

**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): May 7, 2025**

**Fiserv, Inc.**

(Exact name of registrant as specified in its charter)

**Wisconsin**  
(State or other jurisdiction  
of incorporation)

**1-38962**  
(Commission  
File Number)

**39-1506125**  
(IRS Employer  
Identification No.)

**600 N. Vel R. Phillips Avenue, Milwaukee, Wisconsin 53203**  
(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	FI	The New York Stock Exchange
1.125% Senior Notes due 2027	FI27	The New York Stock Exchange
1.625% Senior Notes due 2030	FI30	The New York Stock Exchange
2.250% Senior Notes due 2025	FI25	The New York Stock Exchange
3.000% Senior Notes due 2031	FI31	The New York Stock Exchange
4.500% Senior Notes due 2031	FI31A	The New York Stock Exchange

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 Euro Notes Offering***

#### *General Information*

On May 7, 2025, Fiserv Funding Unlimited Company (“Fiserv Funding”), an indirect, wholly owned subsidiary of Fiserv, Inc. (the “Company”), completed the public offering and issuance of €750,000,000 aggregate principal amount of Fiserv Funding’s 2.875% Senior Notes due 2028 (the “2028 Notes”), €775,000,000 aggregate principal amount of Fiserv Funding’s 3.500% Senior Notes due 2032 (the “2032 Notes”) and €650,000,000 aggregate principal amount of Fiserv Funding’s 4.000% Senior Notes due 2036 (the “2036 Notes” and, together with the 2028 Notes and the 2032 Notes, the “Notes”). The Notes are fully and unconditionally guaranteed on a senior unsecured basis by the Company.

The Notes were issued under an Indenture, dated as of April 24, 2025 (the “Indenture”), among Fiserv Funding, the Company and U.S. Bank Trust Company, National Association, as trustee, as supplemented by (i) a First Supplemental Indenture, establishing the terms and providing for the issuance of the 2028 Notes (the “2028 Notes Supplemental Indenture”), (ii) a Second Supplemental Indenture, establishing the terms and providing for the issuance of the 2032 Notes (the “2032 Notes Supplemental Indenture”) and (iii) a Third Supplemental Indenture, establishing the terms and providing for the issuance of the 2036 Notes (the “2036 Notes Supplemental Indenture”), each dated as of May 7, 2025, and each by and among Fiserv Funding, the Company and the Trustee. Pursuant to an Agency Agreement, dated as of May 7, 2025 (the “Agency Agreement”), relating to the Notes, Fiserv Funding has appointed U.S. Bank Europe DAC to act as paying agent for the Notes.

#### *Interest Rate and Maturity*

The 2028 Notes Supplemental Indenture and the form of the 2028 Notes that is included therein provide, among other things, that the 2028 Notes bear interest at a rate of 2.875% per year (payable annually in arrears on June 15 of each year, beginning on June 15, 2025) and will mature on June 15, 2028. The 2032 Notes Supplemental Indenture and the form of the 2032 Notes that is included therein provide, among other things, that the 2032 Notes bear interest at a rate of 3.500% per year (payable annually in arrears on June 15 of each year, beginning on June 15, 2025) and will mature on June 15, 2032. The 2036 Notes Supplemental Indenture and the form of the 2036 Notes that is included therein provide, among other things, that the 2036 Notes bear interest at a rate of 4.000% per year (payable annually in arrears on June 15 of each year, beginning on June 15, 2025) and will mature on June 15, 2036.

#### *Optional Redemption*

Prior to (i) with respect to the 2028 Notes, May 15, 2028 (one month prior to the maturity date of such notes), (ii) with respect to the 2032 Notes, March 15, 2032 (three months prior to the maturity date of such notes) and (iii) with respect to the 2036 Notes, March 15, 2036 (three months prior to the maturity date of such notes) (each, a “par call date”), Fiserv Funding may redeem the applicable series of Notes at Fiserv Funding’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 an annual (ACTUAL/ACTUAL (ICMA)) basis at a rate equal to the sum of the Comparable Government Bond Rate (as defined in the 2028 Notes Supplemental Indenture, the 2032 Notes Supplemental Indenture or the 2036 Notes Supplemental Indenture, as applicable), plus 20 basis points in the case of the 2028 Notes, 25 basis points in the case of the 2032 Notes and 25 basis points in the case of the 2036 Notes, less interest accrued to, but excluding, 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 excluding, the redemption date. On or after the applicable par call date for the 2028 Notes, the 2032 Notes and the 2036 Notes, Fiserv Funding 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, but excluding, the redemption date.

#### *Repurchase Upon a Change of Control Triggering Event*

Fiserv Funding 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, the 2032 Notes Supplemental Indenture and the 2036 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 2028 Notes Supplemental Indenture, the 2032 Notes Supplemental Indenture and the 2036 Notes Supplemental Indenture set forth above are qualified by reference to the 2028 Notes Supplemental Indenture, the 2032 Notes Supplemental Indenture and the 2036 Notes Supplemental Indenture filed as Exhibits 4.1, 4.2 and 4.3, 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 and the Company's guarantees thereof are registered under the Securities Act of 1933, as amended, pursuant to a Registration Statement on Form S-3 (Registration No. 333-277241) filed by the Company with the Securities and Exchange Commission on February 22, 2024, as amended by the Post-Effective Amendment No. 1 to the Registration Statement filed by Fiserv Funding and the Company with the Securities and Exchange Commission on April 24, 2025. 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

<u>Exhibit Number</u>	<u>Description</u>
4.1	<a href="#"><u>First Supplemental Indenture, dated as of May 7, 2025, among Fiserv Funding Unlimited Company, as issuer, Fiserv, Inc., as guarantor, and U.S. Bank Trust Company, National Association, as trustee (including the Form of 2.875% Senior Notes due 2028).</u></a>
4.2	<a href="#"><u>Second Supplemental Indenture, dated as of May 7, 2025, among Fiserv Funding Unlimited Company, as issuer, Fiserv, Inc., as guarantor, and U.S. Bank Trust Company, National Association, as trustee (including the Form of 3.500% Senior Notes due 2032).</u></a>
4.3	<a href="#"><u>Third Supplemental Indenture, dated as of May 7, 2025, among Fiserv Funding Unlimited Company, as issuer, Fiserv, Inc., as guarantor, and U.S. Bank Trust Company, National Association, as trustee (including the Form of 4.000% Senior Notes due 2036).</u></a>
4.4	<a href="#"><u>Agency Agreement, dated as of May 7, 2025, among Fiserv Funding Unlimited Company, as issuer, U.S. Bank Europe DAC, as paying agent, and U.S. Bank Trust Company, National Association, as trustee and security registrar.</u></a>
5.1	<a href="#"><u>Opinion of Sullivan &amp; Cromwell LLP</u></a>
5.2	<a href="#"><u>Opinion of Eric Nelson, SVP, General Counsel and Secretary of Fiserv, Inc.</u></a>
5.3	<a href="#"><u>Opinion of DLA Piper Ireland LLP</u></a>
23.1	<a href="#"><u>Consent of Sullivan &amp; Cromwell LLP (included in Exhibit 5.1).</u></a>
23.2	<a href="#"><u>Consent of Eric Nelson, SVP, General Counsel and Secretary of Fiserv, Inc. (included in Exhibit 5.2).</u></a>
23.3	<a href="#"><u>Consent of DLA Piper Ireland LLP (included in Exhibit 5.3).</u></a>
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: May 7, 2025

