and have instituted, maintain and enforce policies and procedures designed to ensure continued compliance with all applicable anti-bribery and anti-corruption laws.

(dd) *Money Laundering Laws.*

(i) The operations of the Company and its subsidiaries are and have been conducted at all times in compliance in all material respects with applicable financial recordkeeping and reporting requirements, including those of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the applicable money laundering statutes of all jurisdictions where the Company or any of its subsidiaries conducts business and the rules and regulations thereunder (collectively, the "**Money Laundering Laws**").

(ii) No action, suit or proceeding by or before any Governmental Entity involving the Company or any of its subsidiaries with respect to the Money Laundering Laws is pending or, to the knowledge of the Company, threatened.

(ee) *Sanctions; OFAC*.

(i) Neither the Company nor any of its subsidiaries, nor, to the knowledge of the Company, any director, officer, employee, agent, affiliate or representative of the Company or any of its subsidiaries is an individual or entity ("**Person**") currently the subject or target of any sanctions administered or enforced by (i) the United States Government, including, without limitation, the U.S. Department of the Treasury's Office of Foreign Assets Control ("**OFAC**"), (ii) the United Nations Security Council, (iii) the European Union, (iv) HM Treasury, or (v) other relevant sanctions authority (collectively, "**Sanctions**"), nor is the Company located, organized or resident in a country or territory that is the subject of Sanctions.

(ii) The Company will not directly or indirectly use the proceeds of the sale of the Offered Securities, or lend, contribute or otherwise make available such proceeds to any subsidiaries, joint venture partners or other Person, to fund or facilitate any activities of or business with any Person, or in any country or territory, that, at the time of such funding, is the subject of Sanctions or in any other manner that will result in a violation by the Company or its subsidiaries of Sanctions.

(ff) *Cybersecurity*.

(i) Except as disclosed in the Registration Statement, the General Disclosure Package and the Final Prospectus, or as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect:

(A) to the Company's knowledge, there has been no security breach or incident, unauthorized access or disclosure, or other compromise of the Company's or its subsidiaries' information technology and computer systems, networks, hardware, software, data and databases (including the data and information of their respective customers, employees, suppliers, vendors and any third party data maintained, processed or stored by the Company and its subsidiaries, and any such data processed or stored by third parties on behalf of the Company and its subsidiaries), equipment or technology (collectively, "**IT Systems and Data**");

(B) the Company and its subsidiaries have not been notified of, and have no knowledge of any event or condition that would result in, any security breach or incident, unauthorized access or disclosure or other compromise to their IT Systems and Data; and

(C) the Company and its subsidiaries have implemented appropriate controls, policies, procedures, and technological safeguards to maintain and protect the integrity, continuous operation, redundancy and security of their IT Systems and Data reasonably consistent with industry standards and practices, or as required by applicable regulatory standards.

(ii) Except as disclosed in the Registration Statement, the General Disclosure Package and the Final Prospectus, or as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, the Company and its subsidiaries are presently in compliance with all applicable laws or statutes and all judgments, orders, rules and regulations of any court or arbitrator or governmental or regulatory authority, internal policies and contractual obligations relating to the privacy and security of IT Systems and Data and to the protection of such IT Systems and Data from unauthorized use, access, misappropriation or modification.

3. *Purchase, Sale and Delivery of Offered Securities.* On the basis of the representations, warranties and agreements and subject to the terms and conditions set forth herein, the Company agrees to sell to each of the several Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from the Company, at a purchase price of (i) 99.270% of the principal amount thereof, the aggregate principal amount of the 2028 Notes set forth opposite the name of such Underwriter in Schedule A hereto and (ii) 99.138% of the principal amount thereof, the aggregate principal amount of the 2033 Notes set forth opposite the name of such Underwriter in Schedule A hereto.

The Company will deliver the Offered Securities to or as instructed by the Representatives for the accounts of the several Underwriters in a form reasonably acceptable to the Representatives against payment of the purchase price by the Underwriters in federal (same day) funds by wire transfer to an account specified by the Company, at 9:30 A.M., New York time, on March 2, 2023, or at such other time not later than seven full business days thereafter as the Representatives and the Company determine, such time being herein referred to as the "**Closing Time**" and such date being herein referred to as the "**Closing Date**." For purposes of Rule 15c6-1 under the Exchange Act, the Closing Date (if later than the otherwise applicable settlement date) shall be the settlement date for payment of funds and delivery of securities for all the Offered Securities sold pursuant to the offering. Forms of the Offered Securities so to be delivered or evidence of their issuance will be made available for checking at least 24 hours prior to the Closing Time.

4. *Offering by Underwriters.* It is understood that the several Underwriters propose to offer the Offered Securities for sale to the public as set forth in the Final Prospectus.

5. *Certain Agreements of the Company.* As of the date hereof, the Company agrees with the several Underwriters that:

(a) *Filing of Prospectuses*. The Company has filed or will file each Statutory Prospectus (including the Final Prospectus) pursuant to and in accordance with Rule 424(b) not later than the time period prescribed by such Rule.

(b) *Filing of Amendments; Response to Commission Requests.* For so long as a prospectus relating to the Offered Securities is (or but for the exemption in Rule 172 would be) required to be delivered under the Act by any Underwriter or dealer, the Company will promptly advise the Representatives of any proposal to amend or supplement the Registration Statement or any Statutory Prospectus at any time and will offer the Representatives a reasonable opportunity to comment on any such amendment or supplement; and the Company will also advise the Representatives promptly of (i) the filing of any such amendment or supplement, (ii) any request by the Commission or its staff for any amendment to the Registration Statement, for any supplement to any Statutory Prospectus or for any additional information, (iii) the institution by the Commission of any stop order proceedings in respect of the Registration Statement or the threatening of any proceeding for that purpose, and (iv) the receipt by the Company of any notification with respect to the suspension of the qualification of the Offered Securities in any jurisdiction or the institution or threatening of any proceedings for such purpose. The Company will use its reasonable best efforts to prevent the issuance of any such stop order or the suspension of any such qualification and, if issued, to obtain as soon as possible the withdrawal thereof.

(c) *Continued Compliance with Securities Laws.* If, at any time when a prospectus relating to the Offered Securities is (or but for the exemption in Rule 172 would be) required to be delivered under the Act by any Underwriter or dealer, any event occurs as a result of which the Registration Statement, as then amended, would contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or the General Disclosure Package or the Final Prospectus, as the case may be, would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it is necessary at any time to amend the Registration Statement or amend or supplement the General Disclosure Package or the Final Prospectus to comply with the Act, the Company will promptly notify the Representatives of such event and will promptly prepare and file with the Commission and furnish, at its own expense, to the Underwriters and the dealers and any other dealers upon request of the Representatives, an amendment or supplement which will correct such statement or omission or an amendment which will effect such compliance. Neither the Representatives' consent to, nor the Underwriters' delivery of, any such amendment or supplement shall constitute a waiver of any of the conditions set forth in Section 7 hereof.

(d) *Rule 158*. As soon as practicable, but not later than 16 months after the date of this Agreement, the Company will make generally available to its securityholders an earnings statement covering a period of at least 12 months beginning after the date of this Agreement and satisfying the provisions of Section 11(a) of the Act and Rule 158.

(e) *Furnishing of Prospectuses*. The Company will furnish to the Representatives copies of the Registration Statement, including all exhibits, any Statutory Prospectus, the Final Prospectus and all amendments and supplements to such documents, in each case as soon as available and in such quantities as the Representatives reasonably request and the Company hereby consents to the use of such copies for purposes permitted by the Act. The Company will pay the expenses of printing and distributing to the Underwriters all such documents. Each Statutory Prospectus and the Final Prospectus and any amendment or supplement thereto furnished to the Underwriters will be identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR (as defined below), except to the extent permitted by Regulation S-T.

(f) *Blue Sky Qualifications.* The Company will use reasonable best efforts to arrange for the qualification of the Offered Securities for sale and the determination of their eligibility for investment under the laws of such jurisdictions as the Representatives designate and will continue such qualifications in effect so long as required for the distribution of the Offered Securities by the Underwriters; provided that the Company will not be required to qualify as a foreign corporation or to file a general consent to service of process or subject itself to taxation in any such jurisdiction.

(g) *Reporting Requirements.* For so long as the Offered Securities remain outstanding, the Company will furnish to the Representatives and, upon request, to each of the other Underwriters, as soon as practicable after the end of each fiscal year, a copy of its annual report to stockholders for such year; and the Company will furnish to the Representatives (i) as soon as available, a copy of each report and any definitive proxy statement of the Company filed with the Commission under the Exchange Act or mailed to stockholders, and (ii) from time to time, such other information concerning the Company as the Representatives may reasonably request. However, so long as the Company is subject to the reporting requirements of either Section 13 or Section 15(d) of the Exchange Act and is timely filing reports with the Commission on its Electronic Data Gathering, Analysis and Retrieval system ("**EDGAR**"), it is not required to furnish such reports or statements to the Underwriters.

(h) *Payment of Expenses.* The Company will pay all expenses incident to the performance of its obligations under this Agreement, including but not limited to any filing fees and other expenses (including reasonable fees and disbursements of counsel to the Underwriters) incurred in connection with qualification of the Offered Securities for sale and determination of their eligibility for investment under the laws of such jurisdictions as the

Representatives designate and the preparation and printing (if any) of memoranda relating thereto, any fees charged by investment rating agencies for the rating of the Offered Securities, costs and expenses relating to investor presentations or any "road show" in connection with the offering and sale of the Offered Securities including, without limitation, any travel expenses of the Company's officers and employees and any other expenses of the Company, including the chartering of airplanes, fees and expenses in connection with the registration of the Offered Securities under the Exchange Act, and expenses incurred in distributing preliminary prospectuses and the Final Prospectus (including any amendments and supplements thereto) to the Underwriters and for expenses incurred for preparing, printing and distributing any Issuer Free Writing Prospectuses to investors or prospective investors. It is understood, however, that, except as provided in this Section 5(h) or Section 8 hereof, the Underwriters will pay all of their own costs and expenses, including the fees and expenses of counsel to the Underwriters and any advertising expenses incurred in connection with the offering of the Offered Securities.

(i) *Use of Proceeds.* The Company will use the net proceeds received in connection with this offering in the manner described in the "Use of Proceeds" section of the Registration Statement, the General Disclosure Package and the Final Prospectus and, except as disclosed in the Registration Statement, the General Disclosure Package and the Final Prospectus, the Company does not intend to use any of the proceeds from the sale of the Offered Securities hereunder to repay any outstanding debt owed to any affiliate of any Underwriter.

(j) *Absence of Manipulation.* Neither the Company nor any of its subsidiaries will take, directly or indirectly, any action designed to or that would constitute or that might reasonably be expected to cause or result in, stabilization or manipulation of the price of any securities of the Company to facilitate the sale or resale of the Offered Securities.

(k) *Restriction on Sale of Securities.* The Company will not offer, sell, contract to sell, pledge or otherwise dispose of, directly or indirectly, or file with the Commission a registration statement under the Act relating to United States dollar-denominated debt securities issued by the Company and having a maturity of more than one year from the date of issue, or publicly disclose the intention to make any such offer, sale, pledge, disposition or filing, without the prior written consent of the Representatives for a period beginning on the date hereof and ending one day after the Closing Date.

(l) *Renewal Deadline.* If immediately prior to the Renewal Deadline (as hereinafter defined), any of the Offered Securities remain unsold by the Underwriters, the Company will, if it has not already done so, file, prior to the Renewal Deadline and in a form satisfactory to the Representatives, (A) if it is eligible to do so, a new automatic shelf registration statement relating to the Offered Securities, and (B) if it is no longer eligible to file an automatic shelf registration statement, a new shelf registration statement relating to the Offered

Securities, and will use its reasonable best efforts to cause such registration statement to be declared effective within 180 days after the Renewal Deadline. The Company will use its reasonable best efforts to take all other action necessary or appropriate to permit the public offering and sale of the Offered Securities to continue as contemplated in the expired registration statement relating to the Offered Securities. References herein to the Registration Statement shall include such new automatic shelf registration statement or such new shelf registration statement, as the case may be. "**Renewal Deadline**" means the third anniversary of the initial effective time of the Registration Statement.

(m) *Eligibility of Automatic Shelf Registration Statement Form.* If at any time when Offered Securities remain unsold by the Underwriters the Company receives from the Commission a notice pursuant to Rule 401(g)(2) or otherwise ceases to be eligible to use the automatic shelf registration statement form, the Company will (A) promptly notify the Representatives, (B) promptly file a new registration statement or post-effective amendment on the proper form relating to the Offered Securities, in a form satisfactory to the Representatives, (C) use its reasonable best efforts to cause such registration statement or post-effective amendment to be declared effective as soon as practicable, and (D) promptly notify the Representatives of such effectiveness. The Company will use its reasonable best efforts to take all other action necessary or appropriate to permit the public offering and sale of the Offered Securities to continue as contemplated in the registration statement that was the subject of the Rule 401(g)(2) notice or for which the Company has otherwise become ineligible. References herein to the Registration Statement shall include such new registration statement or post-effective amendment, as the case may be.

(n) *Issuer Free Writing Prospectuses.* If at any time following issuance of an Issuer Free Writing Prospectus there occurs an event or development as a result of which such Issuer Free Writing Prospectus would conflict with the information then contained in the Registration Statement or as a result of which such Issuer Free Writing Prospectus, if republished immediately following such event or development, would include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, (i) the Company will promptly notify the Representatives and (ii) the Company will promptly amend or supplement such Issuer Free Writing Prospectus to eliminate or correct such conflict, untrue statement or omission.

6. *Free Writing Prospectuses*.

(a) *Issuer Free Writing Prospectuses*. The Company represents and agrees that, unless it obtains the prior consent of the Representatives, and each Underwriter represents and agrees that, unless it obtains the prior consent of the Company and the Representatives, it has not made and will not make any offer relating to the Offered Securities that would constitute an Issuer Free Writing Prospectus, or that would otherwise constitute a "free writing prospectus," as

defined in Rule 405, required to be filed with the Commission. Any such free writing prospectus consented to by the Company and the Representatives is hereinafter referred to as a "**Permitted Free Writing Prospectus**." The Company represents that it has complied and will comply with the requirements of Rules 164 and 433 applicable to any Permitted Free Writing Prospectus, including timely Commission filing where required, legending and record keeping.

(b) *Term Sheets.* The Company will prepare a final term sheet relating to the Offered Securities, containing only information that describes the final terms of the Offered Securities and otherwise in a form consented to by the Representatives, and will file such final term sheet within the period required by Rule 433(d)(5)(ii) following the date such final terms have been established for all classes of the offering of the Offered Securities. Any such final term sheet is an Issuer Free Writing Prospectus and a Permitted Free Writing Prospectus for purposes of this Agreement. The Company also consents to the use by any Underwriter of a free writing prospectus that contains only (i)(x) information describing the preliminary terms of the Offered Securities or their offering or (y) information that describes the final terms of the Offered Securities or their offering and that is included in the final term sheet of the Company contemplated in the first sentence of this subsection or (ii) other information that is not "issuer information," as defined in Rule 433, it being understood that any such free writing prospectus referred to in clause (i) or (ii) above shall not be an Issuer Free Writing Prospectus for purposes of this Agreement.

7. *Conditions of the Obligations of the Underwriters.* The obligations of the several Underwriters to purchase and pay for the Offered Securities on the Closing Date will be subject to the accuracy of the representations and warranties of the Company herein (as though made on such Closing Date), to the accuracy of the statements of Company officers made pursuant to the provisions hereof, to the performance by the Company of its obligations hereunder and to the following additional conditions precedent:

(a) *Accountant's Comfort Letter.* The Representatives shall have received, at the request of the Company, letters, in a form reasonably acceptable to the Representatives, dated the date hereof and the Closing Date, of Deloitte & Touche LLP, confirming that they are a registered public accounting firm and independent public accountants within the meaning of the Securities Laws and containing statements and information of the type customarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information of the Company and its consolidated subsidiaries contained or incorporated by reference in the Registration Statement, the General Disclosure Package and the Final Prospectus; provided that the letter delivered on the Closing Date shall use a "cut-off" date no more than three business days prior to the Closing Date.

(b) *Filing of Prospectus*.

(i) The Final Prospectus shall have been filed with the Commission in accordance with the Rules and Regulations and Section 5(a) hereof.

(ii) No stop order suspending the effectiveness of the Registration Statement or of any part thereof shall have been issued and no proceedings for that purpose shall have been instituted or, to the knowledge of the Company or any Underwriter, shall be contemplated by the Commission.

(c) *No Material Adverse Change*. Subsequent to the execution and delivery of this Agreement, there shall not have occurred:

(i) any change, or any development or event involving a prospective change, in the financial condition, results of operations, business or properties of the Company and its subsidiaries, taken as a whole, which, in the judgment of the Representatives, is material and adverse and makes it impractical or inadvisable to market, or to enforce contracts for the sale of, the Offered Securities;

(ii) any downgrading in the rating of any debt securities of the Company by any "nationally recognized statistical rating organization" (as defined for purposes of Section 3(a)(62)), or any public announcement that any such organization has under surveillance or review its rating of any debt securities of the Company (other than an announcement with positive implications of a possible upgrading, and no implication of a possible downgrading, of such rating);

(iii) any change in U.S. or international financial, political or economic conditions or currency exchange rates or exchange controls the effect of which is such as to make it, in the judgment of the Representatives, is material and adverse and makes it impractical or inadvisable to market, or to enforce contracts for the sale of, the Offered Securities, whether in the primary market or in respect of dealings in the secondary market;

(iv) any suspension or material limitation of trading in securities generally on the New York Stock Exchange or NASDAQ Stock Market, or any setting of minimum or maximum prices for trading on such exchange;

(v) any suspension of trading of any securities of the Company on any exchange or in the over-the-counter market;

(vi) any banking moratorium declared by any U.S. federal or New York authorities;

(vii) any major disruption of settlements of securities, payment, or clearance services in the United States or any other country where such securities are listed; or

(viii) any attack on, or outbreak or escalation of hostilities or act of terrorism involving, the United States, any declaration of war by Congress or any other national or international calamity or emergency if, in the judgment of the Representatives, the effect of any such attack, outbreak, escalation, act, declaration, calamity or emergency is material and adverse, such as to make it impractical or inadvisable to market, or to enforce contracts for the sale of, the Offered Securities or to enforce contracts for the sale of the Offered Securities.

(d) *Opinion of Counsel for Company*. The Representatives shall have received an opinion and negative assurance letter, each dated as of the Closing Date, of Sullivan & Cromwell LLP, counsel for the Company, substantially to the effect set forth in **Exhibit A-1** and **Exhibit A-2** hereto, respectively. The Company intends and agrees that Sullivan & Cromwell LLP is authorized to rely upon all of the representations made by the Company in this Agreement in connection with rendering its opinions pursuant to this subsection.

(e) *Opinion of Company's General Counsel*. The Representatives shall have received an opinion, dated as of the Closing Date, of the Company's co-general counsel or any assistant general counsel, substantially to the effect set forth in**Exhibit B** hereto.

(f) *Opinion of Counsel for Underwriters*. The Representatives shall have received from Davis Polk & Wardwell LLP, counsel for the Underwriters, an opinion and negative assurance letter, dated as of the Closing Date, with respect to such matters as the Representatives may require, and the Company shall have furnished to such counsel such documents as they request for the purpose of enabling them to pass upon such matters. In rendering such opinion, Davis Polk & Wardwell LLP may rely as to all matters governed by Wisconsin law upon the opinion of the co-general counsel or assistant general counsel to the Company.

(g) *Officers' Certificate*. The Representatives shall have received a certificate, dated as of the Closing Date, of an executive officer of the Company and a principal financial or accounting officer of the Company in which such officers shall state that: (i) the representations and warranties of the Company in this Agreement are true and correct; (ii) the Company has complied in all material respects with all agreements and satisfied all conditions on its part to be performed or satisfied hereunder at or prior to the Closing Date; (iii) no stop order suspending the effectiveness of the Registration Statement has been issued and no

proceedings for that purpose have been instituted or, to their knowledge, are threatened by the Commission; and (iv) subsequent to the respective dates of the most recent financial statements in the Registration Statement, the General Disclosure Package and the Final Prospectus, there has been no material adverse change, nor any development or event involving a prospective material adverse change, in the financial condition, results of operations, business or properties of the Company and its subsidiaries, taken as a whole, except as set forth in the Registration Statement, the General Disclosure Package and the Final Prospectus.

(h) *Indenture*. The Indenture shall have been duly executed and delivered, and the Underwriters shall have received copies, conformed and executed thereof.

The Company will furnish the Representatives with such conformed copies of such opinions, certificates, letters and documents as the Representatives reasonably request. The Representatives may waive on behalf of the Underwriters compliance with any conditions to the obligations of the Underwriters hereunder, whether in respect of the Closing Date or otherwise.

8. *Indemnification and Contribution.*

(a) *Indemnification of Underwriters.* The Company will indemnify and hold harmless each Underwriter, its affiliates and each of their respective partners, members, directors, officers, employees, agents, affiliates and each person, if any, who controls such Underwriter within the meaning of Section 15 of the Act or Section 20 of the Exchange Act (each, an "**Indemnified Party**"), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Party may become subject, under the Act, the Exchange Act, other federal or state statutory law or regulation or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in any part of the Registration Statement, any Statutory Prospectus, the Final Prospectus, each as amended or supplemented, or any Issuer Free Writing Prospectus or arise out of or are based upon the omission or alleged omission of a material fact required to be stated therein or necessary in order to make the statements therein (in the case of any Statutory Prospectus, the Final Prospectus or any Issuer Free Writing Prospectus, in the light of the circumstances under which they were made) not misleading, and will reimburse each Indemnified Party for any legal or other expenses reasonably incurred by such Indemnified Party in connection with investigating or defending against any such loss, claim, damage, liability, action, litigation, investigation or proceeding (whether or not such Indemnified Party is a party thereto), whether threatened or commenced, and in connection with the enforcement of this provision with respect to any of the above as such expenses are incurred; provided, however, that the Company will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement in or omission or alleged omission from any of such

documents based upon written information furnished to the Company by or on behalf of any Underwriter through the Representatives specifically for use therein, it being understood and agreed that the only such information furnished by any Underwriter consists of the information described as such in subsection (b) below.

(b) *Indemnification of Company*. Each Underwriter will, severally and not jointly, indemnify and hold harmless the Company, and each of its directors, officers or employees and each person, if any, who controls the Company within the meaning of Section 15 of the Act or Section 20 of the Exchange Act (each, an "**Underwriter Indemnified Party**"), against any losses, claims, damages or liabilities to which such Underwriter Indemnified Party may become subject, under the Act, the Exchange Act, other Federal or state statutory law or regulation or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in any part of the Registration Statement, any Statutory Prospectus, the Final Prospectus, each as amended or supplemented, or any Issuer Free Writing Prospectus, or arise out of or are based upon the omission or alleged omission of a material fact required to be stated therein or necessary in order to make the statements therein (in the case of any Statutory Prospectus, the Final Prospectus or any Issuer Free Writing Prospectus, in the light of the circumstances under which they were made) not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was based upon written information furnished to the Company by or on behalf of such Underwriter through the Representatives specifically for use therein, and will reimburse any legal or other expenses reasonably incurred by such Underwriter Indemnified Party in connection with investigating or defending against any such loss, claim, damage, liability, action, litigation, investigation or proceeding (whether or not such Underwriter Indemnified Party is a party thereto), whether threatened or commenced, based upon any such untrue statement or omission, or any such alleged untrue statement or omission as such expenses are incurred, it being understood and agreed that the only such information furnished by any Underwriter consists of the following information in the Final Prospectus furnished on behalf of each Underwriter: (i) the legal and marketing names of the Underwriters on the front and back cover pages of the Final Prospectus and in the table showing the principal amounts of Offered Securities purchased by the Underwriters under the caption "Underwriting (Conflicts of Interest)," (ii) the information contained in the second paragraph following the table showing the principal amounts of Offered Securities purchased by the Underwriters under the caption "Underwriting (Conflicts of Interest)," (iii) the fourth and fifth paragraphs following the table showing the underwriting discounts and commissions under the caption "Underwriting (Conflicts of Interest)," and (iv) the first sentence of the first paragraph under the caption "Underwriting (Conflicts of Interest)—Other Relationships."

(c) *Actions against Parties; Notification.* Promptly after receipt by an indemnified party under this Section 8 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under subsection (a) or (b) above, notify the indemnifying party of the commencement thereof; but the failure to notify the indemnifying party shall not relieve it from any liability that it may have under subsection (a) or (b) above except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure. In case any such action is brought against any indemnified party and it notifies the indemnifying party of the commencement thereof, the indemnifying party will be entitled to participate therein and, to the extent that it may wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party will not be liable to such indemnified party under this Section for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened action in respect of which any indemnified party is or could have been a party and indemnity could have been sought hereunder by such indemnified party unless such settlement (i) includes an unconditional release of such indemnified party from all liability on any claims that are the subject matter of such action and (ii) does not include a statement as to, or an admission of, fault, culpability or a failure to act by or on behalf of an indemnified party.

(d) *Contribution*. If the indemnification provided for in this Section 8 is unavailable or insufficient to hold harmless an indemnified party under subsection (a) or (b) above, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of the losses, claims, damages or liabilities referred to in subsection (a) or (b) above (i) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Underwriters on the other from the offering of the Offered Securities or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company on the one hand and the Underwriters on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Underwriters on the other shall be deemed to be in the same proportion as the total net proceeds from the offering (before deducting expenses) received by the Company bear to the total underwriting discounts and commissions received by the Underwriters. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged

omission to state a material fact relates to information supplied by the Company or the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The amount paid by an indemnified party as a result of the losses, claims, damages or liabilities referred to in the first sentence of this subsection (d) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any action or claim which is the subject of this subsection (d). Notwithstanding the provisions of this subsection (d), no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Offered Securities underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages which such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations in this subsection (d) to contribute are several in proportion to their respective underwriting obligations and not joint. The Company and the Underwriters agree that it would not be just and equitable if contribution pursuant to this Section 8(d) were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to in this Section 8(d).