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

FIRST SUPPLEMENTAL INDENTURE

Dated as of May 7, 2025

Supplementing that Certain

INDENTURE

Dated as of April 24, 2025

Among

FISERV FUNDING UNLIMITED COMPANY,  
as Issuer,

FISERV, INC.,  
as the Initial Guarantor,

and

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

2.875% SENIOR NOTES DUE 2028

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This First Supplemental Indenture, dated as of May 7, 2025 (the “Supplemental Indenture”), among Fiserv Funding Unlimited Company, a private unlimited company with share capital incorporated under the laws of Ireland, with company number 786181 and having its registered office at 10 Hanover Quay, Dublin D02 K510, Ireland (herein called the “Company”), as the issuer, Fiserv, Inc., a Wisconsin corporation (herein called the “Initial Guarantor”), as a Guarantor, and U.S. Bank Trust Company, National Association, a national banking association, as trustee hereunder (herein called the “Trustee”), supplements that certain Indenture, dated as of April 24, 2025, among the Company, the Initial Guarantor and the Trustee (the “Indenture”).

## RECITALS OF THE COMPANY AND THE INITIAL GUARANTOR

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, and the Initial Guarantor has duly authorized the execution and delivery of the Indenture to provide for the issuance from time to time of guarantees of such unsecured debentures, notes or other evidences of indebtedness of the Company contained therein.

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 Depository therefor (including the ICSDs), 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, the Initial Guarantor and the Trustee have agreed that the Company shall issue and deliver, and the Trustee shall authenticate, Securities denominated as its “2.875% 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 Depository therefor (including the ICSDs), 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.

D. The Company has appointed the Paying Agent as the paying agent in respect of the Securities described in this Supplemental Indenture.

## 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):

“₳” or “Dollars” means the lawful currency of the United States of America.

“€” or “euro” means the lawful currency of the member states of the European Union that have adopted the euro as their currency.

“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 and other identifying 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 the Code, such Additional Notes shall not have the same CUSIP and other identifying numbers 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, Euroclear, Clearstream or any other Depository, 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 Initial Guarantor’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 or the Initial Guarantor in writing at its or the Company’s or the Initial Guarantor’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 or Sunday (a) which is not a day on which banking institutions in The City of New York or London are authorized or obligated by law, regulation or executive order to close and (b) on which the Trans-European Automated Real Time Gross Settlement Express Transfer System (T2) or any successor or replacement thereto is open.

“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 Initial Guarantor 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 Initial Guarantor 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 Initial Guarantor (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 Initial Guarantor’s Voting Stock; or (d) the Initial Guarantor consolidates or merges with or into any entity, pursuant to a transaction in which any of the outstanding Voting Stock of the Initial Guarantor or such other entity is converted into or exchanged for cash, securities or other Property (except when Voting Stock of the Initial Guarantor 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 Initial Guarantor 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 Initial Guarantor’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(2)(iii).

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

“Clearing System Business Day” means each Monday through Friday, inclusive, except December 25<sup>th</sup> and January 1<sup>st</sup>.

“Clearstream” means Clearstream Banking S.A and any successor thereto.

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

“Common Depositary” means U.S. Bank Europe DAC.

“Common Stock” means shares of the Initial Guarantor’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 Initial Guarantor into which such Common Stock shall be reclassified or changed.

“Comparable Government Bond” means, in relation to any Comparable Government Bond Rate calculation, at the discretion of an Independent Investment Banker selected by the Company, a German government bond whose maturity is closest to the maturity of the Notes to be redeemed (assuming for this purpose that the Notes mature on the Par Call Date), or if such Independent Investment Banker in its discretion determines that such similar bond is not in issue, such other German government bond as such Independent Investment Banker may, with the advice of three brokers of, and/or market makers in, German government bonds selected by the Company, determine to be appropriate for determining the Comparable Government Bond Rate.

“Comparable Government Bond Rate” means the price, expressed as a percentage (rounded to three decimal places, with 0.0005 being rounded upwards), at which the gross redemption yield on the Notes to be redeemed, if they were to be purchased at such price on the third Business Day prior to the date fixed for redemption, would be equal to the gross redemption yield of the Comparable Government Bond on such Business Day on the basis of the middle market price of such Comparable Government Bond prevailing at 11:00 a.m. (London time) on such Business Day as determined by an Independent Investment Banker selected by the Company.

“Covenant Defeasance” has the meaning specified 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 5.01(4) of the Indenture shall have occurred) shall include those specified in, or added pursuant to, as the case may be, Article VIII of the Indenture and Sections 6.1, 6.2, 6.4, 7.1(2) 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.

“Depository” means, with respect to the Notes, Euroclear and Clearstream.

“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, and any successor thereto.

“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 accounting principles generally accepted in the United States.

“Government Obligations” means securities denominated in euro that are (a) direct obligations of the Federal Republic of Germany or any country that is a member of the European Union that has adopted the euro as its currency and whose long-term debt is rated equal to or higher than “A-1” (or the equivalent under any successor rating category) by Moody’s or equal to or higher than “A+” (or the equivalent under any successor rating category) by S&P or the equivalent rating category of another internationally recognized rating agency, the payments of which are supported by the full faith and credit of the German government or such other member of the European Union, or (b) obligations of a person controlled or supervised by and acting as an agency or instrumentality of the Federal Republic of Germany or such other member of the European Union, the payments of which are unconditionally guaranteed as a full faith and credit obligation of the German government or such other member of the European Union.

“Guarantors” has the meaning specified in the Indenture.

“ICSDs” means, together, Clearstream and Euroclear.

“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 Initial Guarantor 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.

“Independent Investment Banker” means each of J.P. Morgan Securities plc, Citigroup Global Markets Limited, MUFG Securities (Europe) N.V. and Wells Fargo Securities International Limited (or their respective successors), or if each such firm is unwilling or unable to select the Comparable Government Bond, an independent investment banking institution of international standing appointed by the Company.

“Initial Notes” means Notes in an aggregate principal amount of up to €750,000,000 initially issued under this Supplemental Indenture in accordance with Section 2.1(2).

“Initial Guarantor” has the meaning specified in the preamble of this Supplemental Indenture until a successor Person shall have become such pursuant to the applicable provisions of the Indenture and this Supplemental Indenture, and thereafter “Initial Guarantor” means such successor Person.

“Initial Guarantor’s Board of Directors” means either the board of directors of the Initial Guarantor or any duly authorized committee empowered by that board to act with respect to this Supplemental Indenture.

“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).

“Market Exchange Rate” means the noon buying rate in The City of New York for cable transfers of euro, as certified for customs purposes (or, if not so certified, as otherwise determined) by the Federal Reserve Bank of New York.

“Maturity Date” means June 15, 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 Initial Guarantor 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 Initial Guarantor 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 2.875% 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 May 15, 2028.

“Paying Agent” means U.S. Bank Europe DAC.

“Permitted Sale-Leaseback Transactions” means any sale or transfer by the Initial Guarantor or any of its Restricted Subsidiaries of any Principal Property owned by the Initial Guarantor 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 Initial Guarantor 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(21), exceeds the greater of (i) \$4,000,000,000 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 Initial Guarantor’s Board of Directors) 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 Initial Guarantor 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 Initial Guarantor’s Net Worth or (b) in the opinion of the Initial Guarantor’s Board of Directors, is not of material importance to the business conducted by the Initial Guarantor 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, 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 Clearing System Business Day immediately preceding such Interest Payment Date.

“Restricted Subsidiary” means any Subsidiary of the Initial Guarantor 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.

“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” means the jurisdiction of organization or tax residence of the Company or the Initial Guarantor, or any political subdivision of such jurisdiction of organization or tax residence or taxing authority therein.

“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 (a) 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 Initial Guarantor or any Subsidiary of the Initial Guarantor at “fair value,” as defined therein and (b) 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 May 7, 2025, 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 (including the ICSDs), 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 €750,000,000 and shall mature on June 15, 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 99.925% of the aggregate principal amount of such series. The aggregate principal amount of Initial Notes Outstanding at any time may not exceed €750,000,000, 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 3.04, 3.05, 3.06, 9.06 or 11.07 of the Indenture and except for any Notes which, pursuant to Section 3.03 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 and other identifying 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 and other identifying number as the Initial Notes.

(3) The Notes shall be issued only in fully registered form without coupons in minimum denominations of €100,000 and any integral multiple of €1,000 in excess thereof.

(4) Notwithstanding anything to the contrary in the Indenture, U.S. Bank Europe DAC will initially act as paying agent for the Notes and not the Trustee. The Company may appoint and change the Paying Agent without prior notice to the Holders.

## Section 2.2 Interest.

(1) Interest on the Notes shall accrue at the per annum rate of 2.875% and shall be paid on the basis of the actual number of days in the period for which interest is being calculated and the actual number of days from, and including, the last scheduled Interest Payment Date to which interest was paid on the Notes (or from May 7, 2025, if no interest has been paid on the Notes) to, but excluding, the next scheduled Interest Payment Date (such payment convention being referred to as the ACTUAL/ACTUAL (ICMA) (as defined in the rulebook of the International Capital Markets Association) day count convention).

(2) The Company shall pay interest on the Notes annually in arrears on June 15 of each year (each, an "Interest Payment Date"), commencing June 15, 2025.

(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 Issuance in Euro.

Payments of principal (and premium, if any) and interest on the Notes, including any payments made upon the redemption or repurchase of the Notes pursuant to Sections 5.1, 5.2 or 6.3 hereof, and payments under the Guarantee will be made in euro. Distributions of such amounts with respect to any Global Security will be credited in euro to the extent received by the ICSDs to the cash accounts of the ICSD customers in accordance with their Applicable Procedures. If euro is unavailable to the Company or the Initial Guarantor, as the case may be, due to the imposition of exchange controls or other circumstances beyond the control of the Company or the Initial Guarantor, as applicable, or if the euro is no longer used by the member states of the European Union that have adopted the euro as their currency or for the settlement of transactions by public institutions of or within the international banking community, then all payments in respect of the Notes and the Guarantee will be made in Dollars until the euro is again available to the Company or Initial Guarantor, as the case may be, or so used. In such circumstances, the amount payable on any date in euro will be converted into Dollars at the Market Exchange Rate as of the close of business on the second Business Day prior to the relevant payment date or, if such Market Exchange Rate is not then available, on the basis of the then most recent Dollar/euro exchange rate available on or prior to the second Business Day prior to the relevant payment date as determined by the Company or the Initial Guarantor, as the case may be, in its sole discretion. Any payment in respect of the Notes or the Guarantee so made in Dollars will not constitute an Event of Default under the Indenture, this Supplemental Indenture or the Notes.

Section 2.4 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 Depository therefor (including the ICSDs), 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 or otherwise produced in any other manner permitted by the rules of any automated quotation system or securities exchange 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 a nominee of the ICSDs, as Depository, and shall be deposited with the Common Depository or its nominee. Beneficial interests in the Global Notes shall be shown on, and transfers shall only be made through, the records maintained by the ICSDs and their 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 EUROCLEAR AND CLEARSTREAM ARE TO BE THE DEPOSITARY:**

**UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF EUROCLEAR BANK, S.A./N.V. AS OPERATOR OF THE EUROCLEAR SYSTEM (“EUROCLEAR”) AND CLEARSTREAM BANKING S.A. (“CLEARSTREAM,” AND TOGETHER WITH EUROCLEAR, “EUROCLEAR/CLEARSTREAM”), TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF THE COMMON DEPOSITARY OR ITS NOMINEE, OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE COMMON DEPOSITARY OR AN AUTHORIZED REPRESENTATIVE OF EUROCLEAR/CLEARSTREAM (AND ANY PAYMENT IS MADE TO THE COMMON DEPOSITARY OR ITS NOMINEE OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE COMMON DEPOSITARY OR AN AUTHORIZED REPRESENTATIVE OF EUROCLEAR/CLEARSTREAM), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, THE COMMON DEPOSITARY OR ITS NOMINEE, HAS AN INTEREST HEREIN.]**

**FISERV FUNDING UNLIMITED COMPANY**

2.875% SENIOR NOTE DUE 2028

No. \_\_\_\_\_

€750,000,000

CUSIP NO. 337735 AA2

ISIN NO. XS3060656884

Common Code 306065688

Fiserv Funding Unlimited Company, a private unlimited company with share capital incorporated under the laws of Ireland, (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 USB Nominees (UK) Limited, or registered assigns, the principal sum of SEVEN HUNDRED FIFTY MILLION euros (€750,000,000) on June 15, 2028, and to pay interest thereon, from May 7, 2025, 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 June 15 of each year, commencing June, 15, 2025, at the per annum rate of 2.875%, 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 Clearing System Business Day immediately preceding the applicable Interest Payment Date. 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 an ACTUAL/ACTUAL (ICMA) (as defined in the rulebook of the International Capital Markets Association) day count convention.