9. *Default of Underwriters*. If any Underwriter or Underwriters shall default in the obligation to purchase Offered Securities hereunder and the aggregate principal amount of the Offered Securities that such defaulting Underwriter or Underwriters agreed but failed to purchase does not exceed 10% of the total principal amount of the Offered Securities that the Underwriters are obligated to purchase on the Closing Date, the Representatives may make arrangements satisfactory to the Company for the purchase of such Offered Securities by other persons, including any of the Underwriters, but if no such arrangements are made by such Closing Date, the non-defaulting Underwriters shall be obligated severally, in proportion to their respective commitments hereunder, to purchase the Offered Securities that such defaulting Underwriter or Underwriters agreed but failed to purchase on such Closing Date. If any Underwriter or Underwriters shall so default and the aggregate principal amount of the Offered Securities with respect to which such default or defaults occur exceeds 10% of the total principal amount of the Offered Securities that the Underwriters are obligated to purchase on the Closing Date and arrangements satisfactory to the Representatives and the Company for the purchase of such Offered Securities by other persons are not made within 36 hours after such default, this Agreement will terminate without liability on the part of any non-defaulting Underwriter or the Company, except as provided in Section 10. As used in this Agreement, the term "Underwriter" includes any person substituted for an Underwriter under this Section. Nothing herein will relieve a defaulting Underwriter from liability for its default.

10. *Survival of Certain Representations and Obligations.* The respective indemnities, agreements, representations, warranties and other statements of the Company or its officers and of the several Underwriters set forth in or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation, or statement as to the results thereof, made by or on behalf of any Underwriter, the Company or any of its representatives, officers or directors or any controlling person, and will survive delivery of and payment for the Offered Securities. If the purchase of the Offered Securities by the Underwriters is not consummated for any reason other than solely because of the termination of this Agreement pursuant to Section 9 hereof, the Company will reimburse the Underwriters for all documented out-of-pocket expenses (including reasonable and documented fees and disbursements of counsel) reasonably incurred by them in connection with the offering of the Offered Securities, and the respective obligations of the Company and the Underwriters pursuant to Section 8 hereof shall remain in effect. In addition, if any Offered Securities have been purchased hereunder, the representations and warranties in Section 2 and all obligations under Section 5 shall also remain in effect.

11. *Notices*. All communications hereunder will be in writing and:

a) if sent to the Underwriters, will be mailed, delivered or transmitted via facsimile or email and confirmed to the Representatives at: BofA Securities, Inc., 114 West 47th Street, NY8-114-07-01, New York, New York 10036, Facsimile: (212) 901-7881, Attention: High Grade Debt Capital Markets Transaction Management/Legal, Email: dg.hg_ua_notices@bofa.com; J.P. Morgan Securities LLC, 383 Madison Avenue, New York, New York 10179, Attention: Investment Grade Syndicate Desk, Facsimile: (212) 834-6081; PNC Capital Markets LLC, The Tower at PNC Plaza, 300 Fifth Avenue, 10th Floor, Pittsburgh, Pennsylvania 15222, Attention: Brian McNeils, Head of Fixed Income, Telephone: (412) 762-9360; or U.S. Bancorp Investments, Inc., 214 N. Tryon St., 26th Floor, Charlotte, North Carolina 28202, Attention: Debt Capital Markets, Facsimile: (704) 335-2393.

b) if sent to the Company, will be mailed, delivered or transmitted via email and confirmed to it at Fiserv, Inc., 255 Fiserv Drive, Brookfield, Wisconsin 53045, Attention: Eric C. Nelson, Co-General Counsel and Secretary, and Ryan Smith, Senior Vice President, Global Tax and Treasury, Email: Eric.Nelson@fiserv.com and Ryan.Smith@fiserv.com.

provided, however, that any notice to an Underwriter pursuant to Section 8 will be mailed, delivered or transmitted via email and confirmed to such Underwriter.

12. *Successors*. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and the indemnified persons referred to in Section 8, and no other person will have any right or obligation hereunder.

13. *Representation of Underwriters*. The Representatives will act for the several Underwriters in connection with this financing, and any action under this Agreement taken by the Representatives jointly will be binding upon all the Underwriters.

14. *Counterparts*. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement.

15. *Absence of Fiduciary Relationship.* The Company acknowledges and agrees that:

(a) *No Other Relationship.* The Underwriters have been retained solely to act as underwriters in connection with the sale of Offered Securities and that no fiduciary, advisory or agency relationship between the Company on the one hand and the Underwriters on the other hand has been created in respect of any of the transactions contemplated by this Agreement, the Registration Statement, the General Disclosure Package and the Final Prospectus, irrespective of whether the Underwriters have advised or are advising the Company on other matters;

(b) *Arm's Length Negotiations.* The price of the Offered Securities set forth in this Agreement was established by the Company following discussions and arm's-length negotiations with the Representatives and the Company is capable of evaluating and understanding and understands and accepts the terms, risks and conditions of the transactions contemplated by this Agreement;

(c) *Absence of Obligation to Disclose.* The Company has been advised that the Underwriters and their affiliates are engaged in a broad range of transactions which may involve interests that differ from those of the Company and that the Underwriters have no obligation to disclose such interests and transactions to the Company by virtue of any fiduciary, advisory or agency relationship; and

(d) *Waiver*. The Company waives, to the fullest extent permitted by law, any claims it may have against the Underwriters for breach of fiduciary duty or alleged breach of fiduciary duty and agrees that the Underwriters shall have no liability (whether direct or indirect) to the Company in respect of such a fiduciary duty claim or to any person asserting a fiduciary duty claim on behalf of or in right of the Company, including stockholders, employees or creditors of the Company.

16. *Applicable Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

Each of the parties hereto hereby submits to thenon-exclusive jurisdiction of the Federal and state courts in the Borough of Manhattan in The City of New York in any

suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby. Each of the parties hereto irrevocably and unconditionally waives any objection to the laying of venue of any suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby in Federal and state courts in the Borough of Manhattan in The City of New York and irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such suit or proceeding in any such court has been brought in an inconvenient forum.

17. *Electronic Signature*. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement, or any document to be signed in connection with this Agreement, shall be deemed to include electronic signatures (including .pdf file, .jpeg file or any electronic signature complying with the U.S. federal ESIGN Act of 2000, including Orbit, Adobe Sign, DocuSign, or any other similar platform), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means.

18. *Reserved.*

19. *Recognition of the U.S. Special Resolution Regimes.*

(a) In the event that any Underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime.

(b) In the event that any Underwriter that is a Covered Entity or a BHC Act Affiliate of such Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime.

(c) As used in this Section 19:

(i) "**BHC Act Affiliate**" has the meaning assigned to the term "affiliate" in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k).

(ii) "**Covered Entity**" means any of the following:

(A) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(B) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(C) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

(iii) "**Default Right**" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

(iv) "**U.S. Special Resolution Regime**" means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

If the foregoing is in accordance with the Representatives' understanding of our agreement, kindly sign and return to the Company your counterpart hereof, whereupon it will become a binding agreement between the Company and the several Underwriters in accordance with its terms.

[Signature page follows]

Very truly yours,

FISERV, INC.

By: /s/ Robert W. Hau
Name: Robert W. Hau
Title: Chief Financial Officer

[Signature Page to Underwriting Agreement]

The foregoing Underwriting Agreement is hereby confirmed and accepted as of the date first above written.

BofA Securities, Inc.

By: /s/ Laurie Campbell
Name: Laurie Campbell
Title: Managing Director

[Signature Page to Underwriting Agreement]

The foregoing Underwriting Agreement is hereby confirmed and accepted as of the date first above written.

J.P. Morgan Securities LLC

By: /s/ Robert Bottamedi
Name: Robert Bottamedi
Title: Executive Director

[Signature Page to Underwriting Agreement]

The foregoing Underwriting Agreement is hereby confirmed and accepted as of the date first above written.

PNC Capital Markets LLC

By: /s/ Valerie Shadeck
Name: Valerie Shadeck
Title: Managing Director

[Signature Page to Underwriting Agreement]

The foregoing Underwriting Agreement is hereby confirmed and accepted as of the date first above written.

U.S. Bancorp Investments, Inc.

By: /s/ Kyle Stegemeyer
Name: Kyle Stegemeyer
Title: Managing Director

[Signature Page to Underwriting Agreement]

SCHEDULE A

Underwriter	Principal Amount of 2028 Notes	Principal Amount of 2033 Notes
BofA Securities, Inc.	$ 114,750,000	$ 114,750,000
J.P. Morgan Securities LLC	114,750,000	114,750,000
PNC Capital Markets LLC	114,750,000	114,750,000
U.S. Bancorp Investments, Inc.	114,750,000	114,750,000
Citigroup Global Markets Inc.	54,000,000	54,000,000
MUFG Securities Americas Inc.	54,000,000	54,000,000
TD Securities (USA) LLC	54,000,000	54,000,000
Truist Securities, Inc.	54,000,000	54,000,000
Wells Fargo Securities, LLC	54,000,000	54,000,000
BMO Capital Markets Corp.	17,280,000	17,280,000
Capital One Securities, Inc.	17,280,000	17,280,000
Deutsche Bank Securities Inc.	17,280,000	17,280,000
Mizuho Securities USA LLC	17,280,000	17,280,000
NatWest Markets Securities Inc.	17,280,000	17,280,000
Santander US Capital Markets LLC	17,280,000	17,280,000
Scotia Capital (USA) Inc.	17,280,000	17,280,000
Fifth Third Securities, Inc.	12,600,000	12,600,000
Huntington Securities, Inc.	12,600,000	12,600,000
KeyBanc Capital Markets Inc.	12,600,000	12,600,000
Comerica Securities, Inc.	4,080,000	4,080,000
Siebert Williams Shank & Co., LLC	4,080,000	4,080,000
WauBank Securities LLC	4,080,000	4,080,000
Total:	**$ 900,000,000**	**$ 900,000,000**

SCHEDULE B

1. General Use Free Writing Prospectuses (included in the General Disclosure Package)

"General Use Issuer Free Writing Prospectus" means the Final Term Sheet, dated February 27, 2023, for the Offered Securities, a copy of which is attached hereto as Annex I.

2. Other Information Included in the General Disclosure Package

The following information is also included in the General Disclosure Package:

None

Annex I

Filed Pursuant to Rule 433
Registration Statement No. 333-258248

February 27, 2023

Final Term Sheet
Fiserv, Inc.

$900,000,000 5.450% Senior Notes Due 2028
$900,000,000 5.600% Senior Notes Due 2033

Issuer:	Fiserv, Inc.
Offering Format:	SEC Registered
Expected Ratings (Moody's / S&P)*:	Baa2 / BBB (Stable / Stable)
Trade Date:	February 27, 2023
Settlement Date (T+3)**:	March 2, 2023
Use of Proceeds:	The Issuer intends to use the net proceeds from this offering for general corporate purposes, including the repayment of its commercial paper notes.

Optional Tax Redemption:	Each series of notes may be redeemed, at any time, at the surviving entity's option, in whole but not in part, at a redemption price equal to 100% of the principal amount of the notes of such series then outstanding, plus accrued and unpaid interest on the principal amount being redeemed (and any Additional Amounts (as defined in the preliminary prospectus supplement)) to (but excluding) the redemption date, if (i) at any time following a transaction to which the provisions of the indenture described under "—Merger, Consolidation and Sale of Assets" in the preliminary prospectus supplement applies, the surviving entity is required to pay Additional Amounts and (ii) such obligation cannot be avoided by the surviving entity taking reasonable measures available to it.
Joint Book-Running Managers:	BofA Securities, Inc. J.P. Morgan Securities LLC PNC Capital Markets LLC U.S. Bancorp Investments, Inc. Citigroup Global Markets Inc. MUFG Securities Americas Inc. TD Securities (USA) LLC Truist Securities, Inc. Wells Fargo Securities, LLC
Co-Managers:	BMO Capital Markets Corp. Capital One Securities, Inc. Deutsche Bank Securities Inc. Mizuho Securities USA LLC NatWest Markets Securities Inc. Santander US Capital Markets LLC Scotia Capital (USA) Inc. Fifth Third Securities, Inc. Huntington Securities, Inc. KeyBanc Capital Markets Inc. Comerica Securities, Inc. Siebert Williams Shank & Co., LLC WauBank Securities LLC

Terms Applicable to 5.450% Senior Notes due 2028

Principal Amount:	$900,000,000
Maturity Date:	March 2, 2028
Interest Payment Dates:	March 2 and September 2 of each year, beginning September 2, 2023
Benchmark Treasury:	UST 4.000% due February 29, 2028
Benchmark Treasury Price / Yield:	99-06 ¼ / 4.180%
Spread to Benchmark Treasury:	T+130 bps
Yield to Maturity:	5.480%
Coupon:	5.450%
Price to Public:	99.870% of the principal amount
Optional Redemption:	At any time prior to February 2, 2028, make-whole call as set forth in the preliminary prospectus supplement (T+20 bps). At any time on or after February 2, 2028, at 100% of the principal amount plus accrued and unpaid interest to, but not including, the redemption date as set forth in the preliminary prospectus supplement.
Minimum Denominations:	$2,000 and any integral multiple of $1,000 in excess thereof.
CUSIP / ISIN:	337738 BD9 / US337738BD90

Terms Applicable to 5.600% Senior Notes due 2033

Principal Amount:	$900,000,000
Maturity Date:	March 2, 2033
Interest Payment Dates:	March 2 and September 2 of each year, beginning September 2, 2023

Benchmark Treasury:	UST 3.500% due February 15, 2033
Benchmark Treasury Price / Yield:	96-16 / 3.928%
Spread to Benchmark Treasury:	T+170 bps
Yield to Maturity:	5.628%
Coupon:	5.600%
Price to Public:	99.788% of the principal amount
Optional Redemption:	At any time prior to December 2, 2032, make-whole call as set forth in the preliminary prospectus supplement (T+30 bps). At any time on or after December 2, 2032, at 100% of the principal amount plus accrued and unpaid interest to, but not including, the redemption date as set forth in the preliminary prospectus supplement.
Minimum Denominations:	$2,000 and any integral multiple of $1,000 in excess thereof.
CUSIP / ISIN:	337738 BE7 / US337738BE73

*** Note: A securities rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time.**

**** Note: The Issuer expects to deliver the notes against payment for the notes on the third business day following the Trade Date ("T+3"). Under Rule 15c6-1 of the Exchange Act, trades in the secondary market generally are required to settle in two business days, unless the parties to a trade expressly agree otherwise. Accordingly, purchasers who wish to trade notes prior to the date of delivery, by virtue of the fact that the notes initially will settle in T+3, may be required to specify alternative settlement arrangements to prevent a failed settlement. Purchasers of the notes who wish to trade the notes during the period described above should consult their own advisors.**

The Issuer has filed a Registration Statement (including a prospectus) and a preliminary prospectus supplement with the Securities and Exchange Commission (the "SEC") for the offering to which this communication relates. Before you invest, you should read the prospectus in that registration statement, the preliminary prospectus supplement and other documents the Issuer has filed with the SEC for more complete information about the Issuer and this offering. You may get these documents for free by visiting EDGAR on the SEC website at www.sec.gov. Alternatively, the Issuer, any underwriter or any dealer participating in the offering will arrange to send you the prospectus and preliminary prospectus supplement if you request it by calling BofA Securities, Inc. at 1-800-294-1322, J.P. Morgan Securities LLC at 1-212-834-4533, PNC Capital Markets LLC at 1-855-881-0697 or U.S. Bancorp Investments, Inc. at 1-877-558-2607.

Exhibit A-1

Form of Sullivan & Cromwell LLP's Opinion

[As follows]

Exhibit A-2

Form of Sullivan & Cromwell LLP's Negative Assurance Letter

[As follows]

Exhibit B

Form of Company Legal Opinion

[As follows]

Exhibit B-1

Exhibit 4.1

Execution Version

TWENTY-SEVENTH SUPPLEMENTAL INDENTURE

Dated as of March 2, 2023

Supplementing that Certain

INDENTURE

Dated as of November 20, 2007

Between

FISERV, INC.

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,

as Trustee

5.450% SENIOR NOTES DUE 2028

TABLE OF CONTENTS

This Twenty-Seventh Supplemental Indenture, dated as of March 2, 2023 (the "Supplemental Indenture"), between Fiserv, Inc., a corporation duly organized and existing under the laws of the State of Wisconsin, having its principal office at 255 Fiserv Drive, Brookfield, Wisconsin (herein called the "Company"), and U.S. Bank Trust Company, National Association (as successor in interest to U.S. Bank National Association), a national banking association, as trustee hereunder (herein called the "Trustee"), supplements that certain Indenture, dated as of November 20, 2007, among the Company, certain subsidiaries of the Company and the Trustee (the "Indenture").

RECITALS OF THE COMPANY

A. The Company has duly authorized the execution and delivery of the Indenture to provide for the issuance from time to time of its unsecured debentures, notes, or other evidences of indebtedness to be issued in one or more series as provided for in the Indenture.

B. The Indenture provides that the Securities of each series shall be in substantially the form set forth in the Indenture, or in such other form as may be established by or pursuant to a Board Resolution or in one or more supplemental indentures thereto, in each case with such appropriate insertions, omissions, substitutions, and other variations as are required or permitted by the Indenture, and may have such letters, numbers, or other marks of identification and such legends or endorsements placed thereon as may be required to comply with the rules of any securities exchange or Depositary therefor, the Code, or any applicable securities laws, or as may, consistently herewith, be determined by the officers executing such Securities, as evidenced by their execution thereof.

C. The Company and the Trustee have agreed that the Company shall issue and deliver, and the Trustee shall authenticate, Securities denominated as its "5.450% Senior Notes due 2028" pursuant to the terms of this Supplemental Indenture and substantially in the form set forth in Section 3.2 below, in each case with such appropriate insertions, omissions, substitutions, and other variations as are required or permitted by the Indenture and this Supplemental Indenture, and with such letters, numbers, or other marks of identification and such legends or endorsements placed thereon as may be required to comply with the rules of any securities exchange or Depositary therefor, the Code, or any applicable securities laws, or as may, consistently herewith, be determined by the officers executing such Notes, as evidenced by their execution of such Notes.

ARTICLE I

DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

Section 1.1 Definitions.

The terms defined in this Section 1.1 have the respective meanings specified in this Section 1.1 for all purposes of this Supplemental Indenture and of any indenture supplemental hereto (except as herein or therein otherwise expressly provided or unless the context of this Supplemental Indenture or such indenture supplemental hereto otherwise requires):

"Additional Amounts" has the meaning specified in Section 6.4.

"Additional Notes" means any Notes (other than the Initial Notes) issued pursuant to this Supplemental Indenture in accordance with Section 2.1(2) as part of the same series and with the same CUSIP number as the Initial Notes; *provided* that if any Additional Notes are issued at a price that causes such Additional Notes to have "original issue discount" within the meaning of the Code, such Additional Notes shall not have the same CUSIP number as the Initial Notes.

"Affiliate" means, with respect to any specified Person. any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, "control," when used with respect to any specified Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Applicable Procedures" means, with respect to any transfer or transaction involving a Global Security or beneficial interest therein, the rules and procedures of DTC, Euroclear, Clearstream or any other Depositary, in each case to the extent applicable to such transaction and as in effect from time to time.

"Applicable Threshold" has the meaning specified in the definition of "Permitted Sale-Leaseback Transaction."

"Applied Amounts" has the meaning specified in the definition of "Permitted Sale-Leaseback Transaction."

"Attributable Value" means, in respect of any sale-leaseback transaction, as of the time of determination, the lesser of (a) the sale price of the Principal Property involved in such transaction multiplied by a fraction the numerator of which is the remaining portion of the base term of the lease included in such sale-leaseback transaction and the denominator of which is the base term of such lease and (b) the present value (discounted at the rate of interest implicit in such transaction) of the total obligations of the lessee for rental payments during the remaining term of the lease involved in such transaction (including any period for which the lease has been extended).

"Below Investment Grade Rating Event" means that the rating of the Notes is lowered by each of the Rating Agencies and the Notes are rated below an Investment Grade Rating by each of the Rating Agencies, and such lowering occurs on any date from the date of the public notice of the Company's intention to effect a Change of Control until the end of the 60-day period following public notice of the occurrence of a Change of Control (which 60-day period shall be extended so long as the rating of the Notes is under publicly announced consideration for possible downgrade by either of the Rating Agencies as a result of the Change of Control); *provided* that a Below Investment Grade Rating Event otherwise arising by virtue of a particular reduction in rating shall not be deemed to have occurred in respect to a particular Change of Control (and thus shall not be deemed a Below Investment Grade Rating Event for purposes of the definition of Change of Control Triggering Event hereunder) if the Rating Agency or Rating Agencies making the reduction in rating to which this definition would otherwise apply do not announce or publicly confirm or inform the Trustee and the Company in writing at its or the Company's request that the reduction was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the applicable Change of Control (whether or not the applicable Change of Control shall have occurred at the time of the Below Investment Grade Rating Event).

"Business Day" means any day other than a Saturday, Sunday or other day on which banking institutions in The City of New York are authorized or obligated by law, regulation or executive order to close.

"Capital Stock" means, with respect to any Person, any and all shares, interests, participations or other equivalents (however designated) of capital stock of such Person and all warrants or options to acquire such capital stock.

"Change of Control" means the occurrence of any of the following: (a) the direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties and assets of the Company and its Subsidiaries taken as a whole to any "person" or "group" (as those terms are used in Section 13(d)(3) of the Exchange Act) other than the Company or one of its Subsidiaries; (b) the approval by the holders of the Common Stock of any plan or proposal for the liquidation or dissolution of the Company (whether or not otherwise in compliance with the provisions of this Supplemental Indenture); (c) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any "person" or "group" (as those terms are used in Section 13(d)(3) of the Exchange Act) becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of more than 50% of the then outstanding number of shares of the Company's Voting Stock; or (d) the Company consolidates or merges with or into any entity, pursuant to a transaction in which any of the outstanding Voting Stock of the Company or such other entity is converted into or exchanged for cash, securities or other Property (except when Voting Stock of the Company is converted into, or exchanged for, at least a majority of the Voting Stock of the surviving Person). Notwithstanding the foregoing, a transaction shall not be considered to be a Change of Control if (x) the Company becomes a direct or indirect Wholly-Owned Subsidiary of a person and (y) immediately following that transaction, the direct or indirect holders of the Voting Stock of such person are substantially the same as the holders of the Company's Voting Stock immediately prior to that transaction.

"Change of Control Offer" has the meaning specified in Section 6.3(1).

"Change of Control Payment" has the meaning specified in Section 6.3(1).

"Change of Control Purchase Date" has the meaning specified in Section 6.3(3)(iii).

"Change of Control Triggering Event" means the occurrence of both a Change of Control and a Below Investment Grade Rating Event.

"Clearstream" means Clearstream Banking, S.A.

"Code" has the meaning specified in Section 2.1(2).

"Common Stock" means shares of the Company's Common Stock, par value $0.01 per share, as they exist on the date of this Supplemental Indenture or any other shares of Capital Stock of the Company into which the Common Stock shall be reclassified or changed.

"Covenant Defeasance" has the meaning set forth in the Indenture as amended by this Supplemental Indenture except that the covenants included in such definition (including for purposes of determining whether an Event of Default under Section 501(4) of the Indenture shall have occurred) shall include those specified in, or added pursuant to, as the case may be, Sections 6.1, 6.2, 6.4, 7.1(2) and Article VIII of this Supplemental Indenture.

"Default" means any event that is, or after notice or passage of time, or both, would be, an Event of Default.

"DTC" means The Depository Trust Company, a New York corporation.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time.

"Euroclear" means Euroclear Bank S.A./N.V., as operator of the Euroclear system.

"Event of Default" has the meaning specified in Section 4.1.

"FIN 46 Entity" means any Person, the financial condition and results of which, solely due to Accounting Standards Codification 810 or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect (as amended, restated, supplemented, replaced or otherwise modified from time to time), such Person is required to consolidate in its financial statements. For purposes of this definition, "controlled" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person, whether through the ability to exercise voting power, by contract or otherwise.

"GAAP" means generally accepted accounting principles in the United States.

"Indebtedness" means, with respect to any Person, (a) all indebtedness for borrowed money of such Person, (b) all obligations of such Person evidenced by notes, bonds, debentures or similar instruments and (c) all indebtedness of any other Person of the foregoing types to the extent guaranteed by such Person, but only, for each of clauses (a) through (c), if and to the extent any of the foregoing indebtedness would appear as a liability upon an unconsolidated balance sheet of such Person prepared in accordance with GAAP (but not including contingent liabilities which appear only in a footnote to a balance sheet); *provided*, *however*, that, notwithstanding anything to the contrary contained herein, for purposes of this definition, "Indebtedness" shall not include (1) any intercompany indebtedness between or among the Company and its Subsidiaries, (2) any indebtedness that has been defeased and/or discharged if funds in an amount equal to all such indebtedness (including interest and any other amounts required to be paid to the holders thereof in order to give effect to such defeasance) have been irrevocably deposited with a trustee, paying agent or other similar Person for the benefit of the relevant holders of such indebtedness or (3) interest, fees, make-whole amounts, premium, charges or expenses, if any, relating to the principal amount of indebtedness.

"Initial Notes" means Notes in an aggregate principal amount of up to $900,000,000 initially issued under this Supplemental Indenture in accordance with Section 2.1(2).

"Interest Payment Date" has the meaning specified in Section 2.2(2).

"Investment Grade Rating" means a rating equal to or higher than Baa3 (or the equivalent under any successor rating category) by Moody's, BBB- (or the equivalent under any successor rating category) by S&P and the equivalent investment grade rating by any other Rating Agency, respectively.

"Lien" means any mortgage, pledge, lien or encumbrance.

"Margin Stock" means any "margin stock" (as said term is defined in Regulation U of the Board of Governors of the Federal Reserve System of the United States of America, as the same may be amended or supplemented from time to time).

"Maturity Date" means March 2, 2028.

"Moody's" means Moody's Investors Service, Inc., or its successor.

"Net Worth" means, at any date, the sum of all amounts that would be included under shareholders' equity on a consolidated balance sheet of the Company and its Subsidiaries determined in accordance with GAAP on such date or, in the event such date is not a fiscal quarter end, as of the immediately preceding fiscal quarter end; *provided* that, for purposes of calculating shareholders' equity, any accumulated other comprehensive income or loss, in each case as reflected on such consolidated balance sheet of the Company and its Subsidiaries determined in accordance with GAAP, shall be excluded; *provided*, *further*, that "Net Worth" shall be adjusted to give effect to each acquisition and disposition of assets other than in the ordinary course of business (including by way of merger) that has occurred on or prior to the date on which Net Worth is being calculated but after the immediately preceding quarter end as if such acquisition or disposition had occurred on the date of such immediately preceding quarter end.

"Notes" means the 5.450% Senior Notes due 2028 or any of them (each, a "Note"), as amended or supplemented from time to time, that are issued under this Supplemental Indenture, including both the Initial Notes and the Additional Notes, if any.

"Notice of Default" means a written notice of the kind specified in Section 4.1(3) or (4).

"Par Call Date" means February 2, 2028.

"Permitted Sale-Leaseback Transactions" means any sale or transfer by the Company or any of its Restricted Subsidiaries of any Principal Property owned by the Company or any of its Restricted Subsidiaries with the intention of taking back a lease thereof; *provided*, *however*, that "Permitted Sale-Leaseback Transactions" shall not include any such transaction involving machinery and/or equipment (excluding any lease for a temporary period of not more than thirty-six months with the intent that the use of the subject machinery and/or equipment shall be discontinued at or before the expiration of such period) relating to facilities (a) in full operation for more than 180 days as of the date of this Supplemental Indenture and (b) that are material to the business of the Company and its Subsidiaries, taken as a whole, to the extent that the aggregate Attributable Value of the machinery and/or equipment from time to time involved in such

transactions (giving effect to payment in full under any such transaction and excluding the Applied Amounts, as defined in the following sentence), plus the amount of obligations and Indebtedness from time to time secured by Liens incurred under Section 6.1(18), exceeds the greater of (i) $1,000,000,000 and (ii) 15.0% of Net Worth as determined at the time of, and immediately after giving effect to, the incurrence of such transactions based on the balance sheet for the end of the most recent quarter for which financial statements are available (such greater amount, the "Applicable Threshold"). For purposes of this definition, "Applied Amounts" means an amount (which may be conclusively determined by the Board of Directors of the Company) equal to the greater of (i) capitalized rent with respect to the applicable machinery and/or equipment and (ii) the fair value of the applicable machinery and/or equipment, that is applied within 180 days of the applicable transaction or transactions to repayment of the Notes or to the repayment of any indebtedness for borrowed money which, in accordance with GAAP, is classified as long-term debt and that is on parity with the Notes.

"Principal Property" means the real property, fixtures, machinery and equipment relating to any facility that is real property located within the territorial limits of the United States of America (excluding its territories and possessions and Puerto Rico) owned by the Company or any Restricted Subsidiary, except for any facility that (a) has a net book value, on the date the determination of whether such property is a Principal Property is being made for purposes of the covenants set forth in Section 6.1 and Section 6.2, of less than 2% of the Company's Net Worth or (b) in the opinion of the Company's Board of Directors, is not of material importance to the business conducted by the Company and its Subsidiaries, taken as a whole.

"Property" means, with respect to any Person, all types of real, personal or mixed property and all types of tangible or intangible property owned or leased by such Person.

"Purchase Notice" means a notice delivered by a Holder in accordance with Section 6.3 in the form set forth in Section 3.3.

"Rating Agency" means (a) each of Moody's and S&P; and (b) if either of Moody's or S&P ceases to rate the Notes or fails to make a rating of the Notes publicly available for reasons outside of the Company's control, a "nationally recognized statistical rating organization" within the meaning of Rule 3(a)(62) under the Exchange Act selected by the Company (as certified by an officer of the Company to the Trustee) as a replacement agency for Moody's or S&P, or both of them, as the case may be.

"Redemption Date" means, when used with respect to any Note to be redeemed, the date fixed for such redemption by or pursuant to this Supplemental Indenture.

"Redemption Price" means, when used with respect to any Note to be redeemed, the price at which it is to be redeemed pursuant to this Supplemental Indenture.

"Registrar" means the Security Registrar for the Notes, which shall initially be U.S. Bank Trust Company, National Association (as successor in interest to U.S. Bank National Association), or any successor entity thereof, subject to replacement as set forth in the Indenture.

"Regular Record Date" means, for interest payable in respect of any Note on any Interest Payment Date, the day (whether or not a Business Day) that is 15 days prior to the relevant Interest Payment Date.

"Restricted Subsidiary" means any Subsidiary of the Company that (a) constitutes a "significant subsidiary" (as such term is defined in Regulation S-X, promulgated pursuant to the Securities Act) and (b) owns a Principal Property, excluding: (i) Bastogne, Inc. and any bankruptcy-remote, special-purpose entity created in connection with the financing of settlement float with respect to customer funds or otherwise, (ii) any Subsidiary which is not organized under the laws of any state of the United States of America; (iii) any Subsidiary which conducts the major portion of its business outside the United States of America; and (iv) any Subsidiary of any of the foregoing.

"S&P" means S&P Global Ratings, a division of S&P Global Inc., or its successor.

"Second Change of Control Purchase Date" has the meaning specified in Section 6.3(6).

"Securities Act" means the Securities Act of 1933, as amended.

"Securitized Indebtedness" means, with respect to any Person as of any date, the reasonably expected liability of such Person for the repayment of, or otherwise relating to, all accounts receivable, general intangibles, chattel paper or other financial assets and related rights and assets sold or otherwise transferred by such Person, or any Subsidiary or Affiliate thereof, on or prior to such date.

"Stated Maturity" means, when used with respect to the Notes or any installment of principal thereof or interest, if any, thereon, the date specified in such Note as the fixed date on which the principal of the Note or such installment of principal or interest, if any, is due and payable.

"Subsidiary" means, with respect to any Person (the "parent"), any corporation, limited liability company, partnership, association or other entity the accounts of which would be consolidated with those of the parent in the parent's consolidated financial statements if such financial statements were prepared in accordance with GAAP (excluding any FIN 46 Entity, but only to the extent that the owners of such FIN 46 Entity's Indebtedness have no recourse, directly or indirectly, to such Person or any of its Subsidiaries for the principal, premium, if any, and interest on such Indebtedness) as of such date, as well as any other corporation, limited liability company, partnership, association or other entity of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, controlled or held by such Person.

"Surviving Person" has the meaning specified in Section 8.1.

"Taxes" means any present or future tax, duty, levy, impost, assessment or other governmental charge (including penalties, interest and other liabilities related thereto).

"Taxing Jurisdiction" has the meaning specified in Section 6.4.

"Treasury Rate" means, with respect to any Redemption Date, the yield determined by the Company in accordance with the following two paragraphs.

The Treasury Rate shall be determined by the Company after 4:15 p.m., New York City time (or after such time as yields on U.S. government securities are posted daily by the Board of Governors of the Federal Reserve System), on the third Business Day preceding the Redemption Date based upon the yield or yields for the most recent day that appear after such time on such day in the most recent statistical release published by the Board of Governors of the Federal Reserve System designated as "Selected Interest Rates (Daily)—H.15" (or any successor designation or publication) ("H.15") under the caption "U.S. government securities–Treasury constant maturities–Nominal" (or any successor caption or heading) ("H.15 TCM"). In determining the Treasury Rate, the Company shall select, as applicable: (a) the yield for the Treasury constant maturity on H.15 exactly equal to the period from the Redemption Date to the Par Call Date (the period to such Par Call Date, the "Remaining Life"); (b) if there is no such Treasury constant maturity on H.15 exactly equal to the Remaining Life, the two yields – one yield corresponding to the Treasury constant maturity on H.15 immediately shorter than and one yield corresponding to the Treasury constant maturity on H.15 immediately longer than the Remaining Life – and shall interpolate to the Par Call Date on a straight-line basis (using the actual number of days) using such yields and rounding the result to three decimal places; or (c) if there is no such Treasury constant maturity on H.15 shorter than or longer than the Remaining Life, the yield for the single Treasury constant maturity on H.15 closest to the Remaining Life. For purposes of this paragraph, the applicable Treasury constant maturity or maturities on H.15 shall be deemed to have a maturity date equal to the relevant number of months or years, as applicable, of such Treasury constant maturity from the Redemption Date.

If on the third Business Day preceding the Redemption Date H.15 is no longer published, the Company shall calculate the Treasury Rate based on the rate per annum equal to the semi-annual equivalent yield to maturity at 11:00 a.m., New York City time, on the second Business Day preceding such Redemption Date of the United States Treasury security maturing on, or with a maturity that is closest to, the Par Call Date, as applicable. If there is no United States Treasury security maturing on such Par Call Date, but there are two or more United States Treasury securities with a maturity date equally distant from such Par Call Date, one with a maturity date preceding such Par Call Date and one with a maturity date following such Par Call Date, the Company shall select the United States Treasury security with a maturity date preceding such Par Call Date. If there are two or more United States Treasury securities maturing on the Par Call Date or two or more United States Treasury securities meeting the criteria of the preceding sentence, the Company shall select from among these two or more United States Treasury securities the United States Treasury security that is trading closest to par based upon the average of the bid and asked prices for such United States Treasury securities at 11:00 a.m., New York City time. In determining the Treasury Rate in accordance with the terms of this paragraph, the semi-annual yield to maturity of the applicable United States Treasury security shall be based upon the average of the bid and asked prices (expressed as a percentage of principal amount) at 11:00 a.m., New York City time, of such United States Treasury security, and rounded to three decimal places.

"Vault Cash Operations" has the meaning specified in Section 6.1(19).

"Voting Stock" means, with respect to any Person, all classes of Capital Stock entitled (without regard to the occurrence of any contingency) to vote generally in the election of directors, managers or trustees of such Person.

"Wholly-Owned Subsidiary" means, with respect to any Person, (a) any corporation, association or other business entity of which 100% of the Voting Stock thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of such Person (or a combination thereof) and (b) any partnership, limited liability company or similar pass-through entity of which the sole partners, members or other similar persons in corresponding roles, however designated, are such Person or one or more Subsidiaries of such Person (or any combination thereof).

Section 1.2 Provisions of General Application.

For all purposes of this Supplemental Indenture and of any indenture supplemental hereto (except as herein or therein otherwise expressly provided or unless the context of this Supplemental Indenture or such indenture supplemental hereto otherwise requires):

(1) the terms defined in this Article include the plural as well as the singular;

(2) other terms used in this Supplemental Indenture that are defined in the Indenture or the Trust Indenture Act, either directly or by reference therein, have the respective meanings assigned to such terms in the Indenture or the Trust Indenture Act, as the case may be, as in force at the date of this Supplemental Indenture as originally executed;

(3) all accounting terms not otherwise defined in the Indenture or this Supplemental Indenture have the meanings assigned to them in accordance with GAAP as in effect on the date of this Supplemental Indenture, but (i) without giving effect to any election under Accounting Standards Codification 825-10-25 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any Indebtedness or other liabilities of the Company or any Subsidiary of the Company at "fair value," as defined therein and (ii) without giving effect to any treatment of Indebtedness in respect of convertible debt instruments under Accounting Standards Codification 470-20 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any such Indebtedness in a reduced or bifurcated manner as described therein, and such Indebtedness shall at all times be valued at the full stated principal amount thereof.

(4) unless the context otherwise requires, any reference to an "Article" or a "Section" refers to an Article or a Section, as the case may be, of this Supplemental Indenture; and

(5) the words "herein," "hereof," "hereunder" and other words of similar import refer to this Supplemental Indenture as a whole and not to any particular Article, Section or other subdivision.

ARTICLE II

ISSUANCE OF SECURITIES

Section 2.1 Issuance of Notes; Principal Amount; Maturity.

(1) On March 2, 2023, the Company shall issue and deliver to the Trustee, and the Trustee shall authenticate, the Initial Notes substantially in the form set forth in Section 3.2 below, in each case with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by the Indenture and this Supplemental Indenture, and with such letters, numbers, or other marks of identification and such legends or endorsements placed thereon as may be required to comply with the rules of any securities exchange or Depositary therefor, the Code, or any applicable securities laws, or as may, consistently herewith, be determined by the officers executing such Notes, as evidenced by their execution of such Notes.

(2) The Initial Notes to be issued pursuant to this Supplemental Indenture shall be issued in the aggregate principal amount of $900,000,000 and shall mature on March 2, 2028 unless the Notes are redeemed or repurchased prior to that date in accordance with the provisions set forth in Sections 5.1, 5.2 or 6.3 hereof. The Initial Notes shall be offered by the Company at a price of 99.870% of the aggregate principal amount of such series. The aggregate principal amount of Initial Notes Outstanding at any time may not exceed $900,000,000, except for Notes issued, authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Notes of the series pursuant to Sections 304, 305, 306, 906 or 1107 of the Indenture and except for any Notes which, pursuant to Section 303 of the Indenture, are deemed never to have been authenticated and delivered. The Company may without the consent of the Holders, issue Additional Notes hereunder on the same terms and conditions (except for the issue date, public offering price and, if applicable, the payment of interest accruing prior to the issue date and the initial Interest Payment Date) and with the same CUSIP numbers as the Initial Notes; *provided* that, if any Additional Notes are issued at a price that causes such Additional Notes to have "original issue discount" within the meaning of Section 1273 of the United States Internal Revenue Code of 1986, as amended, and regulations of the United States Department of Treasury thereunder (the "Code"), such Additional Notes shall not have the same CUSIP number as the Initial Notes.

(3) The Notes shall be issued only in fully registered form without coupons in minimum denominations of $2,000 and any integral multiple of $1,000 in excess thereof.

Section 2.2 Interest.

(1) Interest on the Notes shall accrue at the per annum rate of 5.450% and shall be paid on the basis of a 360-day year of twelve 30-day months.

(2) The Company shall pay interest on the Notes semi-annually in arrears on March 2 and September 2 of each year (each, an "Interest Payment Date"), commencing September 2, 2023.

(3) Interest shall be paid on each Interest Payment Date to the registered Holders of the Notes on the Regular Record Date in respect of such Interest Payment Date.

(4) Neither the Company nor the Trustee shall impose any service charge for any transfer or exchange of a Note. However, the Company may ask Holders of the Notes to pay any taxes or other governmental charges in connection with a transfer or exchange of Notes.

(5) If any Interest Payment Date, Maturity Date, Redemption Date or Change of Control Purchase Date falls on a day that is not a Business Day, the Company shall make the required payment of principal, premium, if any, and/or interest on the next such Business Day as if it were made on the date payment was due, and no interest shall accrue on the amount so payable for the period from and after that Interest Payment Date, the Maturity Date or earlier Redemption Date or Change of Control Purchase Date, as the case may be, to the next such Business Day.

Section 2.3 Relationship with Indenture.

The terms and provisions contained in the Indenture shall constitute, and are hereby expressly made, a part of this Supplemental Indenture. However, to the extent any provision of the Indenture conflicts with the express provisions of this Supplemental Indenture, the provisions of this Supplemental Indenture shall govern and be controlling.

ARTICLE III

SECURITY FORMS

Section 3.1 Form Generally.

(1) The Notes shall be in substantially the form set forth in Section 3.2 of this Article, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Supplemental Indenture and the Indenture, and may have such letters, numbers or other marks of identification and such legends or endorsements placed thereon as may be required to comply with the rules of any securities exchange or Depositary therefor, the Code, or any applicable securities laws, or as may, consistently herewith, be determined by the officers executing such Notes, as evidenced by their execution of such Notes. All Notes shall be in fully registered form.

(2) Purchase Notices shall be in substantially the form set forth in Section 3.3.

(3) The Trustee's certificates of authentication shall be in substantially the form set forth in Section 3.4.

(4) The Notes shall be printed, lithographed, typewritten or engraved or produced by any combination of these methods or may be produced in any other manner permitted by the rules of any automated quotation system or securities exchange (including on steel engraved borders if so required by any securities exchange upon which the Notes may be listed) on which the Notes may be quoted or listed, as the case may be, all as determined by the officers executing such Notes, as evidenced by their execution thereof.

(5) Upon their original issuance, the Notes shall be issued in the form of one or more Global Securities (each, a "Global Note") in definitive, fully registered form without interest coupons. Each such Global Note shall be registered in the name of DTC, as Depositary, or its nominee, and deposited with the Trustee, as custodian for DTC. Beneficial interests in the Global Notes shall be shown on, and transfers shall only be made through, the records maintained by DTC and its participants, including Clearstream and the Euroclear System.

Section 3.2 Form of Note.

[FORM OF FACE]

[THE FOLLOWING LEGEND SHALL APPEAR ON THE FACE OF EACH GLOBAL SECURITY:

THIS NOTE IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE THEREOF. THIS NOTE MAY NOT BE EXCHANGED IN WHOLE OR IN PART FOR A NOTE REGISTERED, AND NO TRANSFER OF THIS NOTE IN WHOLE OR IN PART MAY BE REGISTERED, IN THE NAME OF ANY PERSON OTHER THAN SUCH DEPOSITARY OR A NOMINEE THEREOF, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE.]

[THE FOLLOWING LEGEND SHALL APPEAR ON THE FACE OF EACH GLOBAL SECURITY FOR WHICH DTC IS TO BE THE DEPOSITARY:

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.]

FISERV, INC.

5.450% SENIOR NOTE DUE 2028

No. _____ $_____

CUSIP NO. 337738 BD9

Fiserv, Inc., a corporation duly organized and existing under the laws of the State of Wisconsin (herein called the "Company", which term includes any successor Person under the Indenture referred to on the reverse hereof), for value received, hereby promises to pay to Cede & Co., or registered assigns, the principal sum of United States Dollars _____ (U.S.$_____) on March 2, 2028 and to pay interest thereon, from March 2, 2023, or from

the most recent Interest Payment Date to which interest has been paid or duly provided for to but excluding the next Interest Payment Date, which shall be March 2 and September 2 of each year, commencing September 2, 2023, at the per annum rate of 5.450%, until the principal hereof is paid or made available for payment.

The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date shall, as provided in the Indenture, be paid to the Person in whose name this Note is registered at the close of business on the Regular Record Date for such interest, which shall be the day that is 15 days prior to the relevant Interest Payment Date (whether or not a Business Day). Except as otherwise provided in the Indenture, any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the Holder on such Regular Record Date and may either be paid to the Person in whose name this Note is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Company, notice of which shall be given to Holders of Notes not less than 10 days prior to the Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Notes may be listed, and upon such notice as may be required by such exchange, all as more fully provided in the Indenture. Interest shall be computed on the basis of a 360-day year composed of twelve 30-day months.

Payments of principal (and premium, if any) and interest on this Note shall be made at the corporate trust office of the Trustee at 60 Livingston Avenue, Mail Code EP-MN W2ZW, St. Paul, Minnesota 55107-2292 or the office maintained from time to time by the Trustee in The City of New York, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts. With respect to Global Notes, the Company shall make such payments by wire transfer of immediately available funds to DTC, or its nominee, as registered owner of the Global Notes. With respect to certificated Notes, the Company shall make such payments by wire transfer of immediately available funds to a United States Dollar account maintained in The City of St. Paul, Minnesota or The City of New York to each Holder of an aggregate principal amount of Notes in excess of U.S. $5,000,000 that has furnished wire instructions in writing to the Trustee no later than 15 days prior to the relevant payment date. If a Holder of a certificated Note (i) does not furnish such wire instructions as provided in the preceding sentence or (ii) holds $5,000,000 or less aggregate principal amount of Notes, the Company shall make such payments by mailing a check to such Holder’s registered address.

Reference is hereby made to the further provisions of this Note set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof by manual signature, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed.

FISERV, INC.

By: _____
Name:
Title:

Attest:

By: _____
Name:
Title:

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

Dated:
U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Signatory

1. *Indenture*. This Note is one of a duly authorized issue of Securities of the Company designated as its "5.450% Senior Notes due 2028" (herein called the "Notes"), issued under an Indenture, dated as of November 20, 2007 (the "Base Indenture"), as supplemented by that certain Twenty-Seventh Supplemental Indenture, dated as of March 2, 2023 (the "Supplemental Indenture" and herein with the Base Indenture, collectively, the "Indenture"), between the Company and U.S. Bank Trust Company, National Association (as successor in interest to U.S. Bank National Association), as Trustee (herein called the "Trustee," which term includes any successor trustee under the Indenture), to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders of the Notes and of the terms upon which the Notes are, and are to be, authenticated and delivered. The aggregate principal amount of Initial Notes Outstanding at any time may not exceed $900,000,000 in aggregate principal amount, except for Notes issued, authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Notes pursuant to Sections 304, 305, 306, 906 or 1107 of the Base Indenture and except for any Notes which, pursuant to Section 303 of the Base Indenture, are deemed never to have been authenticated and delivered. Additional Notes may be issued in accordance with the provisions of Section 2.1(2) of the Supplemental Indenture.

   All terms used in this Note which are defined in the Indenture shall have the meanings assigned to them in the Indenture. In the event of a conflict between this Note and the Indenture, the provisions of the Indenture shall govern.

2. *Optional Redemption.* Prior to the Par Call Date, the Company may redeem the Notes, pursuant to Section 5.1 of the Supplemental Indenture, at its option, in whole or in part, at any time and from time to time, at a Redemption Price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of: (a) the sum of the present values of the remaining scheduled payments of principal of and interest on the Notes to be redeemed discounted to the Redemption Date (assuming that the Notes matured on the Par Call Date), on a semi-annual basis (assuming a 360-day year of twelve 30-day months) at the Treasury Rate plus 20 basis points, less interest accrued to the date of redemption; and (b) 100% of the principal amount of any Notes to be redeemed; *plus*, in either case, accrued and unpaid interest on the applicable Notes to, but not including, the Redemption Date. On or after the Par Call Date for the Notes, the Company may redeem the Notes in whole or in part, at any time and from time to time, at a Redemption Price equal to 100% of the principal amount of the Notes being redeemed *plus* accrued and unpaid interest thereon to the Redemption Date.

3. *Optional Tax Redemption.* The Notes may be redeemed pursuant to Section 5.2 of the Supplemental Indenture, at the Surviving Person's option, in whole but not in part, at a Redemption Price equal to 100% of the principal amount of the Notes to be redeemed, plus accrued and unpaid interest on the principal amount being redeemed (and any Additional Amounts) to, but not including, the Redemption Date, if (a) at any time following a transaction to which the provisions of Section 801 of the Indenture applies, the Surviving

Person is required to pay Additional Amounts pursuant to Section 6.4 of the Supplemental Indenture and (b) such obligation cannot be avoided by the Surviving Person taking reasonable measures available to it. Prior to the giving of any notice of redemption in respect of the foregoing, the Surviving Person shall deliver to the Trustee an opinion of independent tax counsel of recognized standing to the effect that the Surviving Person is or would be obligated to pay such Additional Amounts. No notice of redemption in respect of the foregoing may be given earlier than 90 days prior to the earliest date on which the Surviving Person would be obligated to pay Additional Amounts if a payment in respect of the relevant Notes were then due.

4. *Mandatory Redemption.* Except as provided in Section 5 below, the Company is not required to make mandatory redemption or sinking fund payments with respect to the Notes.

5. *Change of Control Triggering Event.* In the event of a Change of Control Triggering Event, the Holders may require the Company to purchase for cash all or a portion of their Notes at a purchase price equal to 101% of the principal amount of the Notes, plus accrued and unpaid interest, if any, pursuant to the provisions of Section 6.3 of the Supplemental Indenture, upon providing to the Company or any Paying Agent the completed Purchase Notice in the form on the reverse hereof or otherwise in accordance with the Applicable Procedures of the Depositary.

   If Holders of not less than 90% in aggregate principal amount of the Outstanding Notes validly tender and do not withdraw such Notes in a Change of Control Offer and the Company, or any third party making such an offer in lieu of the Company as described in Section 6.3(5) of the Supplemental Indenture, purchase all of such Notes properly tendered and not withdrawn by such Holders, the Company or such third party have the right, upon not less than 10 days' nor more than 60 days' prior notice (*provided* that such notice is given not more than 60 days following such repurchase pursuant to the applicable Change of Control Offer) to redeem all Notes that remain Outstanding following such purchase on a date specified in such notice (the "Second Change of Control Purchase Date") and at a price in cash equal to 101% of the aggregate principal amount of the Notes repurchased plus accrued and unpaid interest, if any, on the Notes repurchased to, but excluding, the Second Change of Control Purchase Date.

6. *Global Security*. If this Note is a Global Security, then, in the event of a deposit or withdrawal of an interest in this Note, including an exchange, transfer, redemption, repurchase or conversion of this Note in part only, the Trustee, as custodian of the Depositary, shall make an adjustment on its records to reflect such deposit or withdrawal in accordance with the Applicable Procedures.