Payments of principal (and premium, if any) and interest on this Note, and payments under the related Guarantee, shall be made in euro at an office or agency maintained for such purpose in Dublin, initially the office of the Paying Agent at Block F1, Cherrywood Business Park, Cherrywood, Dublin 18, Ireland, D18 W2X7 or the office maintained from time to time by the Paying Agent in Dublin. If euro is unavailable to the Company or the Initial Guarantor, as the case may be, due to the imposition of exchange controls or other circumstances beyond the control of the Company or Initial Guarantor, as applicable, or if the euro is no longer used by the member states of the European Union that have adopted the euro as their currency or for the settlement of transactions by public institutions of or within the international banking community, then all payments in respect of this Note and the related Guarantee will be made in Dollars until the euro is again available to the Company or the Initial Guarantor, as the case may be, or so used. In such circumstances, the amount payable on any date in euro shall be converted into Dollars at the Market Exchange Rate as of the close of business on the second Business Day before the relevant payment date, or if such Market Exchange Rate is not then available, on the basis of the most recent Dollar/euro exchange rate available on or prior to the second Business Day prior to the relevant payment date, as determined by the Company or the Initial Guarantor, as the case may be, in its sole discretion. Any payment in respect of this Note so made in Dollars shall not constitute an Event of Default under the Indenture or this Note.

With respect to Global Notes, the Company shall make such payments by wire transfer of immediately available funds to the Paying Agent for transmission to the ICSDs or to the nominee of the Common Depositary, as the case may be, as the registered holder of the Global Notes. With respect to certificated Notes, the Company, at its option, may make such payments by check mailed directly to holders at their registered addresses or by wire transfer of immediately available funds via the Paying Agent.

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 FUNDING UNLIMITED COMPANY

By: \_\_\_\_\_

Name:

Title:

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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 “2.875% Senior Notes due 2028” (herein called the “Notes”), issued under an Indenture, dated as of April 24, 2025 (the “Base Indenture”), as supplemented by that certain First Supplemental Indenture, dated as of May 7, 2025 (the “Supplemental Indenture” and herein with the Base Indenture, collectively, the “Indenture”), among the Company, the Initial Guarantor and U.S. Bank Trust Company, 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 Initial Guarantor, the Trustee, the Paying Agent 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 €750,000,000 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 3.04, 3.05, 3.06, 9.06 or 11.07 of the Base Indenture and except for any Notes which, pursuant to Section 3.03 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) (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 an annual (ACTUAL/ACTUAL (ICMA)) basis at a rate equal to the sum of the Comparable Government Bond Rate plus 20 basis points, *less* (ii) interest accrued to, but excluding, 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 excluding, 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, but excluding, the Redemption Date.
3. *Optional Tax Redemption.* The Notes may be redeemed pursuant to Section 5.2 of the Supplemental Indenture, at the Company’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 excluding, the Redemption Date, if (a) as a result of any

change in or amendment to the laws (or any rules or regulations thereunder) of a Taxing Jurisdiction, or any amendment to or change in an official interpretation, administration or application of such laws, rules or regulations, which change or amendment becomes effective or, in the case of a change in official position, is announced on or after the date of the Supplemental Indenture (or, if the Taxing Jurisdiction became a Taxing Jurisdiction on a later date, after such later date), the Company or the Initial Guarantor has or will become obligated to pay Additional Amounts pursuant to Section 6.4 of the Supplemental Indenture and (b) such obligation cannot be avoided by the Company or the Initial Guarantor taking reasonable measures available to it.

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 Depository.

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 to the Holders and the Trustee (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 or repurchase of this Note in part only, the Common Depository, as custodian of the Depository, 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 3.07 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 Milwaukee, Wisconsin, 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, the Paying Agent and any agent of the Company, the Trustee or the 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 the 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.

FORM OF 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 Paying Agent 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.

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Signature Guaranteed  
Principal amount to be repurchased:

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Remaining aggregate principal amount following such repurchase (which must be €100,000 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

Section 3.5 Registration; Registration of Transfer and Exchange.

Clause (2) of the last paragraph of Section 3.05 of the Indenture shall, with respect to the Notes, be replaced in its entirety by the following:

“Notwithstanding any other provision in this Indenture, no Global Security may be exchanged in whole or in part for Securities registered, and no transfer of a Global Security in whole or in part may be registered, in the name of any person other than the Depository for such Global Security or a nominee thereof unless (A) such Depository (i) has notified the Company that it is unwilling or unable to continue as Depository for such Global Security or (ii) has ceased to be a clearing agency registered as such under the Exchange Act, if so required by applicable law or regulation, (B) there shall have occurred and be continuing an Event of Default with respect to such Global Security or (C) the Company, in its sole discretion, determines that such

Global Security shall be exchangeable for Securities registered in the name of any Person other than the Depository for such Global Security and executes a Company Order to the effect that such Global Security shall be so exchangeable. In such event, the Company shall execute, and the Trustee, upon receipt of a Company Order for the authentication and delivery of certificated Securities of such series of like tenor and terms, shall authenticate and deliver, without charge, to each Person that is identified by or on behalf of the ICSDs as the beneficial holder thereof, Securities of such series of like tenor and terms in certificated form, in authorized denominations and in an aggregate principal amount equal to the principal amount of such Global Security in exchange for such Global Security. Neither the Company nor the Trustee will be liable for any delay by an ICSD or any participant or indirect participant in an ICSD in identifying the beneficial owners of the related Notes and each of those Persons may conclusively rely on, and will be protected in relying on, instructions from the ICSD for all purposes, including with respect to the registration and delivery, and the respective principal amounts, of the certificated Notes to be issued.”