7. *Defaults and Remedies*. If an Event of Default shall occur and be continuing, the principal of all the Notes, together with accrued interest to the date of declaration, may be declared due and payable, or in certain circumstances, shall automatically become due and payable, in the manner and with the effect provided in the Supplemental Indenture.

As provided in and subject to the provisions of the Indenture, the Holder of this Note shall not have the right to institute any proceeding with respect to the Indenture or for the appointment of a receiver or trustee or for any other remedy thereunder, unless such Holder shall have previously given the Trustee written notice of a continuing Event of Default, and, among other things, the Holders of not less than 25% in aggregate principal amount of the Outstanding Notes shall have made written request to the Trustee to institute proceedings in respect of such Event of Default as Trustee. The foregoing shall not apply to any suit instituted by the Holder of this Note for the enforcement of any payment of principal hereof or premium, if any, or interest hereon, on or after the respective due dates expressed herein.

8. *Amendment, Supplement and Waiver*. The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Notes under the Indenture at any time by the Company and the Trustee with the written consent of the Holders of at least a majority in aggregate principal amount of the Outstanding Notes. The Indenture also contains provisions permitting the Holders of at least a majority in aggregate principal amount of the Outstanding Notes, on behalf of the Holders of all the Notes, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Note shall be conclusive and binding upon such Holder and upon all future Holders of this Note and of any Note issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof whether or not notation of such consent or waiver is made upon this Note or such other Note. Certain modifications or amendments to the Indenture require the consent of the Holder of each Outstanding Note affected.

   Notwithstanding any other provision in this note or in the Indenture, the Holder of this Note shall have the right, which is absolute and unconditional, to receive payment of the principal of and any premium and (subject to Section 307 of the Indenture) interest on this Note on the respective Stated Maturities therefor (or, in the case of redemption, on the Redemption Date), and to institute suit for the enforcement of any such payment, and such rights shall not be impaired without the consent of such Holder.

9. *Registration and Transfer*. As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Note is registrable on the Security Register upon surrender of this Note for registration of transfer at such office or agency of the Company as may be designated by it for such purpose in The City of St. Paul, Minnesota, or at such other offices or agencies as the Company may designate, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Registrar duly executed by, the Holder thereof or his attorney duly authorized in writing, and thereupon one or more new Notes, of authorized denominations and for the same aggregate principal amount, shall be issued to the designated transferee or transferees by the Registrar. As provided in the Indenture and subject to certain limitations therein set forth, Notes are exchangeable for a like aggregate principal amount of Notes of any authorized denominations as requested by the Holder surrendering the same upon surrender of the Note or Notes to be exchanged, at such office or agency of the Company. The Trustee upon such surrender by the Holder shall issue the new Notes in the requested denominations. No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

10. Prior to due presentment of this Note for registration of transfer, the Company, the Trustee, any Paying Agent and any agent of the Company, the Trustee or any Paying Agent may treat the Person in whose name such Note is registered as the owner thereof for all purposes, whether or not such Note be overdue, and neither the Company, the Trustee nor any Paying Agent or other such agent shall be affected by notice to the contrary.

11. ***Governing Law*. THE INDENTURE AND THIS SECURITY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

ABBREVIATIONS

The following abbreviations, when used in the inscription of the face of this Note, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	as tenant in common	UNIF GIFT MIN ACT	___ Custodian ___
TEN ENT	as tenants by the entireties (Cust)		(Cust) (Minor)
JT TEN	as joint tenants with right of survivorship and not as tenants in common		under Uniform Gifts to Minors Act ___ (State)

Additional abbreviations may also be used though not in the above list.

Section 3.3 Form of Purchase Notice.

PURCHASE NOTICE

(1) Pursuant to Section 6.3 of the Supplemental Indenture, the undersigned hereby elects to have this Note repurchased by the Company.

(2) The undersigned hereby directs the Trustee or the Company to pay it an amount in cash equal to 101% of the aggregate principal amount to be repurchased (as set forth below), plus interest accrued to, but excluding, the Change of Control Purchase Date, as applicable, as provided in the Supplemental Indenture.

Dated:

Signature(s)

Signature(s) must be guaranteed by an
Eligible Guarantor Institution with membership in an
approved signature guarantee program pursuant to Rule 17Ad
15 under the Securities Exchange
Act of 1934.

Signature Guaranteed

Principal amount to be repurchased:

Remaining aggregate principal amount following such
repurchase (which must be U.S.$2,000 or an integral multiple
of $1,000 in excess thereof):

NOTICE: The signature to the foregoing election must correspond to the name as written upon the face of this Note in every particular, without alteration or any change whatsoever.

Section 3.4 Form of Certificate of Authentication.

The Trustee's certificate of authentication shall be in substantially the following form:

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

Dated:

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION,
as Trustee

By: _____
Authorized Signatory

ARTICLE IV

REMEDIES

Section 4.1 Events of Default.

Section 501 of the Indenture shall, with respect to the Notes, be replaced in its entirety by the following:

"Event of Default," wherever used herein with respect to the Notes, means any one of the following events (whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(1) default in the payment of any interest upon any Note when it becomes due and payable, and continuance of such default for a period of 30 consecutive days;

(2) default in the payment of the principal of or premium, if any, on any Note at its Stated Maturity or when otherwise due and payable;

(3) default (which shall not have been cured or waived) (a) in the payment of any principal of or interest on any Indebtedness for borrowed money of the Company, aggregating more than $300,000,000 in principal amount, after giving effect to any applicable grace period or (b) in the performance of any other term or provision of any such Indebtedness of the Company, aggregating more than $300,000,000 in principal amount, that results in such Indebtedness becoming or being declared due and payable prior to the date on which it would otherwise become due and payable, and such acceleration shall not have been rescinded or annulled, or such Indebtedness shall not have been discharged, within a period of 60 consecutive days after there has been given, by registered or certified mail, to the Company by the Trustee or to the Company and the Trustee by the Holders of at least 25% in principal amount of the Outstanding Notes, a written notice specifying such default and stating that such notice is a "Notice of Default" hereunder;

(4) default in the performance, or breach, of any covenant, agreement or warranty of the Company applicable to the Notes in this Supplemental Indenture, the Indenture as supplemented or amended or the Notes, and continuance of such default for a period of 90 consecutive days after there has been given, by registered or certified mail, to the Company by the Trustee or to the Company and the Trustee by the Holders of at least 25% in principal amount of the Outstanding Notes, a written notice specifying such default and requiring it to be remedied and stating that such notice is a "Notice of Default" hereunder;

(5) the entry by a court having jurisdiction in the premises of (a) a decree or order for relief in respect of the Company or any Restricted Subsidiary of the Company in an involuntary case or proceeding under any applicable Federal or State bankruptcy, insolvency, reorganization or other similar law or (b) a decree or order (i) adjudging the Company or any Restricted Subsidiary of the Company a bankrupt or insolvent, (ii) that approves as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the

Company or any Restricted Subsidiary of the Company under any applicable Federal or State law, (iii) appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official in respect of the Company or any Restricted Subsidiary of the Company or in respect of any substantial part of the Property of the Company or any Restricted Subsidiary of the Company, or (iv) ordering the winding up or liquidation of the affairs of the Company or any Restricted Subsidiary of the Company, and, in each case, the continuance of any such decree or order for relief or any such other decree or order unstayed and in effect for a period of 60 consecutive days; or

(6) (a) the commencement by the Company or any Restricted Subsidiary of the Company of a voluntary case or proceeding under any applicable Federal or State bankruptcy, insolvency, reorganization or other similar law or of any other case or proceeding to be adjudicated a bankrupt or insolvent, (b) the consent by the Company or a Restricted Subsidiary of the Company to the entry of a decree or order for relief in respect of the Company or any Restricted Subsidiary of the Company in an involuntary case or proceeding under any applicable Federal or State bankruptcy, insolvency, reorganization or other similar law or to the commencement of any bankruptcy or insolvency case or proceeding against the Company or any Restricted Subsidiary of the Company, (c) the filing by the Company or a Restricted Subsidiary of the Company of a petition or answer or consent seeking reorganization or similar relief under any applicable Federal or State law, or the consent by the Company or a Restricted Subsidiary of the Company to the filing of such petition, (d) the consent by the Company or any Restricted Subsidiary of the Company to the appointment of a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official in respect of the Company or a Restricted Subsidiary of the Company or of any substantial part of the Property of the Company or any Restricted Subsidiary of the Company or to any such custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official taking possession thereof, (e) the making by the Company or any Restricted Subsidiary of the Company of a general assignment for the benefit of creditors, (f) the admission by the Company or a Restricted Subsidiary of the Company in writing of its inability to pay its debts generally as they become due, or (g) the taking of corporate action by the Company or any Restricted Subsidiary of the Company in furtherance of any such action."

Section 4.2 Acceleration of Maturity; Rescission and Annulment.

The second paragraph of Section 502 of the Indenture shall not be applicable to the Notes.

(1) The first paragraph of Section 502 of the Indenture shall, with respect to the Notes, be replaced in its entirety with the following:

"If an Event of Default, other than an Event of Default specified in Section 4.1(5) or Section 4.1(6) of this Supplemental Indenture, occurs with respect to the Outstanding Notes and is continuing, then either the Trustee, by notice to the Company, or the Holders of not less than 25% in principal amount of the Outstanding Notes, by notice to the Trustee and the Company, may declare the principal of, and premium, if any, and accrued and unpaid interest on, all of the Notes to be due and payable immediately. If an Event of Default specified in Section 4.1(5) or Section 4.1(6) of this Supplemental Indenture occurs, the principal amount of, and premium, if any, and accrued and unpaid interest on, all the Notes shall automatically become immediately due and payable without any declaration or act by the Trustee, the Holders of the Notes or any other party."

ARTICLE V

REDEMPTION OF SECURITIES

The provisions of Article Eleven of the Indenture shall, with respect to the Notes, be replaced in their entirety with the provisions of this Article V.

Section 5.1 Optional Redemption.

(1) Prior to the Par Call Date, the Company may redeem the Notes, at its option, in whole or in part, at any time and from time to time, at a Redemption Price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of (i) the sum of the present values of the remaining scheduled payments of principal of and interest on the Notes to be redeemed discounted to the Redemption Date (assuming that the Notes matured on the Par Call Date), on a semi-annual basis (assuming a 360-day year of twelve 30-day months) at the Treasury Rate plus 20 basis points, less interest accrued to the date of redemption; and (ii) 100% of the principal amount of any Notes to be redeemed; *plus*, in either case, accrued and unpaid interest on the applicable Notes to the Redemption Date.

(2) On or after the Par Call Date for the Notes, the Company may redeem the Notes in whole or in part, at any time and from time to time, at a Redemption Price equal to 100% of the principal amount of the Notes being redeemed, *plus* accrued and unpaid interest thereon to the Redemption Date.

Section 5.2 Optional Tax Redemption.

(1) The Surviving Person may, at its option, redeem the Notes, in whole but not in part, at a redemption price equal to 100% of the principal amount of the Notes to be redeemed, plus accrued and unpaid interest on the Notes being redeemed (and any Additional Amounts) to, but not including the Redemption Date, if (a) at any time following a transaction to which the provisions of Section 801 of the Indenture (as amended by this Supplemental Indenture) applies, the Surviving Person is required to pay Additional Amounts pursuant to Section 6.4 of this Supplemental Indenture and (b) such obligation cannot be avoided by the Surviving Person taking reasonable measures available to it.

(2) Prior to the giving of any notice of redemption in respect of the foregoing, the Surviving Person shall deliver to the Trustee an opinion of independent tax counsel of recognized standing to the effect that the Surviving Person is or would be obligated to pay such Additional Amounts.

(3) No notice of redemption pursuant to this Section 5.2 may be given earlier than 90 days prior to the earliest date on which the Surviving Person would be obligated to pay Additional Amounts if a payment in respect of the relevant Notes were then due.

Section 5.3 Optional Redemption Procedures.

(1) The Company's actions and determinations in determining the Redemption Price shall be conclusive and binding for all purposes, absent manifest error. For so long as the Notes are held by DTC (or another depositary), the redemption of the Notes shall be done in accordance with the policies and procedures of the depositary.

(2) The election of the Company to redeem any Notes pursuant to Section 5.1 or Section 5.2 shall be evidenced by a Board Resolution or an Officers' Certificate issued pursuant to a Board Resolution.

(3) If the Company chooses to redeem less than all of the Notes pursuant to Section 5.1, then the Company shall notify the Trustee at least five days before giving notice of redemption, or such shorter period as is satisfactory to the Trustee, of the aggregate principal amount of the Notes to be redeemed and the Redemption Date.

In the case of a partial redemption, selection of the Notes for redemption shall be made pro rata, by lot or by such other method as the Trustee in its sole discretion deems appropriate and fair. No Notes of a principal amount of $2,000 or less shall be redeemed in part.

The Trustee shall promptly notify the Company in writing of the Notes selected for redemption and, in the case of any Notes selected for partial redemption, the principal amount thereof to be redeemed.

For all purposes of this Supplemental Indenture, unless the context otherwise requires, all provisions relating to the redemption of Notes shall relate, in the case of any Notes redeemed or to be redeemed only in part, to the portion of the principal amount of such Notes which has been or is to be redeemed.

(4) Notice of any redemption pursuant to Section 5.1 and Section 5.2 shall be mailed or electronically delivered (or otherwise transmitted in accordance with the Applicable Procedures) at least 10 days but no more than 60 days before the Redemption Date to Holders of any Notes to be redeemed, except that notice may be given more than 60 days prior to the date fixed for redemption if the notice is issued in connection with a Defeasance, Covenant Defeasance or satisfaction and discharge. Failure to give notice in the manner herein provided to the Holder of any Notes designated for redemption as a whole or in part, or any defect in the notice to any such Holder, shall not affect the validity of the proceedings for the redemption of any Notes or portion thereof, and any notice given in the manner herein provided shall be conclusively presumed to have been duly given, whether or not the applicable Holder receives the notice.

All notices of redemption shall state:

(i) the Redemption Date;

(ii) the Redemption Price or the manner of calculating the Redemption Price (in which case no Redemption Price need be specified);

(iii) the aggregate principal amount of the Notes to be redeemed;

(iv) if less than all of the Outstanding Notes are to be redeemed, the identification (and, in the case of partial redemption, the portions of the principal amounts) of the particular Notes to be redeemed;

(v) that on the Redemption Date the Redemption Price shall become due and payable upon each such Note to be redeemed and that interest thereon shall cease to accrue on and after said date;

(vi) the place or places where such Notes are to be surrendered for payment of the Redemption Price;

(vii) the CUSIP numbers of such Notes, if any (or any other numbers used by the Depositary to identify such Notes);

(viii) if the redemption is subject to the satisfaction of one or more conditions precedent, each such condition, and that such redemption may not occur and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied (or waived by the Company in its sole discretion) by the Redemption Date; and

(ix) that, unless the Company defaults in paying the Redemption Price, interest shall cease to accrue on the Notes called for redemption on the Redemption Date.

Any notice of any redemption of Notes may, at the Company's discretion, be given subject to one or more conditions precedent, including, but not limited to, completion of a corporate transaction that is pending (such as an equity or equity-linked offering, an incurrence of indebtedness or an acquisition or other strategic transaction involving a change of control in us or another entity). If such redemption is so subject to satisfaction of one or more conditions precedent, such notice shall describe each such condition, and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied or otherwise waived by the relevant Redemption Date.

Notice of redemption of Notes to be redeemed shall be given by the Company or, on Company Request, by the Trustee at the expense of the Company. Any notice of redemption may provide that payment of the Redemption Price and the performance of the Company's obligations with respect to such redemption may be performed by another Person.

(5) At or before 11:00 a.m., New York time, on any Redemption Date, the Company shall deposit with the Trustee or with a Paying Agent (or, if the Company is acting as its own Paying Agent, segregate and hold in trust as provided in Section 1003 of the Indenture) an amount of money sufficient to pay the Redemption Price of all the Notes which are to be redeemed on that date.

(6) Notice of redemption having been given as aforesaid, the Notes so to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the Company shall default in the payment of the Redemption Price) such Notes shall cease to bear interest. Upon surrender of any such Note for redemption in accordance with said notice, such Note shall be paid by the Company at the Redemption Price; *provided*, *however*, that installments of interest whose Stated Maturity is prior to the Redemption Date shall be payable to the Holders of such Notes registered as such at the close of business on the relevant Regular Record Dates according to their terms.

If any Note called for redemption shall not be so paid upon surrender thereof for redemption, the principal thereof shall, until paid, bear interest from the Redemption Date at the rate borne by the Note.

(7) Any Note which is to be redeemed only in part shall be surrendered at an office or agency in accordance with the notice of redemption (with, if the Company or the Trustee shall so require, due endorsement by, or a written instrument of transfer in form satisfactory to the Company and the Trustee duly executed by, the Holder thereof or its attorney duly authorized in writing), and the Company shall execute, and the Trustee shall authenticate and deliver to the Holder of such Note, without service charge, a new Note or Notes of any authorized denominations as requested by such Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Note so surrendered.

ARTICLE VI

PARTICULAR COVENANTS

Section 6.1 Liens.

The Company shall not, and shall not permit any of its Restricted Subsidiaries to, create or assume, except in the Company's favor or in favor of one or more of its Wholly-Owned Subsidiaries, any Lien on any Principal Property, or upon any Capital Stock or Indebtedness of any of the Company's Restricted Subsidiaries, that secures any Indebtedness of the Company or such Restricted Subsidiary unless the Outstanding Notes are secured equally and ratably with (or prior to) the obligations so secured by such Lien, except that the foregoing restriction does not apply to any one or more of the following types of Liens:

(1) Liens in connection with workers' compensation, unemployment insurance or other social security obligations (which phrase shall not be construed to refer to ERISA or the minimum funding obligations under Section 412 of the Code);

(2) Liens to secure the performance of bids, tenders, letters of credit, contracts (other than contracts for the payment of Indebtedness), leases, statutory obligations, surety, customs, appeal, performance and payment bonds and other obligations of a similar nature, in each such case arising in the ordinary course of business;

(3) mechanics', workmen's, carriers', warehousemen's, materialmen's, landlords', or other similar Liens arising in the ordinary course of business with respect to obligations (i) which are not more than 30 days' past due or are being contested in good faith and by appropriate action or (ii) the nonpayment of which in the aggregate would not reasonably be expected to have a material adverse effect on the Company and its Subsidiaries, taken as a whole;

(4) Liens for taxes, assessments, fees or governmental charges or levies which (a) are not delinquent, (b) are payable without material penalty, (c) are being contested in good faith and by appropriate action or (d) the nonpayment of which in the aggregate would not reasonably be expected to have a material adverse effect on the Company and its Subsidiaries, taken as a whole;

(5) Liens consisting of attachments, judgments or awards against the Company or any of its Subsidiaries with respect to which an appeal or proceeding for review shall be pending or a stay of execution shall have been obtained, or which are otherwise being contested in good faith and by appropriate action, and in respect of which adequate reserves shall have been established in accordance with GAAP on the books of the Company or any of its Subsidiaries;

(6) easements, rights of way, restrictions, leases of Property to others, easements for installations of public utilities, title imperfections and restrictions, zoning ordinances and other similar encumbrances affecting Property which in the aggregate do not materially impair the operation of the business of the Company and its Subsidiaries taken as a whole;

(7) Liens existing on the date of the Supplemental Indenture and securing Indebtedness or other obligations of the Company or any of its Subsidiaries;

(8) statutory Liens in favor of lessors arising in connection with Property leased to the Company or any of its Subsidiaries;

(9) Liens on Margin Stock to the extent that a prohibition on such Liens pursuant to this Section 6.1 would violate Regulation U of the Board of Governors of the Federal Reserve System of the United States of America, as the same may be amended or supplemented from time to time;

(10) Liens on Property hereafter acquired by the Company or any of its Subsidiaries created within 365 days of such acquisition (or in the case of real property, completion of construction including any improvements or the commencement of operation of the Property, whichever occurs later) to secure or provide for the payment or financing of all or any part of the purchase price or construction thereof; *provided* that the Lien secured thereby shall attach only to the Property so acquired or constructed and related assets (except that individual financings by one Person (or an Affiliate thereof) may be cross-collateralized to other financings provided by such Person and its Affiliates that are permitted by this clause (10));

(11) Liens in respect of financing leases and Permitted Sale-Leaseback Transactions;

(12) (a) Liens on the Property of a Person that becomes a Subsidiary of the Company after the date hereof;*provided* that (i) such Liens existed at the time such Person becomes a Subsidiary of the Company and were not created in anticipation thereof, (ii) any such Liens are not extended to any Property of the Company or of any Subsidiary of the Company, other than the Property or assets of such Subsidiary and (b) Liens on the proceeds of Indebtedness incurred to finance an acquisition, investment or refinancing pursuant to customary escrow or similar arrangements to the extent such proceeds (i) secure such Indebtedness or are otherwise restricted in favor of the holders of such Indebtedness and (ii) shall be required to repay such Indebtedness if such acquisition, investment or refinancing is not consummated;

(13) Liens on Property existing at the time of acquisition thereof and not created in contemplation thereof;

(14) Liens (a) of a collecting bank arising under Section 4-208 of the Uniform Commercial Code on the items in the course of collection, (b) in favor of a banking institution arising as a matter of law encumbering deposits (including the right of set off) and which are within the general parameters customary in the banking industry, and (c) Liens on assets in order to secure defeased and/or discharged Indebtedness;

(15) Liens securing Securitized Indebtedness and receivables factoring, discounting, facilities or securitizations;

(16) any extension, renewal, refinancing, substitution or replacement (or successive extensions, renewals, refinancings, substitutions or replacements), as a whole or in part, of any of the Liens referred to in paragraphs (7), (10), (12), (13), and (21) of this Section 6.1 to the extent that the principal amount secured by such Lien at such time is not increased (other than increases related to required premiums, accrued interest and reasonable fees and expenses in connection with such extensions, renewals, refinancings, substitutions or replacements); *provided* that such extension, renewal, refinancing, substitution or replacement Lien shall be limited to all or any part of substantially the same Property or assets that secured the Lien extended, renewed, refinanced, substituted or replaced (plus improvements on such Property and proceeds thereof);

(17) Liens on proceeds of any of the assets permitted to be the subject of any Lien or assignment permitted by this Section 6.1;

(18) Liens upon specific items of inventory or other goods of any Person securing such Person's obligation in respect of banker's acceptances issued or created in the ordinary course of business for the account of such Person to facilitate the purchase, shipment, or storage of such inventory or other goods;

(19) Liens (a) that are contractual rights of set-off (i) relating to the establishment of depository relations with banks not given in connection with the issuance of debt, (ii) relating to pooled deposit or sweep accounts to permit satisfaction of overdraft or similar obligations and other cash management activities incurred in the ordinary course of business or (iii) relating to purchase orders and other agreements entered into with customers in the ordinary course of business and (b) (i) of a collection bank arising under Section 4-210 of the Uniform Commercial Code on items in the course of collection, (ii) encumbering reasonable customary initial deposits and margin deposits and attaching to commodity trading accounts or other brokerage accounts incurred in the ordinary course of business, (iii) in favor of banking institutions

arising as a matter of law or pursuant to customary account agreements encumbering deposits (including the right of set-off) and which are within the general parameters customary in the banking industry, and (iv) of financial institutions funding the vault cash or other arrangements, pursuant to which various financial institutions fund the cash requirements of automated teller machines and cash access facilities operated by the Company or its Subsidiaries at customer locations (the "Vault Cash Operations"), in the cash provided by such institutions for such Vault Cash Operations;

(20) Liens pursuant to the terms and conditions of any contracts between the Company or any Subsidiary and the U.S. government, and

(21) other Liens; *provided* that, without duplication, the aggregate sum of all obligations and Indebtedness secured by Liens incurred pursuant to this paragraph (21), together with the aggregate principal amount secured by Liens incurred pursuant to paragraph (16) of this Section 6.1 that extend, renew, refinance, substitute for or replace Liens incurred under this paragraph (21) and the aggregate Attributable Value of any Property involved in a sale-leaseback transaction that is permitted to be incurred solely because it falls under the Applicable Threshold described in the proviso contained in the definition of "Permitted Sale-Leaseback Transactions," would not exceed the greater of (i) $1,000,000,000 and (ii) 15.0% of Net Worth as determined at the time of, and immediately after giving effect to, the incurrence of such Lien based on the balance sheet for the end of the most recent quarter for which financial statements are available.

Any Lien created for the benefit of the Holders of the Notes pursuant to thisSection 6.1 shall provide by its terms that such Lien shall be automatically and unconditionally released and discharged upon the release and discharge of the Lien giving rise to the obligation to equally and ratably secure the notes.

Section 6.2 Sale and Lease-Back Transactions.

Neither the Company nor any of its Restricted Subsidiaries may sell or transfer to any Person other than the Company or any of its Subsidiaries any Principal Property owned by the Company or any of its Restricted Subsidiaries with the intention of taking back a lease thereof, other than Permitted Sale-Leaseback Transactions.

Section 6.3 Right to Require Repurchase Upon a Change of Control Triggering Event.

(1) Upon the occurrence of any Change of Control Triggering Event, each Holder of Notes shall have the right to require the Company to repurchase all or any part of such Holder's Notes pursuant to the offer described below (the "Change of Control Offer") on the terms set forth herein (*provided* that with respect to the Notes submitted for repurchase in part, the remaining portion of such Notes is in a principal amount of $2,000 or an integral multiple of $1,000 in excess thereof) at a purchase price in cash equal to 101% of the aggregate principal amount of the Notes repurchased plus accrued and unpaid interest, if any, on the Notes repurchased, to, but not including, the date of purchase (the "Change of Control Payment").

(2) Within 30 days following any Change of Control Triggering Event, the Company shall mail (or otherwise deliver in accordance with the Applicable Procedures) a notice to Holders of Notes, with a written copy to the Trustee, which notice shall govern the terms of the Change of Control Offer. Such notice shall state:

(i) a description of the transaction or transactions that constitute the Change of Control Triggering Event;

(ii) that the Change of Control Offer is being made pursuant to this Section 6.3 and that all Notes validly tendered shall be accepted for payment;

(iii) the Change of Control Payment and the "Change of Control Purchase Date," which date shall be a Business Day that is no earlier than 10 days and no later than 60 days from the date such notice is given, other than as may be required by law; and

(iv) if the notice is mailed prior to the date of the consummation of the Change of Control, the notice shall state that the Change of Control Offer is conditioned on the Change of Control Triggering Event occurring on or prior to the Change of Control Purchase Date; *provided* that if the Change of Control Triggering Event occurs after such Change of Control Purchase Date, the Company shall be required to offer to purchase the Notes as otherwise set forth in this Section 6.3.

(3) On the Change of Control Purchase Date, the Company shall be required, to the extent lawful, to:

(i) accept for payment all Notes or portions of Notes properly tendered and not properly withdrawn pursuant to the Change of Control Offer;

(ii) deposit with the Paying Agent an amount equal to the Change of Control Payment in respect of all Notes or portions of Notes properly tendered; and

(iii) deliver or cause to be delivered to the Trustee the Notes properly accepted together with an Officers' Certificate stating the aggregate principal amount of Notes or portions of Notes being purchased.

The Paying Agent shall promptly mail or otherwise deliver to each Holder of Notes properly tendered the Change of Control Payment for such Notes (or with respect to Global Notes otherwise make such payment in accordance with the Applicable Procedures of the Depositary), and the Trustee shall promptly authenticate and mail (or cause to be transferred by book-entry) to each Holder of Notes properly tendered a new Note equal in principal amount to any unpurchased portion of any Notes surrendered; *provided* that each new Note shall be in a principal amount of $2,000 or an integral multiple of $1,000 in excess thereof.

(4) The Company shall comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of Notes as a result of a Change of Control Triggering Event. To the extent that the provisions of any securities laws or regulations conflict with this Section 6.3, the Company shall comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations under this Section 6.3 by virtue of such conflicts.

(5) Notwithstanding the foregoing, the Company shall not be required to make a Change of Control Offer for the Notes upon a Change of Control Triggering Event if (a) a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for an offer made by the Company and such third party purchases all the Notes properly tendered and not withdrawn under its offer or (b) prior to the occurrence of the related Change of Control Triggering Event, the Company has given written notice of a redemption as provided under Section 5.1 unless the Company has failed to pay the Redemption Price on the Redemption Date.

(6) If Holders of not less than 90% in aggregate principal amount of the Outstanding Notes validly tender and do not withdraw such Notes in a Change of Control Offer and the Company, or any third party making such an offer in lieu of the Company as described in Section 6.3(5) of this Supplemental Indenture, purchase all of such Notes properly tendered and not withdrawn by such Holders, the Company or such third party have the right, upon not less than 10 days' nor more than 60 days' prior notice (*provided* that such notice is given not more than 60 days following such repurchase pursuant to the applicable Change of Control Offer) to redeem all Notes that remain Outstanding following such purchase on a date specified in such notice (the "Second Change of Control Purchase Date") and at a price in cash equal to 101% of the aggregate principal amount of the Notes repurchased plus accrued and unpaid interest, if any, on the Notes repurchased to, but excluding, the Second Change of Control Purchase Date.

Section 6.4 Additional Amounts.

If, following any transaction permitted by Section 801 of the Indenture (as amended by this Supplemental Indenture), the Surviving Person is organized under the laws of a jurisdiction other than the United States, any state or territory thereof or the District of Columbia, all payments made to each holder or beneficial owner by the Surviving Person under, or with respect to, the Notes shall be made free and clear of, and without withholding or deduction for or on account of, any Taxes imposed or levied by or on behalf of the jurisdiction of organization of the Surviving Person or any political subdivision thereof or taxing authority therein (the "Taxing Jurisdiction"), unless such withholding or deduction is required by law or by the official interpretation or administration thereof.

If any amount for, or on account of, such Taxes is required to be withheld or deducted by the Surviving Person from any payment made under or with respect to the Notes to a holder or beneficial owner, the Surviving Person shall pay such additional amounts (the "Additional Amounts") as may be necessary so that the net amount received by each Holder or beneficial owner (including Additional Amounts) after such withholding or deduction shall not be less than the amount such Holder or beneficial owner would have received if such Taxes had not been required to be withheld or deducted; *provided*, *however*, that the foregoing obligation to pay Additional Amounts does not apply to:

(1) any Taxes imposed by the United States, including any Taxes withheld or deducted pursuant to Sections 1471 through 1474 of the Internal Revenue Code of 1986, as amended (or any amended or successor version of such Sections), any U.S. Treasury regulations promulgated thereunder, any official interpretations thereof or any agreements (including any law implementing any such agreement) entered into in connection with the implementation thereof;

(2) any Taxes that would not have been so imposed but for the existence of any present or former connection between the relevant Holder or any beneficial owner (or between a fiduciary, settlor, beneficiary, member or shareholder of, or possessor of power over the relevant holder or beneficial owner, if the relevant Holder or beneficial owner is an estate, nominee, trust or entity) and a Taxing Jurisdiction (other than the mere receipt of such payment or the ownership or holding of such Note outside of the Surviving Person's country of organization);

(3) any Taxes that are imposed or withheld by reason of the failure by the relevant Holder or any beneficial owner of the Notes to comply on a timely basis with a written request of the Surviving Person addressed to such Holder or any beneficial owner to provide certification, information, documents or other evidence concerning the nationality, residence or identity of such Holder or beneficial owner or to make any declaration or similar claim or satisfy any other reporting requirement relating to such matters, which is required by a statute, treaty, regulation or administrative practice of the applicable Taxing Jurisdiction as a precondition to exemption from, or reduction in the rate of withholding or deduction of, all or part of such Taxes;

(4) any estate, inheritance, gift, sales, excise, transfer, personal property tax or similar tax, duty, assessment or governmental charge;

(5) any Taxes that are payable other than by deduction or withholding from a payment on or in respect of the Notes;

(6) any Taxes that are withheld or deducted by a Paying Agent from a payment if the payment could have been made by another Paying Agent without such withholding or deduction;

(7) any Taxes that are payable by any Person acting as custodian bank or collecting agent on behalf of a Holder, or otherwise in any manner which does not constitute a withholding or deduction by the Surviving Person, its Paying Agent, or any successor thereof from payments made by it;

(8) any Taxes that are payable by reason of a change in law that becomes effective more than 15 days after the relevant payment becomes due and is made available for payment to the Holders, unless such Taxes would have been applicable had payment been made within such 15 day period;

(9) any Taxes that are deducted or withheld pursuant to (a) any European Union directive or regulation concerning the taxation of interest income; (b) any international treaty or understanding relating to such taxation and to which the Taxing Jurisdiction or the European Union is a party or (c) any provision of law implementing, or complying with, or introduced to conform with, such directive, regulation, treaty or understanding; or

(10) any combination of the Taxes described above.

In addition, the Surviving Person shall not be required to pay Additional Amounts to a Holder that is a fiduciary or partnership or any Person other than the sole beneficial owner of such payment, to the extent that a beneficiary or settlor with respect to such fiduciary, a member of such a partnership or the beneficial owner of such payment would not have been entitled to the Additional Amounts had such beneficiary, settlor, member or beneficial owner been the actual Holder of such note.

Whenever in this Supplemental Indenture, the Indenture, a Board Resolution, an Officers' Certificate, or any Note, reference is made in any context to the principal of, and any interest on, any Note, such mention shall be deemed to include any relevant Additional Amounts to the extent that, in such context, Additional Amounts are, were or would be payable in respect of such Note.

The obligations described under this Section 6.4 shall survive any termination or discharge of the Indenture or this Supplemental Indenture, any Defeasance of the Notes and shall apply *mutatis mutandis* to any jurisdiction in which any successor Person to the Company or any Surviving Person is organized or any political subdivision or taxing authority or agency thereof or therein.

ARTICLE VII

SUPPLEMENTAL INDENTURES

Section 7.1 Supplemental Indentures without Consent of Holders of Notes.

Section 901 of the Indenture shall, with respect to the Notes, be replaced in its entirety with the following:

"Without the consent of any Holders of the Notes, the Company, when authorized by a Board Resolution, together with the Trustee, at any time and from time to time, may modify or amend the Indenture, this Supplemental Indenture and the terms of the Notes to:

(1) allow the successor (or successive successors) to the Company to assume the Company's obligations under the Indenture, this Supplemental Indenture and the Notes pursuant to the provisions under Article VIII;

(2) add to the covenants of the Company for the benefit of the Holders of the Notes or the Trustee, Paying Agent, Registrar or other agent or similar Person or surrender any right or power conferred upon the Company under this Supplemental Indenture, the Indenture or the Notes;

(3) add any additional Events of Default;

(4) add to or change any provisions of this Supplemental Indenture, the Indenture or the Notes to the extent necessary to permit or facilitate the issuance of Notes in uncertificated form;

(5) amend or supplement any provisions of this Supplemental Indenture, the Indenture or the Notes to the extent such amendment or supplement does not apply to any outstanding Notes issued prior to the date of such amendment or supplement and entitled to the benefits of such provision;

(6) secure the Notes and provide for the terms of the release of such security;

(7) add guarantees with respect to the obligations of the Company under the Notes and provide for the terms of the release of such guarantees;

(8) provide for a successor Trustee with respect to the Notes or otherwise change any of the provisions of this Supplemental Indenture or the Indenture as shall be necessary to provide for or facilitate the administration of the trusts thereunder by more than one Trustee;

(9) provide for the issuance of Additional Notes to the extent permitted under the Indenture;

(10) provide for a co-issuer with respect to the Notes;

(11) cure any ambiguity, omission, defect or inconsistency, as determined in good faith by the Company;

(12) conform this Supplemental Indenture, the Indenture or the Notes to the Description of the Notes and Description of Debt Securities contained in the Company's prospectus supplement dated February 27, 2023 and prospectus dated July 29, 2021 relating to the Notes;

(13) comply with the rules and regulations of DTC or any other clearing system or Depositary and the rules and regulations of any securities exchange or automated quotation system on which the Notes may be listed or traded; or

(14) make any other amendment or supplement to this Supplemental Indenture, the Indenture or the Notes, as long as that amendment or supplement does not adversely affect the rights of the Holders of any Notes in any material respect, as determined in good faith by the Company.

No amendment to this Supplemental Indenture, the Indenture or the Notes made solely to conform this Supplemental Indenture, the Indenture or the Notes to the Description of the Notes and Description of Debt Securities contained in the Company's prospectus supplement dated February 27, 2023 and prospectus dated July 29, 2021 relating to the Notes, shall be deemed to adversely affect the interests of the Holders of the Notes.

Upon the request of the Company, when authorized by a Board Resolution, the Trustee shall join with the Company in the execution of any amended Supplemental Indenture authorized or permitted by the terms of the Indenture or this Supplemental Indenture and to make any further appropriate agreements and stipulations which may be contained therein."

Section 7.2 Supplemental Indentures with Consent of Holders of Notes

The first paragraph, including clauses (1) through (5) thereof, of Section 902 of the Indenture shall, with respect to the Notes, be replaced with the following:

"With the consent of the Holders of a majority in principal amount of the Outstanding Notes affected by such supplemental indenture, by Act of said Holders delivered to the Company and the Trustee, the Company, when authorized by a Board Resolution, and the Trustee may enter into an indenture or indentures supplemental hereto for purpose adding any provisions to or changing an any manner or eliminating any of the provisions of the Indenture, the Supplemental Indenture or the Notes or of modifying in any manner the rights of the Holders of the Notes; *provided*, *however*, that no such supplemental indenture shall, without the consent of the Holder of each Outstanding Note affected thereby:

(1) change the Stated Maturity of the principal of, or any installment of interest on, any Note;

(2) reduce the principal of, or rate of interest on, any Note;

(3) reduce any amount payable upon the redemption or purchase at the option of the Holder of any Note;

(4) change any place of payment where, or the currency in which, any principal of, or premium, if any, or interest on, any Note is payable;

(5) impair the right to institute suit for the enforcement of any payment on, or with respect to, any Note on or after the Stated Maturity or Redemption Date; or

(6) reduce the percentage in principal amount of Outstanding Notes the consent of whose Holders is required for modification or amendment of the Indenture or this Supplemental Indenture or for waiver of compliance with provisions of the Indenture or this Supplemental Indenture or waiver of defaults, in each case, with respect to or in respect of provisions hereof and thereof that cannot be modified or waived without the consent of the Holder of each Outstanding Note affected thereby."

The second paragraph of Section 902 of the Indenture shall, with respect to the Notes, add the following as the last sentence thereto:

"In addition, the Holders of at least a majority in aggregate principal amount of the Outstanding Notes may, on behalf of the Holders of all Notes waive compliance with the Company's covenants described under Section 6.1 and 6.2 of this Supplemental Indenture."

ARTICLE VIII

CONSOLIDATION, MERGER, CONVEYANCE, TRANSFER OR LEASE

Section 8.1 Company May Consolidate, Etc. on Certain Terms.

Section 801 of the Indenture shall, with respect to the Notes, be replaced with the following:

"The Company shall not in a single transaction or a series of related transactions, consolidate or merge with or into any other Person, permit any other Person to consolidate with or merge into the Company or convey, transfer or lease all or substantially all of the Properties and assets of the Company and its Subsidiaries, taken as a whole, to any other Person, unless:

(1) the Company is the surviving entity, or the Person formed by such consolidation or merger (if other than the Company) or the Person to which all or substantially all of the Properties and assets of the Company and its Subsidiaries, taken as a whole, are conveyed, transferred or leased, as the case may be (the "Surviving Person"), shall be an entity organized and existing under the laws of the United States of America (or any state or territory thereof or the District of Columbia), the United Kingdom (or any constituent country thereof), Germany, France, Luxembourg, the Netherlands, Ireland or Canada (or any province or territory thereof) and shall expressly assume, by a supplemental indenture executed and delivered to the Trustee, in form reasonably satisfactory to the Trustee, the due and punctual payment of the principal of and any premium and interest on the Outstanding Notes and the performance and observance of every covenant of this Supplemental Indenture and the Indenture on the part of the Company to be performed or observed;

(2) immediately after giving effect to any such transaction and treating any Indebtedness that becomes an obligation of the Company or any Subsidiary of the Company as a result of such transaction as having been incurred by the Company or any Subsidiary of the Company at the time of such transaction, there shall not be any Default or Event of Default;

(3) if, as a result of any such transaction, the Properties or assets of the Company would become subject to a Lien which would not be permitted under Section 6.1 of this Supplemental Indenture, the Company or such successor Person, as the case may be, shall take those steps that are necessary to secure all the Outstanding Notes equally and ratably with Indebtedness secured by that Lien; and

(4) the Company shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent to the consummation of the particular consolidation, merger, conveyance, transfer or lease under this Supplemental Indenture and the Indenture have been complied with."

Section 8.2 Successor Corporation Substituted.

Section 802 of the Indenture shall, with respect to the Notes, be replaced with the following:

"Upon any consolidation or merger by the Company with or into any other Person or any sale, transfer, lease or conveyance of all or substantially all of the Properties and assets of the Company and its Subsidiaries, taken as a whole, to any other Person in accordance with Section 8.1, the successor Person formed by such consolidation or merger or to which such conveyance, transfer or lease is made shall succeed to, and be substituted for, and may exercise every right and power of, the Company under this Supplemental Indenture and the Indenture with the same effect as if such successor Person has been named as the Company herein, and thereafter, except in the case of a lease to another Person, the predecessor Person shall be relieved of all obligations and covenants under the Indenture, this Supplemental Indenture and the Notes (to the extent the Company was the predecessor Person)."

ARTICLE IX

NO GUARANTORS

Article 15 of the Indenture shall not be applicable to the Notes.

ARTICLE X

DEFEASANCE

Section 10.1 Covenant Defeasance.

The provisions of Article Thirteen of the Indenture shall be applicable to the Notes, except that any reference to "Holders" in Section 1304(2), (3) of the Indenture shall be replaced by "beneficial owners" with respect to the Notes. For purposes of the foregoing, the phrase "and any covenants provided pursuant to Section 301(19)" appearing in the first sentence of Section 1303 of the Indenture, and words of like import appearing throughout the Indenture in furtherance of the application of the provisions of Article Thirteen of the Indenture to the Notes, shall be deemed to refer explicitly to the provisions of Articles VI (exclusive of Section 6.3 thereof to which the provisions of Article Thirteen of the Indenture shall not apply) and VIII of this Supplemental Indenture.

ARTICLE XI

MISCELLANEOUS

Section 11.1 Survivability, Governing Law, etc.

(1) The Indenture, as supplemented and amended by this Supplemental Indenture, is in all respects adopted, ratified and confirmed, and all of the terms, provisions and conditions thereof shall be and remain in full force and effect, and this Supplemental Indenture and all its provisions shall be deemed a part thereof.

(2) In case any provision in this Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(3) THIS SUPPLEMENTAL INDENTURE AND THE NOTES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICTS OF LAWS AND RULES THEREOF.

(4) This Supplemental Indenture and the Notes (and each amendment, modification and waiver in respect of this Supplemental Indenture or the Notes) may be executed and delivered in counterparts (including by electronic transmission (including .pdf file, .jpeg file or any electronic signature complying with the U.S. federal ESIGN Act of 2000, including Orbit, Adobe Sign, DocuSign, or any other similar platform identified by the Company and reasonably available at no undue burden or expense to the Trustee), each of which shall be deemed an original, and all of which together constitute one and the same instrument. Delivery of an executed counterpart signature page of this Supplemental Indenture by facsimile or any such electronic transmission shall be effective as delivery of a manually executed counterpart of this Supplemental Indenture. Any electronically signed document delivered via email from a person purporting to be an authorized officer shall be considered signed or executed by such authorized officer on behalf of the applicable person. The Trustee shall have no duty to inquire into or investigate the authenticity or authorization of any such electronic signature and shall be entitled to conclusively rely on any such electronic signature without any liability with respect thereto.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed all as of the day and year first above written.

COMPANY

FISERV, INC.
By: /s/ Robert W. Hau
Name: Robert W. Hau
Title: Chief Financial Officer

TRUSTEE

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee
By: /s/ Yvonne Siira
Name: Yvonne Siira
Title: Yvonne Siira

Exhibit 4.2

Execution Version

TWENTY-EIGHTH SUPPLEMENTAL INDENTURE

Dated as of March 2, 2023

Supplementing that Certain

INDENTURE

Dated as of November 20, 2007

Between

FISERV, INC.

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,

as Trustee

5.600% SENIOR NOTES DUE 2033

TABLE OF CONTENTS

This Twenty-Eighth Supplemental Indenture, dated as of March 2, 2023 (the "Supplemental Indenture"), between Fiserv, Inc., a corporation duly organized and existing under the laws of the State of Wisconsin, having its principal office at 255 Fiserv Drive, Brookfield, Wisconsin (herein called the "Company"), and U.S. Bank Trust Company, National Association (as successor in interest to U.S. Bank National Association), a national banking association, as trustee hereunder (herein called the "Trustee"), supplements that certain Indenture, dated as of November 20, 2007, among the Company, certain subsidiaries of the Company and the Trustee (the "Indenture").

RECITALS OF THE COMPANY

A. The Company has duly authorized the execution and delivery of the Indenture to provide for the issuance from time to time of its unsecured debentures, notes, or other evidences of indebtedness to be issued in one or more series as provided for in the Indenture.

B. The Indenture provides that the Securities of each series shall be in substantially the form set forth in the Indenture, or in such other form as may be established by or pursuant to a Board Resolution or in one or more supplemental indentures thereto, in each case with such appropriate insertions, omissions, substitutions, and other variations as are required or permitted by the Indenture, and may have such letters, numbers, or other marks of identification and such legends or endorsements placed thereon as may be required to comply with the rules of any securities exchange or Depositary therefor, the Code, or any applicable securities laws, or as may, consistently herewith, be determined by the officers executing such Securities, as evidenced by their execution thereof.

C. The Company and the Trustee have agreed that the Company shall issue and deliver, and the Trustee shall authenticate, Securities denominated as its "5.600% Senior Notes due 2033" pursuant to the terms of this Supplemental Indenture and substantially in the form set forth in Section 3.2 below, in each case with such appropriate insertions, omissions, substitutions, and other variations as are required or permitted by the Indenture and this Supplemental Indenture, and with such letters, numbers, or other marks of identification and such legends or endorsements placed thereon as may be required to comply with the rules of any securities exchange or Depositary therefor, the Code, or any applicable securities laws, or as may, consistently herewith, be determined by the officers executing such Notes, as evidenced by their execution of such Notes.

ARTICLE I

DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

Section 1.1 Definitions.

The terms defined in this Section 1.1 have the respective meanings specified in this Section 1.1 for all purposes of this Supplemental Indenture and of any indenture supplemental hereto (except as herein or therein otherwise expressly provided or unless the context of this Supplemental Indenture or such indenture supplemental hereto otherwise requires):

"Additional Amounts" has the meaning specified in Section 6.4.

"Additional Notes" means any Notes (other than the Initial Notes) issued pursuant to this Supplemental Indenture in accordance with Section 2.1(2) as part of the same series and with the same CUSIP number as the Initial Notes; *provided* that if any Additional Notes are issued at a price that causes such Additional Notes to have "original issue discount" within the meaning of the Code, such Additional Notes shall not have the same CUSIP number as the Initial Notes.

"Affiliate" means, with respect to any specified Person. any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, "control," when used with respect to any specified Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Applicable Procedures" means, with respect to any transfer or transaction involving a Global Security or beneficial interest therein, the rules and procedures of DTC, Euroclear, Clearstream or any other Depositary, in each case to the extent applicable to such transaction and as in effect from time to time.

"Applicable Threshold" has the meaning specified in the definition of "Permitted Sale-Leaseback Transaction."

"Applied Amounts" has the meaning specified in the definition of "Permitted Sale-Leaseback Transaction."

"Attributable Value" means, in respect of any sale-leaseback transaction, as of the time of determination, the lesser of (a) the sale price of the Principal Property involved in such transaction multiplied by a fraction the numerator of which is the remaining portion of the base term of the lease included in such sale-leaseback transaction and the denominator of which is the base term of such lease and (b) the present value (discounted at the rate of interest implicit in such transaction) of the total obligations of the lessee for rental payments during the remaining term of the lease involved in such transaction (including any period for which the lease has been extended).

"Below Investment Grade Rating Event" means that the rating of the Notes is lowered by each of the Rating Agencies and the Notes are rated below an Investment Grade Rating by each of the Rating Agencies, and such lowering occurs on any date from the date of the public notice of the Company's intention to effect a Change of Control until the end of the 60-day period following public notice of the occurrence of a Change of Control (which 60-day period shall be extended so long as the rating of the Notes is under publicly announced consideration for possible downgrade by either of the Rating Agencies as a result of the Change of Control); *provided* that a Below Investment Grade Rating Event otherwise arising by virtue of a particular reduction in rating shall not be deemed to have occurred in respect to a particular Change of Control (and thus shall not be deemed a Below Investment Grade Rating Event for purposes of the definition of Change of Control Triggering Event hereunder) if the Rating Agency or Rating Agencies making the reduction in rating to which this definition would otherwise apply do not announce or publicly confirm or inform the Trustee and the Company in writing at its or the Company's request that the reduction was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the applicable Change of Control (whether or not the applicable Change of Control shall have occurred at the time of the Below Investment Grade Rating Event).

"Business Day" means any day other than a Saturday, Sunday or other day on which banking institutions in The City of New York are authorized or obligated by law, regulation or executive order to close.

"Capital Stock" means, with respect to any Person, any and all shares, interests, participations or other equivalents (however designated) of capital stock of such Person and all warrants or options to acquire such capital stock.

"Change of Control" means the occurrence of any of the following: (a) the direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties and assets of the Company and its Subsidiaries taken as a whole to any "person" or "group" (as those terms are used in Section 13(d)(3) of the Exchange Act) other than the Company or one of its Subsidiaries; (b) the approval by the holders of the Common Stock of any plan or proposal for the liquidation or dissolution of the Company (whether or not otherwise in compliance with the provisions of this Supplemental Indenture); (c) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any "person" or "group" (as those terms are used in Section 13(d)(3) of the Exchange Act) becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of more than 50% of the then outstanding number of shares of the Company's Voting Stock; or (d) the Company consolidates or merges with or into any entity, pursuant to a transaction in which any of the outstanding Voting Stock of the Company or such other entity is converted into or exchanged for cash, securities or other Property (except when Voting Stock of the Company is converted into, or exchanged for, at least a majority of the Voting Stock of the surviving Person). Notwithstanding the foregoing, a transaction shall not be considered to be a Change of Control if (x) the Company becomes a direct or indirect Wholly-Owned Subsidiary of a person and (y) immediately following that transaction, the direct or indirect holders of the Voting Stock of such person are substantially the same as the holders of the Company's Voting Stock immediately prior to that transaction.

"Change of Control Offer" has the meaning specified in Section 6.3(1).

"Change of Control Payment" has the meaning specified in Section 6.3(1).

"Change of Control Purchase Date" has the meaning specified in Section 6.3(3)(iii).