## ARTICLE IV

### REMEDIES

#### Section 4.1 Events of Default.

Section 5.01 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 Initial Guarantor, aggregating more than \$500,000,000 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 Initial Guarantor, aggregating more than \$500,000,000 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 or the Initial Guarantor, as the case may be, 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 or the Initial Guarantor, as the case may be, by the Trustee or to the Company or the Initial Guarantor, as the case may be, 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, the Initial Guarantor or any Restricted Subsidiary of the Initial Guarantor 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, the Initial Guarantor or any Restricted Subsidiary of the Initial Guarantor 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, the Initial Guarantor or any Restricted Subsidiary of the Initial Guarantor 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, the Initial Guarantor or any Restricted Subsidiary of the Initial Guarantor or in respect of any substantial part of the Property of the Company, the Initial Guarantor or any Restricted Subsidiary of the Initial Guarantor, or (iv) ordering the winding up or liquidation of the affairs of the Company, the Initial Guarantor or any Restricted Subsidiary of the Initial Guarantor, 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, the Initial Guarantor or any Restricted Subsidiary of the Initial Guarantor 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, the Initial Guarantor or a Restricted Subsidiary of the Initial Guarantor to the entry of a decree or order for relief in respect of the Company, the Initial Guarantor or any Restricted Subsidiary of the Initial Guarantor 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, the Initial Guarantor or any Restricted Subsidiary of the Initial Guarantor, (c) the filing by the Company, the Initial Guarantor or a Restricted Subsidiary of the Initial Guarantor 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, the Initial Guarantor or a Restricted Subsidiary of the Initial Guarantor to the filing of such petition, (d) the consent by the Company, the Initial Guarantor or any Restricted Subsidiary of the Initial Guarantor to the appointment of a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official in respect of the Company, the Initial Guarantor or a Restricted Subsidiary of the Initial Guarantor or of any substantial part of the Property of the Company, the Initial Guarantor or any Restricted Subsidiary of the Initial

Guarantor or to any such custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official taking possession thereof, (e) the making by the Company, the Initial Guarantor or any Restricted Subsidiary of the Initial Guarantor of a general assignment for the benefit of creditors, (f) the admission by the Company, the Initial Guarantor or a Restricted Subsidiary of the Initial Guarantor in writing of its inability to pay its debts generally as they become due, or (g) the taking of corporate action by the Company, the Initial Guarantor or any Restricted Subsidiary of the Initial Guarantor in furtherance of any such action.

(7) The Guarantee of the Notes is held in any judicial proceeding to be unenforceable or invalid or ceases for any reason to be in full force and effect, or the Initial Guarantor denies or disaffirms its obligations under its Guarantee of the Notes.”

Section 4.2 Acceleration of Maturity; Rescission and Annulment.

(1) The first paragraph of Section 5.02 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.”

(2) The second paragraph of Section 5.02 of the Indenture shall not be applicable to the Notes.

## 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 (a) (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 an annual (ACTUAL/ACTUAL (ICMA)) basis at a rate equal to the sum of the Comparable Government Bond Rate plus 20 basis points, *less* (ii) interest accrued to, but excluding, 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 excluding, 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, but excluding, the Redemption Date.

#### Section 5.2 Optional Tax Redemption.

(1) The Company 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) as a result of any change in or amendment to the laws (or any rules or regulations thereunder) of a Taxing Jurisdiction, or any amendment to or change in an official interpretation, administration or application of such laws, rules or regulations which change or amendment becomes effective, or in the case of a change in official position, is announced on or after the date of this Supplemental Indenture (or if the Taxing Jurisdiction became a Taxing Jurisdiction on a later date, after such later date), the Company or the Initial Guarantor has or will be become obligated to pay Additional Amounts, and (b) such obligation cannot be avoided by the Company or the Initial Guarantor taking reasonable measures available to it.

(2) Prior to the giving of any notice of redemption in respect of the foregoing, the Company shall deliver to the Trustee an opinion of independent tax counsel of recognized standing to the effect that the Company or the Initial Guarantor, as the case may be, 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 Company 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 registered in the name of the Common Depositary (or its nominee) on behalf of Euroclear and Clearstream, the redemption of the Notes shall be done in accordance with the policies and the Applicable Procedures of the Common Depositary, Euroclear and Clearstream.

(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 €100,000 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 of Euroclear or Clearstream) at least 10 days but no more than 60 days before the Redemption Date to Holders of any Notes to be redeemed (with a copy to the Trustee), 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 and other identifying numbers of such Notes, if any (or any other numbers used by the Depository 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., London time, on any Redemption Date, the Company shall deposit with the Trustee or with the Paying Agent (or, if the Company is acting as its own Paying Agent, segregate and hold in trust as provided in Section 10.03 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 Initial Guarantor shall not, and the Initial Guarantor shall not permit any of its Restricted Subsidiaries to, create or assume, except in the Initial Guarantor'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 Initial Guarantor's Restricted Subsidiaries, that secures any Indebtedness of the Initial Guarantor 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 (a) which are not more than 30 days' past due or are being contested in good faith and by appropriate action or (b) the nonpayment of which in the aggregate would not reasonably be expected to have a material adverse effect on the Initial Guarantor 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 Initial Guarantor and its Subsidiaries, taken as a whole;

(5) Liens consisting of attachments, judgments or awards against the Initial Guarantor 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 Initial Guarantor 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 Initial Guarantor 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 Initial Guarantor or any of its Subsidiaries;

(8) statutory Liens in favor of lessors arising in connection with Property leased to the Initial Guarantor 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 Initial Guarantor 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 Initial Guarantor after the date hereof; *provided* that (i) such Liens existed at the time such Person becomes a Subsidiary of the Initial Guarantor and were not created in anticipation thereof, (ii) any such Liens are not extended to any Property of the Initial Guarantor or of any Subsidiary of the Initial Guarantor, 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) on assets in order to secure defaulted 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 Initial Guarantor 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 Initial Guarantor 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) \$4,000,000,000 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 this Section 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 Initial Guarantor nor any of its Restricted Subsidiaries may sell or transfer to any Person other than the Initial Guarantor or any of its Subsidiaries any Principal Property owned by the Initial Guarantor 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 €100,000 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 deliver (or otherwise transmit in accordance with the Applicable Procedures) a notice to Holders of Notes, with a written copy to the Trustee and the Paying Agent, 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 deliver (or otherwise transmit) 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 ICSDs), and the Trustee shall promptly authenticate and mail or deliver (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 €100,000 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 to the Holders and the Trustee (*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.

All payments made to each holder or beneficial owner 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 present or future Taxes imposed or levied by or on behalf of any 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 from any payment made under or with respect to the Notes to a Holder or beneficial owner, the Company or the Initial Guarantor, as applicable, will 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:

(i) any Taxes withheld or deducted pursuant to Sections 1471 through 1474 of the Code (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;

(ii) 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 Taxing Jurisdiction);

(iii) 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 Company or the Initial Guarantor addressed to such Holder or 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;

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

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

(vi) any Taxes that are withheld or deducted by a Paying Agent from a payment if the Notes were presented for payment by or on behalf of a Holder to such Paying Agent and such withholding or deduction could have been avoided by presenting the relevant notes to another Paying Agent;

(vii) 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 Company, the Initial Guarantor or any paying agent from payments made by it;

(viii) 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; or

(ix) any combination of the Taxes described above.