"Change of Control Triggering Event" means the occurrence of both a Change of Control and a Below Investment Grade Rating Event.

"Clearstream" means Clearstream Banking, S.A.

"Code" has the meaning specified in Section 2.1(2).

"Common Stock" means shares of the Company's Common Stock, par value $0.01 per share, as they exist on the date of this Supplemental Indenture or any other shares of Capital Stock of the Company into which the Common Stock shall be reclassified or changed.

"Covenant Defeasance" has the meaning set forth in the Indenture as amended by this Supplemental Indenture except that the covenants included in such definition (including for purposes of determining whether an Event of Default under Section 501(4) of the Indenture shall have occurred) shall include those specified in, or added pursuant to, as the case may be, Sections 6.1, 6.2, 6.4, 7.1(2) and Article VIII of this Supplemental Indenture.

"Default" means any event that is, or after notice or passage of time, or both, would be, an Event of Default.

"DTC" means The Depository Trust Company, a New York corporation.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time.

"Euroclear" means Euroclear Bank S.A./N.V., as operator of the Euroclear system.

"Event of Default" has the meaning specified in Section 4.1.

"FIN 46 Entity" means any Person, the financial condition and results of which, solely due to Accounting Standards Codification 810 or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect (as amended, restated, supplemented, replaced or otherwise modified from time to time), such Person is required to consolidate in its financial statements. For purposes of this definition, "controlled" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person, whether through the ability to exercise voting power, by contract or otherwise.

"GAAP" means generally accepted accounting principles in the United States.

"Indebtedness" means, with respect to any Person, (a) all indebtedness for borrowed money of such Person, (b) all obligations of such Person evidenced by notes, bonds, debentures or similar instruments and (c) all indebtedness of any other Person of the foregoing types to the extent guaranteed by such Person, but only, for each of clauses (a) through (c), if and to the extent any of the foregoing indebtedness would appear as a liability upon an unconsolidated balance sheet of such Person prepared in accordance with GAAP (but not including contingent liabilities which appear only in a footnote to a balance sheet); *provided*, *however*, that, notwithstanding anything to the contrary contained herein, for purposes of this definition, "Indebtedness" shall not include (1) any intercompany indebtedness between or among the Company and its Subsidiaries, (2) any indebtedness that has been defeased and/or discharged if funds in an amount equal to all such indebtedness (including interest and any other amounts required to be paid to the holders thereof in order to give effect to such defeasance) have been irrevocably deposited with a trustee, paying agent or other similar Person for the benefit of the relevant holders of such indebtedness or (3) interest, fees, make-whole amounts, premium, charges or expenses, if any, relating to the principal amount of indebtedness.

"Initial Notes" means Notes in an aggregate principal amount of up to $900,000,000 initially issued under this Supplemental Indenture in accordance with Section 2.1(2).

"Interest Payment Date" has the meaning specified in Section 2.2(2).

"Investment Grade Rating" means a rating equal to or higher than Baa3 (or the equivalent under any successor rating category) by Moody's, BBB- (or the equivalent under any successor rating category) by S&P and the equivalent investment grade rating by any other Rating Agency, respectively.

"Lien" means any mortgage, pledge, lien or encumbrance.

"Margin Stock" means any "margin stock" (as said term is defined in Regulation U of the Board of Governors of the Federal Reserve System of the United States of America, as the same may be amended or supplemented from time to time).

"Maturity Date" means March 2, 2033.

"Moody's" means Moody's Investors Service, Inc., or its successor.

"Net Worth" means, at any date, the sum of all amounts that would be included under shareholders' equity on a consolidated balance sheet of the Company and its Subsidiaries determined in accordance with GAAP on such date or, in the event such date is not a fiscal quarter end, as of the immediately preceding fiscal quarter end; *provided* that, for purposes of calculating shareholders' equity, any accumulated other comprehensive income or loss, in each case as reflected on such consolidated balance sheet of the Company and its Subsidiaries determined in accordance with GAAP, shall be excluded; *provided*, *further*, that "Net Worth" shall be adjusted to give effect to each acquisition and disposition of assets other than in the ordinary course of business (including by way of merger) that has occurred on or prior to the date on which Net Worth is being calculated but after the immediately preceding quarter end as if such acquisition or disposition had occurred on the date of such immediately preceding quarter end.

"Notes" means the 5.600% Senior Notes due 2033 or any of them (each, a "Note"), as amended or supplemented from time to time, that are issued under this Supplemental Indenture, including both the Initial Notes and the Additional Notes, if any.

"Notice of Default" means a written notice of the kind specified in Section 4.1(3) or (4).

"Par Call Date" means December 2, 2032.

"Permitted Sale-Leaseback Transactions" means any sale or transfer by the Company or any of its Restricted Subsidiaries of any Principal Property owned by the Company or any of its Restricted Subsidiaries with the intention of taking back a lease thereof; *provided*, *however*, that "Permitted Sale-Leaseback Transactions" shall not include any such transaction involving machinery and/or equipment (excluding any lease for a temporary period of not more than thirty-six months with the intent that the use of the subject machinery and/or equipment shall be discontinued at or before the expiration of such period) relating to facilities (a) in full operation for more than 180 days as of the date of this Supplemental Indenture and (b) that are material to the business of the Company and its Subsidiaries, taken as a whole, to the extent that the aggregate Attributable Value of the machinery and/or equipment from time to time involved in such

transactions (giving effect to payment in full under any such transaction and excluding the Applied Amounts, as defined in the following sentence), plus the amount of obligations and Indebtedness from time to time secured by Liens incurred under Section 6.1(18), exceeds the greater of (i) $1,000,000,000 and (ii) 15.0% of Net Worth as determined at the time of, and immediately after giving effect to, the incurrence of such transactions based on the balance sheet for the end of the most recent quarter for which financial statements are available (such greater amount, the "Applicable Threshold"). For purposes of this definition, "Applied Amounts" means an amount (which may be conclusively determined by the Board of Directors of the Company) equal to the greater of (i) capitalized rent with respect to the applicable machinery and/or equipment and (ii) the fair value of the applicable machinery and/or equipment, that is applied within 180 days of the applicable transaction or transactions to repayment of the Notes or to the repayment of any indebtedness for borrowed money which, in accordance with GAAP, is classified as long-term debt and that is on parity with the Notes.

"Principal Property" means the real property, fixtures, machinery and equipment relating to any facility that is real property located within the territorial limits of the United States of America (excluding its territories and possessions and Puerto Rico) owned by the Company or any Restricted Subsidiary, except for any facility that (a) has a net book value, on the date the determination of whether such property is a Principal Property is being made for purposes of the covenants set forth in Section 6.1 and Section 6.2, of less than 2% of the Company's Net Worth or (b) in the opinion of the Company's Board of Directors, is not of material importance to the business conducted by the Company and its Subsidiaries, taken as a whole.

"Property" means, with respect to any Person, all types of real, personal or mixed property and all types of tangible or intangible property owned or leased by such Person.

"Purchase Notice" means a notice delivered by a Holder in accordance with Section 6.3 in the form set forth in Section 3.3.

"Rating Agency" means (a) each of Moody's and S&P; and (b) if either of Moody's or S&P ceases to rate the Notes or fails to make a rating of the Notes publicly available for reasons outside of the Company's control, a "nationally recognized statistical rating organization" within the meaning of Rule 3(a)(62) under the Exchange Act selected by the Company (as certified by an officer of the Company to the Trustee) as a replacement agency for Moody's or S&P, or both of them, as the case may be.

"Redemption Date" means, when used with respect to any Note to be redeemed, the date fixed for such redemption by or pursuant to this Supplemental Indenture.

"Redemption Price" means, when used with respect to any Note to be redeemed, the price at which it is to be redeemed pursuant to this Supplemental Indenture.

"Registrar" means the Security Registrar for the Notes, which shall initially be U.S. Bank Trust Company, National Association (as successor in interest to U.S. Bank National Association), or any successor entity thereof, subject to replacement as set forth in the Indenture.

"Regular Record Date" means, for interest payable in respect of any Note on any Interest Payment Date, the day (whether or not a Business Day) that is 15 days prior to the relevant Interest Payment Date.

"Restricted Subsidiary" means any Subsidiary of the Company that (a) constitutes a "significant subsidiary" (as such term is defined in Regulation S-X, promulgated pursuant to the Securities Act) and (b) owns a Principal Property, excluding: (i) Bastogne, Inc. and any bankruptcy-remote, special-purpose entity created in connection with the financing of settlement float with respect to customer funds or otherwise, (ii) any Subsidiary which is not organized under the laws of any state of the United States of America; (iii) any Subsidiary which conducts the major portion of its business outside the United States of America; and (iv) any Subsidiary of any of the foregoing.

"S&P" means S&P Global Ratings, a division of S&P Global Inc., or its successor.

"Second Change of Control Purchase Date" has the meaning specified in Section 6.3(6).

"Securities Act" means the Securities Act of 1933, as amended.

"Securitized Indebtedness" means, with respect to any Person as of any date, the reasonably expected liability of such Person for the repayment of, or otherwise relating to, all accounts receivable, general intangibles, chattel paper or other financial assets and related rights and assets sold or otherwise transferred by such Person, or any Subsidiary or Affiliate thereof, on or prior to such date.

"Stated Maturity" means, when used with respect to the Notes or any installment of principal thereof or interest, if any, thereon, the date specified in such Note as the fixed date on which the principal of the Note or such installment of principal or interest, if any, is due and payable.

"Subsidiary" means, with respect to any Person (the "parent"), any corporation, limited liability company, partnership, association or other entity the accounts of which would be consolidated with those of the parent in the parent's consolidated financial statements if such financial statements were prepared in accordance with GAAP (excluding any FIN 46 Entity, but only to the extent that the owners of such FIN 46 Entity's Indebtedness have no recourse, directly or indirectly, to such Person or any of its Subsidiaries for the principal, premium, if any, and interest on such Indebtedness) as of such date, as well as any other corporation, limited liability company, partnership, association or other entity of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, controlled or held by such Person.

"Surviving Person" has the meaning specified in Section 8.1.

"Taxes" means any present or future tax, duty, levy, impost, assessment or other governmental charge (including penalties, interest and other liabilities related thereto).

"Taxing Jurisdiction" has the meaning specified in Section 6.4.

"Treasury Rate" means, with respect to any Redemption Date, the yield determined by the Company in accordance with the following two paragraphs.

The Treasury Rate shall be determined by the Company after 4:15 p.m., New York City time (or after such time as yields on U.S. government securities are posted daily by the Board of Governors of the Federal Reserve System), on the third Business Day preceding the Redemption Date based upon the yield or yields for the most recent day that appear after such time on such day in the most recent statistical release published by the Board of Governors of the Federal Reserve System designated as "Selected Interest Rates (Daily)—H.15" (or any successor designation or publication) ("H.15") under the caption "U.S. government securities–Treasury constant maturities–Nominal" (or any successor caption or heading) ("H.15 TCM"). In determining the Treasury Rate, the Company shall select, as applicable: (a) the yield for the Treasury constant maturity on H.15 exactly equal to the period from the Redemption Date to the Par Call Date (the period to such Par Call Date, the "Remaining Life"); (b) if there is no such Treasury constant maturity on H.15 exactly equal to the Remaining Life, the two yields – one yield corresponding to the Treasury constant maturity on H.15 immediately shorter than and one yield corresponding to the Treasury constant maturity on H.15 immediately longer than the Remaining Life – and shall interpolate to the Par Call Date on a straight-line basis (using the actual number of days) using such yields and rounding the result to three decimal places; or (c) if there is no such Treasury constant maturity on H.15 shorter than or longer than the Remaining Life, the yield for the single Treasury constant maturity on H.15 closest to the Remaining Life. For purposes of this paragraph, the applicable Treasury constant maturity or maturities on H.15 shall be deemed to have a maturity date equal to the relevant number of months or years, as applicable, of such Treasury constant maturity from the Redemption Date.

If on the third Business Day preceding the Redemption Date H.15 is no longer published, the Company shall calculate the Treasury Rate based on the rate per annum equal to the semi-annual equivalent yield to maturity at 11:00 a.m., New York City time, on the second Business Day preceding such Redemption Date of the United States Treasury security maturing on, or with a maturity that is closest to, the Par Call Date, as applicable. If there is no United States Treasury security maturing on such Par Call Date, but there are two or more United States Treasury securities with a maturity date equally distant from such Par Call Date, one with a maturity date preceding such Par Call Date and one with a maturity date following such Par Call Date, the Company shall select the United States Treasury security with a maturity date preceding such Par Call Date. If there are two or more United States Treasury securities maturing on the Par Call Date or two or more United States Treasury securities meeting the criteria of the preceding sentence, the Company shall select from among these two or more United States Treasury securities the United States Treasury security that is trading closest to par based upon the average of the bid and asked prices for such United States Treasury securities at 11:00 a.m., New York City time. In determining the Treasury Rate in accordance with the terms of this paragraph, the semi-annual yield to maturity of the applicable United States Treasury security shall be based upon the average of the bid and asked prices (expressed as a percentage of principal amount) at 11:00 a.m., New York City time, of such United States Treasury security, and rounded to three decimal places.

"Vault Cash Operations" has the meaning specified in Section 6.1(19).

"Voting Stock" means, with respect to any Person, all classes of Capital Stock entitled (without regard to the occurrence of any contingency) to vote generally in the election of directors, managers or trustees of such Person.

"Wholly-Owned Subsidiary" means, with respect to any Person, (a) any corporation, association or other business entity of which 100% of the Voting Stock thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of such Person (or a combination thereof) and (b) any partnership, limited liability company or similar pass-through entity of which the sole partners, members or other similar persons in corresponding roles, however designated, are such Person or one or more Subsidiaries of such Person (or any combination thereof).

Section 1.2 Provisions of General Application.

For all purposes of this Supplemental Indenture and of any indenture supplemental hereto (except as herein or therein otherwise expressly provided or unless the context of this Supplemental Indenture or such indenture supplemental hereto otherwise requires):

(1) the terms defined in this Article include the plural as well as the singular;

(2) other terms used in this Supplemental Indenture that are defined in the Indenture or the Trust Indenture Act, either directly or by reference therein, have the respective meanings assigned to such terms in the Indenture or the Trust Indenture Act, as the case may be, as in force at the date of this Supplemental Indenture as originally executed;

(3) all accounting terms not otherwise defined in the Indenture or this Supplemental Indenture have the meanings assigned to them in accordance with GAAP as in effect on the date of this Supplemental Indenture, but (i) without giving effect to any election under Accounting Standards Codification 825-10-25 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any Indebtedness or other liabilities of the Company or any Subsidiary of the Company at "fair value," as defined therein and (ii) without giving effect to any treatment of Indebtedness in respect of convertible debt instruments under Accounting Standards Codification 470-20 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any such Indebtedness in a reduced or bifurcated manner as described therein, and such Indebtedness shall at all times be valued at the full stated principal amount thereof.

(4) unless the context otherwise requires, any reference to an "Article" or a "Section" refers to an Article or a Section, as the case may be, of this Supplemental Indenture; and

(5) the words "herein," "hereof," "hereunder" and other words of similar import refer to this Supplemental Indenture as a whole and not to any particular Article, Section or other subdivision.

ARTICLE II

ISSUANCE OF SECURITIES

Section 2.1 Issuance of Notes; Principal Amount; Maturity.

(1) On March 2, 2023, the Company shall issue and deliver to the Trustee, and the Trustee shall authenticate, the Initial Notes substantially in the form set forth in Section 3.2 below, in each case with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by the Indenture and this Supplemental Indenture, and with such letters, numbers, or other marks of identification and such legends or endorsements placed thereon as may be required to comply with the rules of any securities exchange or Depositary therefor, the Code, or any applicable securities laws, or as may, consistently herewith, be determined by the officers executing such Notes, as evidenced by their execution of such Notes.

(2) The Initial Notes to be issued pursuant to this Supplemental Indenture shall be issued in the aggregate principal amount of $900,000,000 and shall mature on March 2, 2033 unless the Notes are redeemed or repurchased prior to that date in accordance with the provisions set forth in Sections 5.1, 5.2 or 6.3 hereof. The Initial Notes shall be offered by the Company at a price of 99.788% of the aggregate principal amount of such series. The aggregate principal amount of Initial Notes Outstanding at any time may not exceed $900,000,000, except for Notes issued, authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Notes of the series pursuant to Sections 304, 305, 306, 906 or 1107 of the Indenture and except for any Notes which, pursuant to Section 303 of the Indenture, are deemed never to have been authenticated and delivered. The Company may without the consent of the Holders, issue Additional Notes hereunder on the same terms and conditions (except for the issue date, public offering price and, if applicable, the payment of interest accruing prior to the issue date and the initial Interest Payment Date) and with the same CUSIP numbers as the Initial Notes; *provided* that, if any Additional Notes are issued at a price that causes such Additional Notes to have "original issue discount" within the meaning of Section 1273 of the United States Internal Revenue Code of 1986, as amended, and regulations of the United States Department of Treasury thereunder (the "Code"), such Additional Notes shall not have the same CUSIP number as the Initial Notes.

(3) The Notes shall be issued only in fully registered form without coupons in minimum denominations of $2,000 and any integral multiple of $1,000 in excess thereof.

Section 2.2 Interest.

(1) Interest on the Notes shall accrue at the per annum rate of 5.600% and shall be paid on the basis of a 360-day year of twelve 30-day months.

(2) The Company shall pay interest on the Notes semi-annually in arrears on March 2 and September 2 of each year (each, an "Interest Payment Date"), commencing September 2, 2023.

(3) Interest shall be paid on each Interest Payment Date to the registered Holders of the Notes on the Regular Record Date in respect of such Interest Payment Date.

(4) Neither the Company nor the Trustee shall impose any service charge for any transfer or exchange of a Note. However, the Company may ask Holders of the Notes to pay any taxes or other governmental charges in connection with a transfer or exchange of Notes.

(5) If any Interest Payment Date, Maturity Date, Redemption Date or Change of Control Purchase Date falls on a day that is not a Business Day, the Company shall make the required payment of principal, premium, if any, and/or interest on the next such Business Day as if it were made on the date payment was due, and no interest shall accrue on the amount so payable for the period from and after that Interest Payment Date, the Maturity Date or earlier Redemption Date or Change of Control Purchase Date, as the case may be, to the next such Business Day.

Section 2.3 Relationship with Indenture.

The terms and provisions contained in the Indenture shall constitute, and are hereby expressly made, a part of this Supplemental Indenture. However, to the extent any provision of the Indenture conflicts with the express provisions of this Supplemental Indenture, the provisions of this Supplemental Indenture shall govern and be controlling.

ARTICLE III

SECURITY FORMS

Section 3.1 Form Generally.

(1) The Notes shall be in substantially the form set forth in Section 3.2 of this Article, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Supplemental Indenture and the Indenture, and may have such letters, numbers or other marks of identification and such legends or endorsements placed thereon as may be required to comply with the rules of any securities exchange or Depositary therefor, the Code, or any applicable securities laws, or as may, consistently herewith, be determined by the officers executing such Notes, as evidenced by their execution of such Notes. All Notes shall be in fully registered form.

(2) Purchase Notices shall be in substantially the form set forth in Section 3.3.

(3) The Trustee's certificates of authentication shall be in substantially the form set forth in Section 3.4.

(4) The Notes shall be printed, lithographed, typewritten or engraved or produced by any combination of these methods or may be produced in any other manner permitted by the rules of any automated quotation system or securities exchange (including on steel engraved borders if so required by any securities exchange upon which the Notes may be listed) on which the Notes may be quoted or listed, as the case may be, all as determined by the officers executing such Notes, as evidenced by their execution thereof.

(5) Upon their original issuance, the Notes shall be issued in the form of one or more Global Securities (each, a "Global Note") in definitive, fully registered form without interest coupons. Each such Global Note shall be registered in the name of DTC, as Depositary, or its nominee, and deposited with the Trustee, as custodian for DTC. Beneficial interests in the Global Notes shall be shown on, and transfers shall only be made through, the records maintained by DTC and its participants, including Clearstream and the Euroclear System.

Section 3.2 Form of Note.

[FORM OF FACE]

[THE FOLLOWING LEGEND SHALL APPEAR ON THE FACE OF EACH GLOBAL SECURITY:

THIS NOTE IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE THEREOF. THIS NOTE MAY NOT BE EXCHANGED IN WHOLE OR IN PART FOR A NOTE REGISTERED, AND NO TRANSFER OF THIS NOTE IN WHOLE OR IN PART MAY BE REGISTERED, IN THE NAME OF ANY PERSON OTHER THAN SUCH DEPOSITARY OR A NOMINEE THEREOF, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE.]

[THE FOLLOWING LEGEND SHALL APPEAR ON THE FACE OF EACH GLOBAL SECURITY FOR WHICH DTC IS TO BE THE DEPOSITARY:

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.]

FISERV, INC.

5.600% SENIOR NOTE DUE 2033

No. _____ $_____

CUSIP NO. 337738 BE7

Fiserv, Inc., a corporation duly organized and existing under the laws of the State of Wisconsin (herein called the "Company", which term includes any successor Person under the Indenture referred to on the reverse hereof), for value received, hereby promises to pay to Cede & Co., or registered assigns, the principal sum of United States Dollars _____ (U.S.$_____) on March 2, 2033 and to pay interest thereon, from March 2, 2023, or from

the most recent Interest Payment Date to which interest has been paid or duly provided for to but excluding the next Interest Payment Date, which shall be March 2 and September 2 of each year, commencing September 2, 2023, at the per annum rate of 5.600%, until the principal hereof is paid or made available for payment.

The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date shall, as provided in the Indenture, be paid to the Person in whose name this Note is registered at the close of business on the Regular Record Date for such interest, which shall be the day that is 15 days prior to the relevant Interest Payment Date (whether or not a Business Day). Except as otherwise provided in the Indenture, any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the Holder on such Regular Record Date and may either be paid to the Person in whose name this Note is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Company, notice of which shall be given to Holders of Notes not less than 10 days prior to the Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Notes may be listed, and upon such notice as may be required by such exchange, all as more fully provided in the Indenture. Interest shall be computed on the basis of a 360-day year composed of twelve 30-day months.

Payments of principal (and premium, if any) and interest on this Note shall be made at the corporate trust office of the Trustee at 60 Livingston Avenue, Mail Code EP-MN W2ZW, St. Paul, Minnesota 55107-2292 or the office maintained from time to time by the Trustee in The City of New York, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts. With respect to Global Notes, the Company shall make such payments by wire transfer of immediately available funds to DTC, or its nominee, as registered owner of the Global Notes. With respect to certificated Notes, the Company shall make such payments by wire transfer of immediately available funds to a United States Dollar account maintained in The City of St. Paul, Minnesota or The City of New York to each Holder of an aggregate principal amount of Notes in excess of U.S. $5,000,000 that has furnished wire instructions in writing to the Trustee no later than 15 days prior to the relevant payment date. If a Holder of a certificated Note (i) does not furnish such wire instructions as provided in the preceding sentence or (ii) holds $5,000,000 or less aggregate principal amount of Notes, the Company shall make such payments by mailing a check to such Holder’s registered address.

Reference is hereby made to the further provisions of this Note set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof by manual signature, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed.

FISERV, INC.

By: _____
Name:
Title:

Attest:

By: _____
Name:
Title:

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

Dated:

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION,
as Trustee

By: _____
Authorized Signatory

1. *Indenture*. This Note is one of a duly authorized issue of Securities of the Company designated as its "5.600% Senior Notes due 2033" (herein called the "Notes"), issued under an Indenture, dated as of November 20, 2007 (the "Base Indenture"), as supplemented by that certain Twenty-Eighth Supplemental Indenture, dated as of March 2, 2023 (the "Supplemental Indenture" and herein with the Base Indenture, collectively, the "Indenture"), between the Company and U.S. Bank Trust Company, National Association (as successor in interest to U.S. Bank National Association), as Trustee (herein called the "Trustee," which term includes any successor trustee under the Indenture), to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders of the Notes and of the terms upon which the Notes are, and are to be, authenticated and delivered. The aggregate principal amount of Initial Notes Outstanding at any time may not exceed $900,000,000 in aggregate principal amount, except for Notes issued, authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Notes pursuant to Sections 304, 305, 306, 906 or 1107 of the Base Indenture and except for any Notes which, pursuant to Section 303 of the Base Indenture, are deemed never to have been authenticated and delivered. Additional Notes may be issued in accordance with the provisions of Section 2.1(2) of the Supplemental Indenture.

   All terms used in this Note which are defined in the Indenture shall have the meanings assigned to them in the Indenture. In the event of a conflict between this Note and the Indenture, the provisions of the Indenture shall govern.

2. *Optional Redemption.* Prior to the Par Call Date, the Company may redeem the Notes, pursuant to Section 5.1 of the Supplemental Indenture, at its option, in whole or in part, at any time and from time to time, at a Redemption Price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of: (a) the sum of the present values of the remaining scheduled payments of principal of and interest on the Notes to be redeemed discounted to the Redemption Date (assuming that the Notes matured on the Par Call Date), on a semi-annual basis (assuming a 360-day year of twelve 30-day months) at the Treasury Rate plus 30 basis points, less interest accrued to the date of redemption; and (b) 100% of the principal amount of any Notes to be redeemed; *plus*, in either case, accrued and unpaid interest on the applicable Notes to, but not including, the Redemption Date. On or after the Par Call Date for the Notes, the Company may redeem the Notes in whole or in part, at any time and from time to time, at a Redemption Price equal to 100% of the principal amount of the Notes being redeemed *plus* accrued and unpaid interest thereon to the Redemption Date.