In addition, the Company 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 reference in this Supplemental Indenture, the Indenture, a Board Resolution, an Officers' Certificate or any Note 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 and any Defeasance of the Notes.

## ARTICLE VII

### SUPPLEMENTAL INDENTURES

#### Section 7.1 Supplemental Indentures without Consent of Holders of Notes.

Section 9.01 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 and the Initial Guarantor, 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 or the Initial Guarantor to assume the obligations of the Company or the Initial Guarantor, as applicable, under the Indenture, this Supplemental Indenture, the Notes and the Guarantee, as the case may be, pursuant to the provisions under Article VIII of the Indenture;

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

(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 or Guarantee issued prior to the date of such amendment or supplement and entitled to the benefits of such provision;

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

(7) add other 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 or Paying Agent 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 or Paying Agent;

- (9) provide for the issuance of Additional Notes and Guarantee 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 or the Initial Guarantor;
- (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 April 29, 2025 and prospectus dated April 24, 2025 relating to the Notes;
- (13) comply with the rules and regulations of the ICSDs or any other clearing system or Depository 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 or the Initial Guarantor.

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 April 29, 2025 and prospectus dated April 24, 2025 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 and the Initial Guarantor 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 9.02 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, the Initial Guarantor and the Trustee may enter into an indenture or indentures supplemental hereto for purpose adding any provisions to or changing in 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 9.02 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**

### **GUARANTORS**

The provisions of Article Fifteen of the Indenture shall be applicable to the Notes. The Initial Guarantor, by its execution of this Supplemental Indenture, hereby agrees with each Holder of a Note authenticated and delivered by the Trustee and with the Trustee for itself and on behalf of each such Holder, to be unconditionally bound by the terms and provisions of its Guarantee set forth in the Indenture with respect to the Notes and authorizes the Trustee to confirm such Guarantee to the Holder of each such Note of the Company, with such Guarantee endorsed thereon in accordance with Section 15.02 of the Indenture.

## ARTICLE IX

### DEFEASANCE AND SATISFACTION AND DISCHARGE

#### Section 9.1 Covenant Defeasance.

The provisions of Article Thirteen of the Indenture shall be applicable to the Notes, except that any reference to “Holders” in Section 13.04(2) and (3) of the Indenture shall be replaced by “beneficial owners” with respect to the Notes. For purposes of the foregoing, (1) the phrase “and any covenants provided pursuant to Section 3.01(18)” appearing in the first sentence of Section 13.03 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 and (2) all references to “U.S. Government Obligations” in Article Thirteen of the Indenture shall be replaced with references to “Government Obligations” and the definition of “U.S. Government Obligations” set forth in Section 13.04 of the Indenture shall be replaced with the definition of “Government Obligations” contained in this Supplemental Indenture.

#### Section 9.2 Satisfaction and Discharge.

The provisions of Article Four of the Indenture shall be applicable to the Notes, except that:

(1) The words “lawful money of the United States or U.S. Governmental Obligations” in Section 4.01(1) of the Indenture shall be replaced with the words “euro, Dollars or Government Obligations.”

(2) The words “or the Initial Guarantor” shall be added between the words “and the Company” and “, in the case of subclause (i), (ii) or (iii) above” in Section 4.01(1) of the Indenture.

(3) The words “and the Initial Guarantor has paid or caused to be paid all other sums payable in respect of the Guarantee by the Initial Guarantor” shall be added after the words “by the Company” in Section 4.01(2) of the Indenture.

## ARTICLE X

### MISCELLANEOUS

#### Section 10.1 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 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 FUNDING UNLIMITED COMPANY

By: /s/ Rajan Verma

Name: Rajan Verma

Title: Director

**INITIAL GUARANTOR**

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 First Supplemental Indenture]

SECOND SUPPLEMENTAL INDENTURE

Dated as of May 7, 2025

Supplementing that Certain

INDENTURE

Dated as of April 24, 2025

Among

FISERV FUNDING UNLIMITED COMPANY,  
as Issuer,

FISERV, INC.,  
as the Initial Guarantor,

and

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

3.500% SENIOR NOTES DUE 2032

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This Second Supplemental Indenture, dated as of May 7, 2025 (the “Supplemental Indenture”), among Fiserv Funding Unlimited Company, a private unlimited company with share capital incorporated under the laws of Ireland, with company number 786181 and having its registered office at 10 Hanover Quay, Dublin D02 K510, Ireland (herein called the “Company”), as the issuer, Fiserv, Inc., a Wisconsin corporation (herein called the “Initial Guarantor”), as a Guarantor, and U.S. Bank Trust Company, National Association, a national banking association, as trustee hereunder (herein called the “Trustee”), supplements that certain Indenture, dated as of April 24, 2025, among the Company, the Initial Guarantor and the Trustee (the “Indenture”).

## **RECITALS OF THE COMPANY AND THE INITIAL GUARANTOR**

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, and the Initial Guarantor has duly authorized the execution and delivery of the Indenture to provide for the issuance from time to time of guarantees of such unsecured debentures, notes or other evidences of indebtedness of the Company contained therein.

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 Depository therefor (including the ICSDs), 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, the Initial Guarantor and the Trustee have agreed that the Company shall issue and deliver, and the Trustee shall authenticate, Securities denominated as its “3.500% Senior Notes due 2032” 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 Depository therefor (including the ICSDs), 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.

D. The Company has appointed the Paying Agent as the paying agent in respect of the Securities described in this Supplemental Indenture.

## **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):

“₳” or “Dollars” means the lawful currency of the United States of America.

“€” or “euro” means the lawful currency of the member states of the European Union that have adopted the euro as their currency.

“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 and other identifying 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 the Code, such Additional Notes shall not have the same CUSIP and other identifying numbers 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, Euroclear, Clearstream or any other Depository, 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 Initial Guarantor’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 or the Initial Guarantor in writing at its or the Company’s or the Initial Guarantor’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 or Sunday (a) which is not a day on which banking institutions in The City of New York or London are authorized or obligated by law, regulation or executive order to close and (b) on which the Trans-European Automated Real Time Gross Settlement Express Transfer System (T2) or any successor or replacement thereto is open.

“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 Initial Guarantor 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 Initial Guarantor 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 Initial Guarantor (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 Initial Guarantor’s Voting Stock; or (d) the Initial Guarantor consolidates or merges with or into any entity, pursuant to a transaction in which any of the outstanding Voting Stock of the Initial Guarantor or such other entity is converted into or exchanged for cash, securities or other Property (except when Voting Stock of the Initial Guarantor 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 Initial Guarantor 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 Initial Guarantor’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(2)(iii).

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

“Clearing System Business Day” means each Monday through Friday, inclusive, except December 25<sup>th</sup> and January 1<sup>st</sup>.

“Clearstream” means Clearstream Banking S.A and any successor thereto.

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

“Common Depositary” means U.S. Bank Europe DAC.

“Common Stock” means shares of the Initial Guarantor’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 Initial Guarantor into which such Common Stock shall be reclassified or changed.

“Comparable Government Bond” means, in relation to any Comparable Government Bond Rate calculation, at the discretion of an Independent Investment Banker selected by the Company, a German government bond whose maturity is closest to the maturity of the Notes to be redeemed (assuming for this purpose that the Notes mature on the Par Call Date), or if such Independent Investment Banker in its discretion determines that such similar bond is not in issue, such other German government bond as such Independent Investment Banker may, with the advice of three brokers of, and/or market makers in, German government bonds selected by the Company, determine to be appropriate for determining the Comparable Government Bond Rate.

“Comparable Government Bond Rate” means the price, expressed as a percentage (rounded to three decimal places, with 0.0005 being rounded upwards), at which the gross redemption yield on the Notes to be redeemed, if they were to be purchased at such price on the third Business Day prior to the date fixed for redemption, would be equal to the gross redemption yield of the Comparable Government Bond on such Business Day on the basis of the middle market price of such Comparable Government Bond prevailing at 11:00 a.m. (London time) on such Business Day as determined by an Independent Investment Banker selected by the Company.

“Covenant Defeasance” has the meaning specified 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 5.01(4) of the Indenture shall have occurred) shall include those specified in, or added pursuant to, as the case may be, Article VIII of the Indenture and Sections 6.1, 6.2, 6.4, 7.1(2) 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.

“Depository” means, with respect to the Notes, Euroclear and Clearstream.

“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, and any successor thereto.

“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 accounting principles generally accepted in the United States.

“Government Obligations” means securities denominated in euro that are (a) direct obligations of the Federal Republic of Germany or any country that is a member of the European Union that has adopted the euro as its currency and whose long-term debt is rated equal to or higher than “A-1” (or the equivalent under any successor rating category) by Moody’s or equal to or higher than “A+” (or the equivalent under any successor rating category) by S&P or the equivalent rating category of another internationally recognized rating agency, the payments of which are supported by the full faith and credit of the German government or such other member of the European Union, or (b) obligations of a person controlled or supervised by and acting as an agency or instrumentality of the Federal Republic of Germany or such other member of the European Union, the payments of which are unconditionally guaranteed as a full faith and credit obligation of the German government or such other member of the European Union.

“Guarantors” has the meaning specified in the Indenture.

“ICSDs” means, together, Clearstream and Euroclear.

“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 Initial Guarantor 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.

“Independent Investment Banker” means each of J.P. Morgan Securities plc, Citigroup Global Markets Limited, MUFG Securities (Europe) N.V. and Wells Fargo Securities International Limited (or their respective successors), or if each such firm is unwilling or unable to select the Comparable Government Bond, an independent investment banking institution of international standing appointed by the Company.

“Initial Notes” means Notes in an aggregate principal amount of up to €775,000,000 initially issued under this Supplemental Indenture in accordance with Section 2.1(2).

“Initial Guarantor” has the meaning specified in the preamble of this Supplemental Indenture until a successor Person shall have become such pursuant to the applicable provisions of the Indenture and this Supplemental Indenture, and thereafter “Initial Guarantor” means such successor Person.

“Initial Guarantor’s Board of Directors” means either the board of directors of the Initial Guarantor or any duly authorized committee empowered by that board to act with respect to this Supplemental Indenture.

“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).

“Market Exchange Rate” means the noon buying rate in The City of New York for cable transfers of euro, as certified for customs purposes (or, if not so certified, as otherwise determined) by the Federal Reserve Bank of New York.

“Maturity Date” means June 15, 2032.

“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 Initial Guarantor 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 Initial Guarantor 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 3.500% Senior Notes due 2032 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 March 15, 2032.

“Paying Agent” means U.S. Bank Europe DAC.

“Permitted Sale-Leaseback Transactions” means any sale or transfer by the Initial Guarantor or any of its Restricted Subsidiaries of any Principal Property owned by the Initial Guarantor 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 Initial Guarantor 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(21), exceeds the greater of (i) \$4,000,000,000 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 Initial Guarantor’s Board of Directors) 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 Initial Guarantor 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 Initial Guarantor’s Net Worth or (b) in the opinion of the Initial Guarantor’s Board of Directors, is not of material importance to the business conducted by the Initial Guarantor 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, 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 Clearing System Business Day immediately preceding such Interest Payment Date.

“Restricted Subsidiary” means any Subsidiary of the Initial Guarantor 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.

“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” means the jurisdiction of organization or tax residence of the Company or the Initial Guarantor, or any political subdivision of such jurisdiction of organization or tax residence or taxing authority therein.

“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 (a) 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 Initial Guarantor or any Subsidiary of the Initial Guarantor at “fair value,” as defined therein and (b) 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 May 7, 2025, 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 (including the ICSDs), 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 €775,000,000 and shall mature on June 15, 2032, 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 99.321% of the aggregate principal amount of such series. The aggregate principal amount of Initial Notes Outstanding at any time may not exceed €775,000,000, 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 3.04, 3.05, 3.06, 9.06 or 11.07 of the Indenture and except for any Notes which, pursuant to Section 3.03 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 and other identifying 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 and other identifying number as the Initial Notes.

(3) The Notes shall be issued only in fully registered form without coupons in minimum denominations of €100,000 and any integral multiple of €1,000 in excess thereof.

(4) Notwithstanding anything to the contrary in the Indenture, U.S. Bank Europe DAC will initially act as paying agent for the Notes and not the Trustee. The Company may appoint and change the Paying Agent without prior notice to the Holders.

## Section 2.2 Interest.

(1) Interest on the Notes shall accrue at the per annum rate of 3.500% and shall be paid on the basis of the actual number of days in the period for which interest is being calculated and the actual number of days from, and including, the last scheduled Interest Payment Date to which interest was paid on the Notes (or from May 7, 2025, if no interest has been paid on the Notes) to, but excluding, the next scheduled Interest Payment Date (such payment convention being referred to as the ACTUAL/ACTUAL (ICMA) (as defined in the rulebook of the International Capital Markets Association) day count convention).

(2) The Company shall pay interest on the Notes annually in arrears on June 15 of each year (each, an “Interest Payment Date”), commencing June 15, 2025.

(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 Issuance in Euro.