3. *Optional Tax Redemption.* The Notes may be redeemed pursuant to Section 5.2 of the Supplemental Indenture, at the Surviving Person's option, in whole but not in part, at a Redemption Price equal to 100% of the principal amount of the Notes to be redeemed, plus accrued and unpaid interest on the principal amount being redeemed (and any Additional Amounts) to, but not including, the Redemption Date, if (a) at any time following a transaction to which the provisions of Section 801 of the Indenture applies, the Surviving

Person is required to pay Additional Amounts pursuant to Section 6.4 of the Supplemental Indenture and (b) such obligation cannot be avoided by the Surviving Person taking reasonable measures available to it. Prior to the giving of any notice of redemption in respect of the foregoing, the Surviving Person shall deliver to the Trustee an opinion of independent tax counsel of recognized standing to the effect that the Surviving Person is or would be obligated to pay such Additional Amounts. No notice of redemption in respect of the foregoing may be given earlier than 90 days prior to the earliest date on which the Surviving Person would be obligated to pay Additional Amounts if a payment in respect of the relevant Notes were then due.

4. *Mandatory Redemption.* Except as provided in Section 5 below, the Company is not required to make mandatory redemption or sinking fund payments with respect to the Notes.

5. *Change of Control Triggering Event.* In the event of a Change of Control Triggering Event, the Holders may require the Company to purchase for cash all or a portion of their Notes at a purchase price equal to 101% of the principal amount of the Notes, plus accrued and unpaid interest, if any, pursuant to the provisions of Section 6.3 of the Supplemental Indenture, upon providing to the Company or any Paying Agent the completed Purchase Notice in the form on the reverse hereof or otherwise in accordance with the Applicable Procedures of the Depositary.

   If Holders of not less than 90% in aggregate principal amount of the Outstanding Notes validly tender and do not withdraw such Notes in a Change of Control Offer and the Company, or any third party making such an offer in lieu of the Company as described in Section 6.3(5) of the Supplemental Indenture, purchase all of such Notes properly tendered and not withdrawn by such Holders, the Company or such third party have the right, upon not less than 10 days' nor more than 60 days' prior notice (*provided* that such notice is given not more than 60 days following such repurchase pursuant to the applicable Change of Control Offer) to redeem all Notes that remain Outstanding following such purchase on a date specified in such notice (the "Second Change of Control Purchase Date") and at a price in cash equal to 101% of the aggregate principal amount of the Notes repurchased plus accrued and unpaid interest, if any, on the Notes repurchased to, but excluding, the Second Change of Control Purchase Date.

6. *Global Security*. If this Note is a Global Security, then, in the event of a deposit or withdrawal of an interest in this Note, including an exchange, transfer, redemption, repurchase or conversion of this Note in part only, the Trustee, as custodian of the Depositary, shall make an adjustment on its records to reflect such deposit or withdrawal in accordance with the Applicable Procedures.

7. *Defaults and Remedies*. If an Event of Default shall occur and be continuing, the principal of all the Notes, together with accrued interest to the date of declaration, may be declared due and payable, or in certain circumstances, shall automatically become due and payable, in the manner and with the effect provided in the Supplemental Indenture.

As provided in and subject to the provisions of the Indenture, the Holder of this Note shall not have the right to institute any proceeding with respect to the Indenture or for the appointment of a receiver or trustee or for any other remedy thereunder, unless such Holder shall have previously given the Trustee written notice of a continuing Event of Default, and, among other things, the Holders of not less than 25% in aggregate principal amount of the Outstanding Notes shall have made written request to the Trustee to institute proceedings in respect of such Event of Default as Trustee. The foregoing shall not apply to any suit instituted by the Holder of this Note for the enforcement of any payment of principal hereof or premium, if any, or interest hereon, on or after the respective due dates expressed herein.

8. *Amendment, Supplement and Waiver*. The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Notes under the Indenture at any time by the Company and the Trustee with the written consent of the Holders of at least a majority in aggregate principal amount of the Outstanding Notes. The Indenture also contains provisions permitting the Holders of at least a majority in aggregate principal amount of the Outstanding Notes, on behalf of the Holders of all the Notes, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Note shall be conclusive and binding upon such Holder and upon all future Holders of this Note and of any Note issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof whether or not notation of such consent or waiver is made upon this Note or such other Note. Certain modifications or amendments to the Indenture require the consent of the Holder of each Outstanding Note affected.

   Notwithstanding any other provision in this note or in the Indenture, the Holder of this Note shall have the right, which is absolute and unconditional, to receive payment of the principal of and any premium and (subject to Section 307 of the Indenture) interest on this Note on the respective Stated Maturities therefor (or, in the case of redemption, on the Redemption Date), and to institute suit for the enforcement of any such payment, and such rights shall not be impaired without the consent of such Holder.

9. *Registration and Transfer*. As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Note is registrable on the Security Register upon surrender of this Note for registration of transfer at such office or agency of the Company as may be designated by it for such purpose in The City of St. Paul, Minnesota, or at such other offices or agencies as the Company may designate, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Registrar duly executed by, the Holder thereof or his attorney duly authorized in writing, and thereupon one or more new Notes, of authorized denominations and for the same aggregate principal amount, shall be issued to the designated transferee or transferees by the Registrar. As provided in the Indenture and subject to certain limitations therein set forth, Notes are exchangeable for a like aggregate principal amount of Notes of any authorized denominations as requested by the Holder surrendering the same upon surrender of the Note or Notes to be exchanged, at such office or agency of the Company. The Trustee upon such surrender by the Holder shall issue the new Notes in the requested denominations. No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

10. Prior to due presentment of this Note for registration of transfer, the Company, the Trustee, any Paying Agent and any agent of the Company, the Trustee or any Paying Agent may treat the Person in whose name such Note is registered as the owner thereof for all purposes, whether or not such Note be overdue, and neither the Company, the Trustee nor any Paying Agent or other such agent shall be affected by notice to the contrary.

11. ***Governing Law*. THE INDENTURE AND THIS SECURITY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

ABBREVIATIONS

The following abbreviations, when used in the inscription of the face of this Note, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	as tenant in common	UNIF GIFT MIN ACT	___ Custodian ___
TEN ENT	as tenants by the entireties (Cust)		(Cust) (Minor)
JT TEN	as joint tenants with right of survivorship and not as tenants in common		under Uniform Gifts to Minors Act ___
			(State)

Additional abbreviations may also be used though not in the above list.

Section 3.3 Form of Purchase Notice.

PURCHASE NOTICE

(1) Pursuant to Section 6.3 of the Supplemental Indenture, the undersigned hereby elects to have this Note repurchased by the Company.

(2) The undersigned hereby directs the Trustee or the Company to pay it an amount in cash equal to 101% of the aggregate principal amount to be repurchased (as set forth below), plus interest accrued to, but excluding, the Change of Control Purchase Date, as applicable, as provided in the Supplemental Indenture.

Dated:

Signature(s)

Signature(s) must be guaranteed by an Eligible Guarantor Institution with membership in an approved signature guarantee program pursuant to Rule 17Ad 15 under the Securities Exchange Act of 1934.

Signature Guaranteed

Principal amount to be repurchased:

Remaining aggregate principal amount following such repurchase (which must be U.S.$2,000 or an integral multiple of $1,000 in excess thereof):

NOTICE: The signature to the foregoing election must correspond to the name as written upon the face of this Note in every particular, without alteration or any change whatsoever.

Section 3.4 Form of Certificate of Authentication.

The Trustee's certificate of authentication shall be in substantially the following form:

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

Dated:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Signatory

ARTICLE IV

REMEDIES

Section 4.1 Events of Default.

Section 501 of the Indenture shall, with respect to the Notes, be replaced in its entirety by the following:

"Event of Default," wherever used herein with respect to the Notes, means any one of the following events (whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(1) default in the payment of any interest upon any Note when it becomes due and payable, and continuance of such default for a period of 30 consecutive days;

(2) default in the payment of the principal of or premium, if any, on any Note at its Stated Maturity or when otherwise due and payable;

(3) default (which shall not have been cured or waived) (a) in the payment of any principal of or interest on any Indebtedness for borrowed money of the Company, aggregating more than $300,000,000 in principal amount, after giving effect to any applicable grace period or (b) in the performance of any other term or provision of any such Indebtedness of the Company, aggregating more than $300,000,000 in principal amount, that results in such Indebtedness becoming or being declared due and payable prior to the date on which it would otherwise become due and payable, and such acceleration shall not have been rescinded or annulled, or such Indebtedness shall not have been discharged, within a period of 60 consecutive days after there has been given, by registered or certified mail, to the Company by the Trustee or to the Company and the Trustee by the Holders of at least 25% in principal amount of the Outstanding Notes, a written notice specifying such default and stating that such notice is a "Notice of Default" hereunder;

(4) default in the performance, or breach, of any covenant, agreement or warranty of the Company applicable to the Notes in this Supplemental Indenture, the Indenture as supplemented or amended or the Notes, and continuance of such default for a period of 90 consecutive days after there has been given, by registered or certified mail, to the Company by the Trustee or to the Company and the Trustee by the Holders of at least 25% in principal amount of the Outstanding Notes, a written notice specifying such default and requiring it to be remedied and stating that such notice is a "Notice of Default" hereunder;

(5) the entry by a court having jurisdiction in the premises of (a) a decree or order for relief in respect of the Company or any Restricted Subsidiary of the Company in an involuntary case or proceeding under any applicable Federal or State bankruptcy, insolvency, reorganization or other similar law or (b) a decree or order (i) adjudging the Company or any Restricted Subsidiary of the Company a bankrupt or insolvent, (ii) that approves as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the

Company or any Restricted Subsidiary of the Company under any applicable Federal or State law, (iii) appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official in respect of the Company or any Restricted Subsidiary of the Company or in respect of any substantial part of the Property of the Company or any Restricted Subsidiary of the Company, or (iv) ordering the winding up or liquidation of the affairs of the Company or any Restricted Subsidiary of the Company, and, in each case, the continuance of any such decree or order for relief or any such other decree or order unstayed and in effect for a period of 60 consecutive days; or

(6) (a) the commencement by the Company or any Restricted Subsidiary of the Company of a voluntary case or proceeding under any applicable Federal or State bankruptcy, insolvency, reorganization or other similar law or of any other case or proceeding to be adjudicated a bankrupt or insolvent, (b) the consent by the Company or a Restricted Subsidiary of the Company to the entry of a decree or order for relief in respect of the Company or any Restricted Subsidiary of the Company in an involuntary case or proceeding under any applicable Federal or State bankruptcy, insolvency, reorganization or other similar law or to the commencement of any bankruptcy or insolvency case or proceeding against the Company or any Restricted Subsidiary of the Company, (c) the filing by the Company or a Restricted Subsidiary of the Company of a petition or answer or consent seeking reorganization or similar relief under any applicable Federal or State law, or the consent by the Company or a Restricted Subsidiary of the Company to the filing of such petition, (d) the consent by the Company or any Restricted Subsidiary of the Company to the appointment of a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official in respect of the Company or a Restricted Subsidiary of the Company or of any substantial part of the Property of the Company or any Restricted Subsidiary of the Company or to any such custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official taking possession thereof, (e) the making by the Company or any Restricted Subsidiary of the Company of a general assignment for the benefit of creditors, (f) the admission by the Company or a Restricted Subsidiary of the Company in writing of its inability to pay its debts generally as they become due, or (g) the taking of corporate action by the Company or any Restricted Subsidiary of the Company in furtherance of any such action."

Section 4.2 Acceleration of Maturity; Rescission and Annulment.

The second paragraph of Section 502 of the Indenture shall not be applicable to the Notes.

(1) The first paragraph of Section 502 of the Indenture shall, with respect to the Notes, be replaced in its entirety with the following:

"If an Event of Default, other than an Event of Default specified in Section 4.1(5) or Section 4.1(6) of this Supplemental Indenture, occurs with respect to the Outstanding Notes and is continuing, then either the Trustee, by notice to the Company, or the Holders of not less than 25% in principal amount of the Outstanding Notes, by notice to the Trustee and the Company, may declare the principal of, and premium, if any, and accrued and unpaid interest on, all of the Notes to be due and payable immediately. If an Event of Default specified in Section 4.1(5) or Section 4.1(6) of this Supplemental Indenture occurs, the principal

amount of, and premium, if any, and accrued and unpaid interest on, all the Notes shall automatically become immediately due and payable without any declaration or act by the Trustee, the Holders of the Notes or any other party."

ARTICLE V

REDEMPTION OF SECURITIES

The provisions of Article Eleven of the Indenture shall, with respect to the Notes, be replaced in their entirety with the provisions of this Article V.

Section 5.1 Optional Redemption.

(1) Prior to the Par Call Date, the Company may redeem the Notes, at its option, in whole or in part, at any time and from time to time, at a Redemption Price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of (i) the sum of the present values of the remaining scheduled payments of principal of and interest on the Notes to be redeemed discounted to the Redemption Date (assuming that the Notes matured on the Par Call Date), on a semi-annual basis (assuming a 360-day year of twelve 30-day months) at the Treasury Rate plus 30 basis points, less interest accrued to the date of redemption; and (ii) 100% of the principal amount of any Notes to be redeemed; *plus*, in either case, accrued and unpaid interest on the applicable Notes to the Redemption Date.

(2) On or after the Par Call Date for the Notes, the Company may redeem the Notes in whole or in part, at any time and from time to time, at a Redemption Price equal to 100% of the principal amount of the Notes being redeemed, *plus* accrued and unpaid interest thereon to the Redemption Date.

Section 5.2 Optional Tax Redemption.

(1) The Surviving Person may, at its option, redeem the Notes, in whole but not in part, at a redemption price equal to 100% of the principal amount of the Notes to be redeemed, plus accrued and unpaid interest on the Notes being redeemed (and any Additional Amounts) to, but not including the Redemption Date, if (a) at any time following a transaction to which the provisions of Section 801 of the Indenture (as amended by this Supplemental Indenture) applies, the Surviving Person is required to pay Additional Amounts pursuant to Section 6.4 of this Supplemental Indenture and (b) such obligation cannot be avoided by the Surviving Person taking reasonable measures available to it.

(2) Prior to the giving of any notice of redemption in respect of the foregoing, the Surviving Person shall deliver to the Trustee an opinion of independent tax counsel of recognized standing to the effect that the Surviving Person is or would be obligated to pay such Additional Amounts.

(3) No notice of redemption pursuant to this Section 5.2 may be given earlier than 90 days prior to the earliest date on which the Surviving Person would be obligated to pay Additional Amounts if a payment in respect of the relevant Notes were then due.

Section 5.3 Optional Redemption Procedures.

(1) The Company's actions and determinations in determining the Redemption Price shall be conclusive and binding for all purposes, absent manifest error. For so long as the Notes are held by DTC (or another depositary), the redemption of the Notes shall be done in accordance with the policies and procedures of the depositary.

(2) The election of the Company to redeem any Notes pursuant to Section 5.1 or Section 5.2 shall be evidenced by a Board Resolution or an Officers' Certificate issued pursuant to a Board Resolution.

(3) If the Company chooses to redeem less than all of the Notes pursuant to Section 5.1, then the Company shall notify the Trustee at least five days before giving notice of redemption, or such shorter period as is satisfactory to the Trustee, of the aggregate principal amount of the Notes to be redeemed and the Redemption Date.

In the case of a partial redemption, selection of the Notes for redemption shall be made pro rata, by lot or by such other method as the Trustee in its sole discretion deems appropriate and fair. No Notes of a principal amount of $2,000 or less shall be redeemed in part.

The Trustee shall promptly notify the Company in writing of the Notes selected for redemption and, in the case of any Notes selected for partial redemption, the principal amount thereof to be redeemed.

For all purposes of this Supplemental Indenture, unless the context otherwise requires, all provisions relating to the redemption of Notes shall relate, in the case of any Notes redeemed or to be redeemed only in part, to the portion of the principal amount of such Notes which has been or is to be redeemed.

(4) Notice of any redemption pursuant to Section 5.1 and Section 5.2 shall be mailed or electronically delivered (or otherwise transmitted in accordance with the Applicable Procedures) at least 10 days but no more than 60 days before the Redemption Date to Holders of any Notes to be redeemed, except that notice may be given more than 60 days prior to the date fixed for redemption if the notice is issued in connection with a Defeasance, Covenant Defeasance or satisfaction and discharge. Failure to give notice in the manner herein provided to the Holder of any Notes designated for redemption as a whole or in part, or any defect in the notice to any such Holder, shall not affect the validity of the proceedings for the redemption of any Notes or portion thereof, and any notice given in the manner herein provided shall be conclusively presumed to have been duly given, whether or not the applicable Holder receives the notice.

All notices of redemption shall state:

(i) the Redemption Date;

(ii) the Redemption Price or the manner of calculating the Redemption Price (in which case no Redemption Price need be specified);

(iii) the aggregate principal amount of the Notes to be redeemed;

(iv) if less than all of the Outstanding Notes are to be redeemed, the identification (and, in the case of partial redemption, the portions of the principal amounts) of the particular Notes to be redeemed;

(v) that on the Redemption Date the Redemption Price shall become due and payable upon each such Note to be redeemed and that interest thereon shall cease to accrue on and after said date;

(vi) the place or places where such Notes are to be surrendered for payment of the Redemption Price;

(vii) the CUSIP numbers of such Notes, if any (or any other numbers used by the Depositary to identify such Notes);

(viii) if the redemption is subject to the satisfaction of one or more conditions precedent, each such condition, and that such redemption may not occur and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied (or waived by the Company in its sole discretion) by the Redemption Date; and

(ix) that, unless the Company defaults in paying the Redemption Price, interest shall cease to accrue on the Notes called for redemption on the Redemption Date.

Any notice of any redemption of Notes may, at the Company's discretion, be given subject to one or more conditions precedent, including, but not limited to, completion of a corporate transaction that is pending (such as an equity or equity-linked offering, an incurrence of indebtedness or an acquisition or other strategic transaction involving a change of control in us or another entity). If such redemption is so subject to satisfaction of one or more conditions precedent, such notice shall describe each such condition, and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied or otherwise waived by the relevant Redemption Date.

Notice of redemption of Notes to be redeemed shall be given by the Company or, on Company Request, by the Trustee at the expense of the Company. Any notice of redemption may provide that payment of the Redemption Price and the performance of the Company's obligations with respect to such redemption may be performed by another Person.

(5) At or before 11:00 a.m., New York time, on any Redemption Date, the Company shall deposit with the Trustee or with a Paying Agent (or, if the Company is acting as its own Paying Agent, segregate and hold in trust as provided in Section 1003 of the Indenture) an amount of money sufficient to pay the Redemption Price of all the Notes which are to be redeemed on that date.

(6) Notice of redemption having been given as aforesaid, the Notes so to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the Company shall default in the payment of the Redemption Price) such Notes shall cease to bear interest. Upon surrender of any such Note for redemption in accordance with said notice, such Note shall be paid by the Company at the Redemption Price; *provided*, *however*, that installments of interest whose Stated Maturity is prior to the Redemption Date shall be payable to the Holders of such Notes registered as such at the close of business on the relevant Regular Record Dates according to their terms.

If any Note called for redemption shall not be so paid upon surrender thereof for redemption, the principal thereof shall, until paid, bear interest from the Redemption Date at the rate borne by the Note.

(7) Any Note which is to be redeemed only in part shall be surrendered at an office or agency in accordance with the notice of redemption (with, if the Company or the Trustee shall so require, due endorsement by, or a written instrument of transfer in form satisfactory to the Company and the Trustee duly executed by, the Holder thereof or its attorney duly authorized in writing), and the Company shall execute, and the Trustee shall authenticate and deliver to the Holder of such Note, without service charge, a new Note or Notes of any authorized denominations as requested by such Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Note so surrendered.

ARTICLE VI

PARTICULAR COVENANTS

Section 6.1 Liens.

The Company shall not, and shall not permit any of its Restricted Subsidiaries to, create or assume, except in the Company's favor or in favor of one or more of its Wholly-Owned Subsidiaries, any Lien on any Principal Property, or upon any Capital Stock or Indebtedness of any of the Company's Restricted Subsidiaries, that secures any Indebtedness of the Company or such Restricted Subsidiary unless the Outstanding Notes are secured equally and ratably with (or prior to) the obligations so secured by such Lien, except that the foregoing restriction does not apply to any one or more of the following types of Liens:

(1) Liens in connection with workers' compensation, unemployment insurance or other social security obligations (which phrase shall not be construed to refer to ERISA or the minimum funding obligations under Section 412 of the Code);

(2) Liens to secure the performance of bids, tenders, letters of credit, contracts (other than contracts for the payment of Indebtedness), leases, statutory obligations, surety, customs, appeal, performance and payment bonds and other obligations of a similar nature, in each such case arising in the ordinary course of business;

(3) mechanics', workmen's, carriers', warehousemen's, materialmen's, landlords', or other similar Liens arising in the ordinary course of business with respect to obligations (i) which are not more than 30 days' past due or are being contested in good faith and by appropriate action or (ii) the nonpayment of which in the aggregate would not reasonably be expected to have a material adverse effect on the Company and its Subsidiaries, taken as a whole;

(4) Liens for taxes, assessments, fees or governmental charges or levies which (a) are not delinquent, (b) are payable without material penalty, (c) are being contested in good faith and by appropriate action or (d) the nonpayment of which in the aggregate would not reasonably be expected to have a material adverse effect on the Company and its Subsidiaries, taken as a whole;

(5) Liens consisting of attachments, judgments or awards against the Company or any of its Subsidiaries with respect to which an appeal or proceeding for review shall be pending or a stay of execution shall have been obtained, or which are otherwise being contested in good faith and by appropriate action, and in respect of which adequate reserves shall have been established in accordance with GAAP on the books of the Company or any of its Subsidiaries;

(6) easements, rights of way, restrictions, leases of Property to others, easements for installations of public utilities, title imperfections and restrictions, zoning ordinances and other similar encumbrances affecting Property which in the aggregate do not materially impair the operation of the business of the Company and its Subsidiaries taken as a whole;

(7) Liens existing on the date of the Supplemental Indenture and securing Indebtedness or other obligations of the Company or any of its Subsidiaries;

(8) statutory Liens in favor of lessors arising in connection with Property leased to the Company or any of its Subsidiaries;

(9) Liens on Margin Stock to the extent that a prohibition on such Liens pursuant to this Section 6.1 would violate Regulation U of the Board of Governors of the Federal Reserve System of the United States of America, as the same may be amended or supplemented from time to time;

(10) Liens on Property hereafter acquired by the Company or any of its Subsidiaries created within 365 days of such acquisition (or in the case of real property, completion of construction including any improvements or the commencement of operation of the Property, whichever occurs later) to secure or provide for the payment or financing of all or any part of the purchase price or construction thereof; *provided* that the Lien secured thereby shall attach only to the Property so acquired or constructed and related assets (except that individual financings by one Person (or an Affiliate thereof) may be cross-collateralized to other financings provided by such Person and its Affiliates that are permitted by this clause (10));

(11) Liens in respect of financing leases and Permitted Sale-Leaseback Transactions;

(12) (a) Liens on the Property of a Person that becomes a Subsidiary of the Company after the date hereof;*provided* that (i) such Liens existed at the time such Person becomes a Subsidiary of the Company and were not created in anticipation thereof, (ii) any such Liens are not extended to any Property of the Company or of any Subsidiary of the Company, other than the Property or assets of such Subsidiary and (b) Liens on the proceeds of Indebtedness incurred to finance an acquisition, investment or refinancing pursuant to customary escrow or similar arrangements to the extent such proceeds (i) secure such Indebtedness or are otherwise restricted in favor of the holders of such Indebtedness and (ii) shall be required to repay such Indebtedness if such acquisition, investment or refinancing is not consummated;

(13) Liens on Property existing at the time of acquisition thereof and not created in contemplation thereof;

(14) Liens (a) of a collecting bank arising under Section 4-208 of the Uniform Commercial Code on the items in the course of collection, (b) in favor of a banking institution arising as a matter of law encumbering deposits (including the right of set off) and which are within the general parameters customary in the banking industry, and (c) Liens on assets in order to secure defeased and/or discharged Indebtedness;

(15) Liens securing Securitized Indebtedness and receivables factoring, discounting, facilities or securitizations;

(16) any extension, renewal, refinancing, substitution or replacement (or successive extensions, renewals, refinancings, substitutions or replacements), as a whole or in part, of any of the Liens referred to in paragraphs (7), (10), (12), (13), and (21) of this Section 6.1 to the extent that the principal amount secured by such Lien at such time is not increased (other than increases related to required premiums, accrued interest and reasonable fees and expenses in connection with such extensions, renewals, refinancings, substitutions or replacements); *provided* that such extension, renewal, refinancing, substitution or replacement Lien shall be limited to all or any part of substantially the same Property or assets that secured the Lien extended, renewed, refinanced, substituted or replaced (plus improvements on such Property and proceeds thereof);

(17) Liens on proceeds of any of the assets permitted to be the subject of any Lien or assignment permitted by this Section 6.1;

(18) Liens upon specific items of inventory or other goods of any Person securing such Person's obligation in respect of banker's acceptances issued or created in the ordinary course of business for the account of such Person to facilitate the purchase, shipment, or storage of such inventory or other goods;

(19) Liens (a) that are contractual rights of set-off (i) relating to the establishment of depository relations with banks not given in connection with the issuance of debt, (ii) relating to pooled deposit or sweep accounts to permit satisfaction of overdraft or similar obligations and other cash management activities incurred in the ordinary course of business or (iii) relating to purchase orders and other agreements entered into with customers in the ordinary course of business and (b) (i) of a collection bank arising under Section 4-210 of the Uniform Commercial Code on items in the course of collection, (ii) encumbering reasonable customary initial deposits and margin deposits and attaching to commodity trading accounts or other brokerage accounts incurred in the ordinary course of business, (iii) in favor of banking institutions

arising as a matter of law or pursuant to customary account agreements encumbering deposits (including the right of set-off) and which are within the general parameters customary in the banking industry, and (iv) of financial institutions funding the vault cash or other arrangements, pursuant to which various financial institutions fund the cash requirements of automated teller machines and cash access facilities operated by the Company or its Subsidiaries at customer locations (the "Vault Cash Operations"), in the cash provided by such institutions for such Vault Cash Operations;

(20) Liens pursuant to the terms and conditions of any contracts between the Company or any Subsidiary and the U.S. government, and

(21) other Liens; *provided* that, without duplication, the aggregate sum of all obligations and Indebtedness secured by Liens incurred pursuant to this paragraph (21), together with the aggregate principal amount secured by Liens incurred pursuant to paragraph (16) of this Section 6.1 that extend, renew, refinance, substitute for or replace Liens incurred under this paragraph (21) and the aggregate Attributable Value of any Property involved in a sale-leaseback transaction that is permitted to be incurred solely because it falls under the Applicable Threshold described in the proviso contained in the definition of "Permitted Sale-Leaseback Transactions," would not exceed the greater of (i) $1,000,000,000 and (ii) 15.0% of Net Worth as determined at the time of, and immediately after giving effect to, the incurrence of such Lien based on the balance sheet for the end of the most recent quarter for which financial statements are available.

Any Lien created for the benefit of the Holders of the Notes pursuant to thisSection 6.1 shall provide by its terms that such Lien shall be automatically and unconditionally released and discharged upon the release and discharge of the Lien giving rise to the obligation to equally and ratably secure the notes.

Section 6.2 Sale and Lease-Back Transactions.

Neither the Company nor any of its Restricted Subsidiaries may sell or transfer to any Person other than the Company or any of its Subsidiaries any Principal Property owned by the Company or any of its Restricted Subsidiaries with the intention of taking back a lease thereof, other than Permitted Sale-Leaseback Transactions.

Section 6.3 Right to Require Repurchase Upon a Change of Control Triggering Event.

(1) Upon the occurrence of any Change of Control Triggering Event, each Holder of Notes shall have the right to require the Company to repurchase all or any part of such Holder's Notes pursuant to the offer described below (the "Change of Control Offer") on the terms set forth herein (*provided* that with respect to the Notes submitted for repurchase in part, the remaining portion of such Notes is in a principal amount of $2,000 or an integral multiple of $1,000 in excess thereof) at a purchase price in cash equal to 101% of the aggregate principal amount of the Notes repurchased plus accrued and unpaid interest, if any, on the Notes repurchased, to, but not including, the date of purchase (the "Change of Control Payment").

(2) Within 30 days following any Change of Control Triggering Event, the Company shall mail (or otherwise deliver in accordance with the Applicable Procedures) a notice to Holders of Notes, with a written copy to the Trustee, which notice shall govern the terms of the Change of Control Offer. Such notice shall state:

(i) a description of the transaction or transactions that constitute the Change of Control Triggering Event;

(ii) that the Change of Control Offer is being made pursuant to this Section 6.3 and that all Notes validly tendered shall be accepted for payment;

(iii) the Change of Control Payment and the "Change of Control Purchase Date," which date shall be a Business Day that is no earlier than 10 days and no later than 60 days from the date such notice is given, other than as may be required by law; and

(iv) if the notice is mailed prior to the date of the consummation of the Change of Control, the notice shall state that the Change of Control Offer is conditioned on the Change of Control Triggering Event occurring on or prior to the Change of Control Purchase Date; *provided* that if the Change of Control Triggering Event occurs after such Change of Control Purchase Date, the Company shall be required to offer to purchase the Notes as otherwise set forth in this Section 6.3.

(3) On the Change of Control Purchase Date, the Company shall be required, to the extent lawful, to:

(i) accept for payment all Notes or portions of Notes properly tendered and not properly withdrawn pursuant to the Change of Control Offer;

(ii) deposit with the Paying Agent an amount equal to the Change of Control Payment in respect of all Notes or portions of Notes properly tendered; and

(iii) deliver or cause to be delivered to the Trustee the Notes properly accepted together with an Officers' Certificate stating the aggregate principal amount of Notes or portions of Notes being purchased.

The Paying Agent shall promptly mail or otherwise deliver to each Holder of Notes properly tendered the Change of Control Payment for such Notes (or with respect to Global Notes otherwise make such payment in accordance with the Applicable Procedures of the Depositary), and the Trustee shall promptly authenticate and mail (or cause to be transferred by book-entry) to each Holder of Notes properly tendered a new Note equal in principal amount to any unpurchased portion of any Notes surrendered; *provided* that each new Note shall be in a principal amount of $2,000 or an integral multiple of $1,000 in excess thereof.

(4) The Company shall comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of Notes as a result of a Change of Control Triggering Event. To the extent that the provisions of any securities laws or regulations conflict with this Section 6.3, the Company shall comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations under this Section 6.3 by virtue of such conflicts.

(5) Notwithstanding the foregoing, the Company shall not be required to make a Change of Control Offer for the Notes upon a Change of Control Triggering Event if (a) a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for an offer made by the Company and such third party purchases all the Notes properly tendered and not withdrawn under its offer or (b) prior to the occurrence of the related Change of Control Triggering Event, the Company has given written notice of a redemption as provided under Section 5.1 unless the Company has failed to pay the Redemption Price on the Redemption Date.

(6) If Holders of not less than 90% in aggregate principal amount of the Outstanding Notes validly tender and do not withdraw such Notes in a Change of Control Offer and the Company, or any third party making such an offer in lieu of the Company as described in Section 6.3(5) of this Supplemental Indenture, purchase all of such Notes properly tendered and not withdrawn by such Holders, the Company or such third party have the right, upon not less than 10 days' nor more than 60 days' prior notice (*provided* that such notice is given not more than 60 days following such repurchase pursuant to the applicable Change of Control Offer) to redeem all Notes that remain Outstanding following such purchase on a date specified in such notice (the "Second Change of Control Purchase Date") and at a price in cash equal to 101% of the aggregate principal amount of the Notes repurchased plus accrued and unpaid interest, if any, on the Notes repurchased to, but excluding, the Second Change of Control Purchase Date.

Section 6.4 Additional Amounts.

If, following any transaction permitted by Section 801 of the Indenture (as amended by this Supplemental Indenture), the Surviving Person is organized under the laws of a jurisdiction other than the United States, any state or territory thereof or the District of Columbia, all payments made to each holder or beneficial owner by the Surviving Person under, or with respect to, the Notes shall be made free and clear of, and without withholding or deduction for or on account of, any Taxes imposed or levied by or on behalf of the jurisdiction of organization of the Surviving Person or any political subdivision thereof or taxing authority therein (the "Taxing Jurisdiction"), unless such withholding or deduction is required by law or by the official interpretation or administration thereof.

If any amount for, or on account of, such Taxes is required to be withheld or deducted by the Surviving Person

4858-5323-2719 v.1.9 from any payment made under or with respect to the Notes to a holder or beneficial owner, the Surviving Person shall pay such additional amounts (the "Additional Amounts") as may be necessary so that the net amount received by each Holder or beneficial owner (including Additional Amounts) after such withholding or deduction shall not be less than the amount such Holder or beneficial owner would have received if such Taxes had not been required to be withheld or deducted; *provided*, *however*, that the foregoing obligation to pay Additional Amounts does not apply to:

(1) any Taxes imposed by the United States, including any Taxes withheld or deducted pursuant to Sections 1471 through 1474 of the Internal Revenue Code of 1986, as amended (or any amended or successor version of such Sections), any U.S. Treasury regulations promulgated thereunder, any official interpretations thereof or any agreements (including any law implementing any such agreement) entered into in connection with the implementation thereof;

(2) any Taxes that would not have been so imposed but for the existence of any present or former connection between the relevant Holder or any beneficial owner (or between a fiduciary, settlor, beneficiary, member or shareholder of, or possessor of power over the relevant holder or beneficial owner, if the relevant Holder or beneficial owner is an estate, nominee, trust or entity) and a Taxing Jurisdiction (other than the mere receipt of such payment or the ownership or holding of such Note outside of the Surviving Person's country of organization);

(3) any Taxes that are imposed or withheld by reason of the failure by the relevant Holder or any beneficial owner of the Notes to comply on a timely basis with a written request of the Surviving Person addressed to such Holder or any beneficial owner to provide certification, information, documents or other evidence concerning the nationality, residence or identity of such Holder or beneficial owner or to make any declaration or similar claim or satisfy any other reporting requirement relating to such matters, which is required by a statute, treaty, regulation or administrative practice of the applicable Taxing Jurisdiction as a precondition to exemption from, or reduction in the rate of withholding or deduction of, all or part of such Taxes;

(4) any estate, inheritance, gift, sales, excise, transfer, personal property tax or similar tax, duty, assessment or governmental charge;

(5) any Taxes that are payable other than by deduction or withholding from a payment on or in respect of the Notes;

(6) any Taxes that are withheld or deducted by a Paying Agent from a payment if the payment could have been made by another Paying Agent without such withholding or deduction;

(7) any Taxes that are payable by any Person acting as custodian bank or collecting agent on behalf of a Holder, or otherwise in any manner which does not constitute a withholding or deduction by the Surviving Person, its Paying Agent, or any successor thereof from payments made by it;

(8) any Taxes that are payable by reason of a change in law that becomes effective more than 15 days after the relevant payment becomes due and is made available for payment to the Holders, unless such Taxes would have been applicable had payment been made within such 15 day period;

(9) any Taxes that are deducted or withheld pursuant to (a) any European Union directive or regulation concerning the taxation of interest income; (b) any international treaty or understanding relating to such taxation and to which the Taxing Jurisdiction or the European Union is a party or (c) any provision of law implementing, or complying with, or introduced to conform with, such directive, regulation, treaty or understanding; or

(10) any combination of the Taxes described above.

In addition, the Surviving Person shall not be required to pay Additional Amounts to a Holder that is a fiduciary or partnership or any Person other than the sole beneficial owner of such payment, to the extent that a beneficiary or settlor with respect to such fiduciary, a member of such a partnership or the beneficial owner of such payment would not have been entitled to the Additional Amounts had such beneficiary, settlor, member or beneficial owner been the actual Holder of such note.

Whenever in this Supplemental Indenture, the Indenture, a Board Resolution, an Officers' Certificate, or any Note, reference is made in any context to the principal of, and any interest on, any Note, such mention shall be deemed to include any relevant Additional Amounts to the extent that, in such context, Additional Amounts are, were or would be payable in respect of such Note.

The obligations described under this Section 6.4 shall survive any termination or discharge of the Indenture or this Supplemental Indenture, any Defeasance of the Notes and shall apply *mutatis mutandis* to any jurisdiction in which any successor Person to the Company or any Surviving Person is organized or any political subdivision or taxing authority or agency thereof or therein.

ARTICLE VII

SUPPLEMENTAL INDENTURES

Section 7.1 Supplemental Indentures without Consent of Holders of Notes.

Section 901 of the Indenture shall, with respect to the Notes, be replaced in its entirety with the following:

"Without the consent of any Holders of the Notes, the Company, when authorized by a Board Resolution, together with the Trustee, at any time and from time to time, may modify or amend the Indenture, this Supplemental Indenture and the terms of the Notes to:

(1) allow the successor (or successive successors) to the Company to assume the Company's obligations under the Indenture, this Supplemental Indenture and the Notes pursuant to the provisions under Article VIII;

(2) add to the covenants of the Company for the benefit of the Holders of the Notes or the Trustee, Paying Agent, Registrar or other agent or similar Person or surrender any right or power conferred upon the Company under this Supplemental Indenture, the Indenture or the Notes;

(3) add any additional Events of Default;

(4) add to or change any provisions of this Supplemental Indenture, the Indenture or the Notes to the extent necessary to permit or facilitate the issuance of Notes in uncertificated form;

(5) amend or supplement any provisions of this Supplemental Indenture, the Indenture or the Notes to the extent such amendment or supplement does not apply to any outstanding Notes issued prior to the date of such amendment or supplement and entitled to the benefits of such provision;

(6) secure the Notes and provide for the terms of the release of such security;

(7) add guarantees with respect to the obligations of the Company under the Notes and provide for the terms of the release of such guarantees;

(8) provide for a successor Trustee with respect to the Notes or otherwise change any of the provisions of this Supplemental Indenture or the Indenture as shall be necessary to provide for or facilitate the administration of the trusts thereunder by more than one Trustee;

(9) provide for the issuance of Additional Notes to the extent permitted under the Indenture;

(10) provide for a co-issuer with respect to the Notes;

(11) cure any ambiguity, omission, defect or inconsistency, as determined in good faith by the Company;

(12) conform this Supplemental Indenture, the Indenture or the Notes to the Description of the Notes and Description of Debt Securities contained in the Company's prospectus supplement dated February 27, 2023 and prospectus dated July 29, 2021 relating to the Notes;

(13) comply with the rules and regulations of DTC or any other clearing system or Depositary and the rules and regulations of any securities exchange or automated quotation system on which the Notes may be listed or traded; or

(14) make any other amendment or supplement to this Supplemental Indenture, the Indenture or the Notes, as long as that amendment or supplement does not adversely affect the rights of the Holders of any Notes in any material respect, as determined in good faith by the Company.

No amendment to this Supplemental Indenture, the Indenture or the Notes made solely to conform this Supplemental Indenture, the Indenture or the Notes to the Description of the Notes and Description of Debt Securities contained in the Company's prospectus supplement dated February 27, 2023 and prospectus dated July 29, 2021 relating to the Notes, shall be deemed to adversely affect the interests of the Holders of the Notes.

Upon the request of the Company, when authorized by a Board Resolution, the Trustee shall join with the Company in the execution of any amended Supplemental Indenture authorized or permitted by the terms of the Indenture or this Supplemental Indenture and to make any further appropriate agreements and stipulations which may be contained therein."

Section 7.2 Supplemental Indentures with Consent of Holders of Notes

The first paragraph, including clauses (1) through (5) thereof, of Section 902 of the Indenture shall, with respect to the Notes, be replaced with the following:

"With the consent of the Holders of a majority in principal amount of the Outstanding Notes affected by such supplemental indenture, by Act of said Holders delivered to the Company and the Trustee, the Company, when authorized by a Board Resolution, and the Trustee may enter into an indenture or indentures supplemental hereto for purpose adding any provisions to or changing an any manner or eliminating any of the provisions of the Indenture, the Supplemental Indenture or the Notes or of modifying in any manner the rights of the Holders of the Notes; *provided*, *however*, that no such supplemental indenture shall, without the consent of the Holder of each Outstanding Note affected thereby:

(1) change the Stated Maturity of the principal of, or any installment of interest on, any Note;

(2) reduce the principal of, or rate of interest on, any Note;

(3) reduce any amount payable upon the redemption or purchase at the option of the Holder of any Note;

(4) change any place of payment where, or the currency in which, any principal of, or premium, if any, or interest on, any Note is payable;

(5) impair the right to institute suit for the enforcement of any payment on, or with respect to, any Note on or after the Stated Maturity or Redemption Date; or

(6) reduce the percentage in principal amount of Outstanding Notes the consent of whose Holders is required for modification or amendment of the Indenture or this Supplemental Indenture or for waiver of compliance with provisions of the Indenture or this Supplemental Indenture or waiver of defaults, in each case, with respect to or in respect of provisions hereof and thereof that cannot be modified or waived without the consent of the Holder of each Outstanding Note affected thereby."

The second paragraph of Section 902 of the Indenture shall, with respect to the Notes, add the following as the last sentence thereto:

"In addition, the Holders of at least a majority in aggregate principal amount of the Outstanding Notes may, on behalf of the Holders of all Notes waive compliance with the Company's covenants described under Section 6.1 and 6.2 of this Supplemental Indenture."

ARTICLE VIII

CONSOLIDATION, MERGER, CONVEYANCE, TRANSFER OR LEASE

Section 8.1 Company May Consolidate, Etc. on Certain Terms.

Section 801 of the Indenture shall, with respect to the Notes, be replaced with the following:

"The Company shall not in a single transaction or a series of related transactions, consolidate or merge with or into any other Person, permit any other Person to consolidate with or merge into the Company or convey, transfer or lease all or substantially all of the Properties and assets of the Company and its Subsidiaries, taken as a whole, to any other Person, unless:

(1) the Company is the surviving entity, or the Person formed by such consolidation or merger (if other than the Company) or the Person to which all or substantially all of the Properties and assets of the Company and its Subsidiaries, taken as a whole, are conveyed, transferred or leased, as the case may be (the "Surviving Person"), shall be an entity organized and existing under the laws of the United States of America (or any state or territory thereof or the District of Columbia), the United Kingdom (or any constituent country thereof), Germany, France, Luxembourg, the Netherlands, Ireland or Canada (or any province or territory thereof) and shall expressly assume, by a supplemental indenture executed and delivered to the Trustee, in form reasonably satisfactory to the Trustee, the due and punctual payment of the principal of and any premium and interest on the Outstanding Notes and the performance and observance of every covenant of this Supplemental Indenture and the Indenture on the part of the Company to be performed or observed;

(2) immediately after giving effect to any such transaction and treating any Indebtedness that becomes an obligation of the Company or any Subsidiary of the Company as a result of such transaction as having been incurred by the Company or any Subsidiary of the Company at the time of such transaction, there shall not be any Default or Event of Default;

(3) if, as a result of any such transaction, the Properties or assets of the Company would become subject to a Lien which would not be permitted under Section 6.1 of this Supplemental Indenture, the Company or such successor Person, as the case may be, shall take those steps that are necessary to secure all the Outstanding Notes equally and ratably with Indebtedness secured by that Lien; and

(4) the Company shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent to the consummation of the particular consolidation, merger, conveyance, transfer or lease under this Supplemental Indenture and the Indenture have been complied with."

Section 8.2 Successor Corporation Substituted.

Section 802 of the Indenture shall, with respect to the Notes, be replaced with the following:

"Upon any consolidation or merger by the Company with or into any other Person or any sale, transfer, lease or conveyance of all or substantially all of the Properties and assets of the Company and its Subsidiaries, taken as a whole, to any other Person in accordance with Section 8.1, the successor Person formed by such consolidation or merger or to which such conveyance, transfer or lease is made shall succeed to, and be substituted for, and may exercise every right and power of, the Company under this Supplemental Indenture and the Indenture with the same effect as if such successor Person has been named as the Company herein, and thereafter, except in the case of a lease to another Person, the predecessor Person shall be relieved of all obligations and covenants under the Indenture, this Supplemental Indenture and the Notes (to the extent the Company was the predecessor Person)."

ARTICLE IX

NO GUARANTORS

Article 15 of the Indenture shall not be applicable to the Notes.

ARTICLE X

DEFEASANCE

Section 10.1 Covenant Defeasance.

The provisions of Article Thirteen of the Indenture shall be applicable to the Notes, except that any reference to "Holders" in Section 1304(2), (3) of the Indenture shall be replaced by "beneficial owners" with respect to the Notes. For purposes of the foregoing, the phrase "and any covenants provided pursuant to Section 301(19)" appearing in the first sentence of Section 1303 of the Indenture, and words of like import appearing throughout the Indenture in furtherance of the application of the provisions of Article Thirteen of the Indenture to the Notes, shall be deemed to refer explicitly to the provisions of Articles VI (exclusive of Section 6.3 thereof to which the provisions of Article Thirteen of the Indenture shall not apply) and VIII of this Supplemental Indenture.

ARTICLE XI

MISCELLANEOUS

Section 11.1 Survivability, Governing Law, etc.

(1) The Indenture, as supplemented and amended by this Supplemental Indenture, is in all respects adopted, ratified and confirmed, and all of the terms, provisions and conditions thereof shall be and remain in full force and effect, and this Supplemental Indenture and all its provisions shall be deemed a part thereof.

(2) In case any provision in this Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(3) THIS SUPPLEMENTAL INDENTURE AND THE NOTES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICTS OF LAWS AND RULES THEREOF.

(4) This Supplemental Indenture and the Notes (and each amendment, modification and waiver in respect of this Supplemental Indenture or the Notes) may be executed and delivered in counterparts (including by electronic transmission (including .pdf file, .jpeg file or any electronic signature complying with the U.S. federal ESIGN Act of 2000, including Orbit, Adobe Sign, DocuSign, or any other similar platform identified by the Company and reasonably available at no undue burden or expense to the Trustee), each of which shall be deemed an original, and all of which together constitute one and the same instrument. Delivery of an executed counterpart signature page of this Supplemental Indenture by facsimile or any such electronic transmission shall be effective as delivery of a manually executed counterpart of this Supplemental Indenture. Any electronically signed document delivered via email from a person purporting to be an authorized officer shall be considered signed or executed by such authorized officer on behalf of the applicable person. The Trustee shall have no duty to inquire into or investigate the authenticity or authorization of any such electronic signature and shall be entitled to conclusively rely on any such electronic signature without any liability with respect thereto.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed all as of the day and year first above written.

COMPANY

FISERV, INC.

By: /s/ Robert W. Hau
Name: Robert W. Hau
Title: Chief Financial Officer

TRUSTEE

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By: /s/ Yvonne Siira
Name: Yvonne Siira
Title: Vice President

[Signature Page to Twenty-Eighth Supplemental Indenture]

Exhibit 5.1

March 2, 2023

Fiserv, Inc.,
255 Fiserv Drive,
Brookfield, Wisconsin 53045.

Ladies and Gentlemen:

In connection with the registration under the Securities Act of 1933 (the "Act") of $900,000,000 aggregate principal amount of the 5.450% Senior Notes due 2028 (the "2028 Notes") and $900,000,000 aggregate principal amount of the 5.600% Senior Notes due 2033 (the "2033 Notes" and, together with the 2028 Notes, the "Securities") of Fiserv, Inc., a Wisconsin corporation (the "Company"), we, as your counsel, have examined such corporate records, certificates and other documents, and such questions of law, as we have considered necessary or appropriate for the purposes of this opinion.

Upon the basis of such examination, it is our opinion that the Securities constitute valid and legally binding obligations of the Company, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

In rendering the foregoing opinion, we are expressing no opinion as to Federal or state laws relating to fraudulent transfers and we are not passing upon, and assume no responsibility for, any disclosure in any registration statement or any related prospectus or other offering material relating to the offer and sale of the Securities.

The foregoing opinion is limited to the Federal laws of the United States and the laws of the State of New York, and we are expressing no opinion as to the effect of the laws of any other jurisdiction. With respect to all matters of Wisconsin law, we note that you have received an opinion, dated March 2, 2023 of Eric Nelson, the Company's SVP, Co-General Counsel and Secretary. In rendering the foregoing opinion, we have assumed, without independent verification, that the Company is an existing corporation in good standing under Wisconsin law, and that the Securities have been duly authorized, executed and delivered under Wisconsin law.

We have relied as to certain factual matters on information obtained from public officials, officers of the Company and other sources believed by us to be responsible, and we have assumed that the Indenture, dated as of November 20, 2007, and the Twenty-Seventh Supplemental Indenture and Twenty-Eighth Supplemental Indenture, each dated as of March 2, 2023, have been duly authorized, executed and delivered by the Trustee thereunder, an assumption which we have not independently verified.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the references to us under the heading "Validity of the Notes" in the Prospectus Supplement relating to the Securities, dated February 27, 2023. In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Act.

Very truly yours,

/s/ Sullivan & Cromwell LLP

Exhibit 5.2

Execution Version

March 2, 2023

Fiserv, Inc.,
255 Fiserv Drive,
Brookfield, Wisconsin 53045.

Ladies and Gentlemen:

In connection with the registration under the Securities Act of 1933 (the "Act") of $900,000,000 aggregate principal amount of the 5.450% Senior Notes due 2028 (the "2028 Notes") and $900,000,000 aggregate principal amount of the 5.600% Senior Notes due 2033 (the "2033 Notes" and, together with the 2028 Notes, the "Securities") of Fiserv, Inc., a Wisconsin corporation (the "Company"), I, as Co-General Counsel and Secretary of the Company, have examined such corporate records, certificates and other documents, and such questions of law, as I have considered necessary or appropriate for the purposes of this opinion.

Upon the basis of such examination, it is my opinion that, (a) based solely on a Certificate of Status of the Wisconsin Department of Financial Institutions, the Company is a corporation validly existing under the laws of the State of Wisconsin, (b) the Securities have been duly authorized by all proper and necessary corporate action in respect of the Company and have been duly executed and delivered by the Company, and (c) the Securities constitute valid and legally binding obligations of the Company, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

In rendering the foregoing opinion, I am expressing no opinion as to Federal or state laws relating to fraudulent transfers and I am not passing upon, and assume no responsibility for, any disclosure in any registration statement or any related prospectus or other offering material relating to the offer and sale of the Securities.

The foregoing opinion is limited to the laws of the State of Wisconsin and I am expressing no opinion as to the effect of the laws of any other jurisdiction. With respect to all matters of the laws of the State of New York, I note that you have received an opinion, dated March 2, 2023 of Sullivan & Cromwell LLP, the Company's outside counsel.

I have relied as to certain factual matters on information obtained from public officials, officers of the Company and other sources believed by me to be responsible, and I have assumed that the Indenture has been duly authorized, executed and delivered by the Trustee thereunder, an assumption which I have not independently verified.

I hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the references to me under the heading "Validity of the Notes" in the Prospectus Supplement relating to the Securities, dated February 27, 2023. In giving such consent, I do not thereby admit that I am in the category of persons whose consent is required under Section 7 of the Act.

Very truly yours,

/s/ Eric Nelson
SVP, Co-General Counsel and Secretary