Payments of principal (and premium, if any) and interest on the Notes, including any payments made upon the redemption or repurchase of the Notes pursuant to Sections 5.1, 5.2 or 6.3 hereof, and payments under the Guarantee, will be made in euro. Distributions of such amounts with respect to any Global Security will be credited in euro to the extent received by the ICSDs to the cash accounts of the ICSD customers in accordance with their Applicable Procedures. If euro is unavailable to the Company or the Initial Guarantor, as the case may be, due to the imposition of exchange controls or other circumstances beyond the control of the Company or the Initial Guarantor, as applicable, or if the euro is no longer used by the member states of the European Union that have adopted the euro as their currency or for the settlement of transactions by public institutions of or within the international banking community, then all payments in respect of the Notes and the Guarantee will be made in Dollars until the euro is again available to the Company or Initial Guarantor, as the case may be, or so used. In such circumstances, the amount payable on any date in euro will be converted into Dollars at the Market Exchange Rate as of the close of business on the second Business Day prior to the relevant payment date or, if such Market Exchange Rate is not then available, on the basis of the then most recent Dollar/euro exchange rate available on or prior to the second Business Day prior to the relevant payment date as determined by the Company or the Initial Guarantor, as the case may be, in its sole discretion. Any payment in respect of the Notes or the Guarantee so made in Dollars will not constitute an Event of Default under the Indenture, this Supplemental Indenture or the Notes.

Section 2.4 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 Depository therefor (including the ICSDs), 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 or otherwise produced in any other manner permitted by the rules of any automated quotation system or securities exchange 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 a nominee of the ICSDs, as Depository, and shall be deposited with the Common Depository or its nominee. Beneficial interests in the Global Notes shall be shown on, and transfers shall only be made through, the records maintained by the ICSDs and their 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 EUROCLEAR AND CLEARSTREAM ARE TO BE THE DEPOSITARY:**

**UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF EUROCLEAR BANK, S.A./N.V. AS OPERATOR OF THE EUROCLEAR SYSTEM (“EUROCLEAR”) AND CLEARSTREAM BANKING S.A. (“CLEARSTREAM,” AND TOGETHER WITH EUROCLEAR, “EUROCLEAR/CLEARSTREAM”), TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF THE COMMON DEPOSITARY OR ITS NOMINEE, OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE COMMON DEPOSITARY OR AN AUTHORIZED REPRESENTATIVE OF EUROCLEAR/CLEARSTREAM (AND ANY PAYMENT IS MADE TO THE COMMON DEPOSITARY OR ITS NOMINEE OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE COMMON DEPOSITARY OR AN AUTHORIZED REPRESENTATIVE OF EUROCLEAR/CLEARSTREAM), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, THE COMMON DEPOSITARY OR ITS NOMINEE, HAS AN INTEREST HEREIN.]**

**FISERV FUNDING UNLIMITED COMPANY**

3.500% SENIOR NOTE DUE 2032

No. \_\_\_\_\_

€775,000,000

CUSIP NO. 337735 AB0  
ISIN NO. XS3060660050  
Common Code 306066005

Fiserv Funding Unlimited Company, a private unlimited company with share capital incorporated under the laws of Ireland, (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 USB Nominees (UK) Limited, or registered assigns, the principal sum of SEVEN HUNDRED SEVENTY FIVE MILLION euros (€775,000,000) on June 15, 2032, and to pay interest thereon, from May 7, 2025, 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 June 15 of each year, commencing June, 15, 2025, at the per annum rate of 3.500%, 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 Clearing System Business Day immediately preceding the applicable Interest Payment Date. 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 an ACTUAL/ACTUAL (ICMA) (as defined in the rulebook of the International Capital Markets Association) day count convention.

Payments of principal (and premium, if any) and interest on this Note, and payments under the related Guarantee, shall be made in euro at an office or agency maintained for such purpose in Dublin, initially the office of the Paying Agent at Block F1, Cherrywood Business Park, Cherrywood, Dublin 18, Ireland, D18 W2X7 or the office maintained from time to time by the Paying Agent in Dublin. If euro is unavailable to the Company or the Initial Guarantor, as the case may be, due to the imposition of exchange controls or other circumstances beyond the control of the Company or Initial Guarantor, as applicable, or if the euro is no longer used by the member states of the European Union that have adopted the euro as their currency or for the settlement of transactions by public institutions of or within the international banking community, then all payments in respect of this Note and the related Guarantee will be made in Dollars until the euro is again available to the Company or the Initial Guarantor, as the case may be, or so used. In such circumstances, the amount payable on any date in euro shall be converted into Dollars at the Market Exchange Rate as of the close of business on the second Business Day before the relevant payment date, or if such Market Exchange Rate is not then available, on the basis of the most recent Dollar/euro exchange rate available on or prior to the second Business Day prior to the relevant payment date, as determined by the Company or the Initial Guarantor, as the case may be, in its sole discretion. Any payment in respect of this Note so made in Dollars shall not constitute an Event of Default under the Indenture or this Note.

With respect to Global Notes, the Company shall make such payments by wire transfer of immediately available funds to the Paying Agent for transmission to the ICSDs or to the nominee of the Common Depositary, as the case may be, as the registered holder of the Global Notes. With respect to certificated Notes, the Company, at its option, may make such payments by check mailed directly to holders at their registered addresses or by wire transfer of immediately available funds via the Paying Agent.

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 FUNDING UNLIMITED COMPANY

By: \_\_\_\_\_

Name:

Title:

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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 “3.500% Senior Notes due 2032” (herein called the “Notes”), issued under an Indenture, dated as of April 24, 2025 (the “Base Indenture”), as supplemented by that certain Second Supplemental Indenture, dated as of May 7, 2025 (the “Supplemental Indenture” and herein with the Base Indenture, collectively, the “Indenture”), among the Company, the Initial Guarantor and U.S. Bank Trust Company, 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 Initial Guarantor, the Trustee, the Paying Agent 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 €775,000,000 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 3.04, 3.05, 3.06, 9.06 or 11.07 of the Base Indenture and except for any Notes which, pursuant to Section 3.03 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) (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 an annual (ACTUAL/ACTUAL (ICMA)) basis at a rate equal to the sum of the Comparable Government Bond Rate plus 25 basis points, *less* (ii) interest accrued to, but excluding, 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 excluding, 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, but excluding, the Redemption Date.
3. *Optional Tax Redemption.* The Notes may be redeemed pursuant to Section 5.2 of the Supplemental Indenture, at the Company’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 excluding, the Redemption Date, if (a) as a result of any

change in or amendment to the laws (or any rules or regulations thereunder) of a Taxing Jurisdiction, or any amendment to or change in an official interpretation, administration or application of such laws, rules or regulations, which change or amendment becomes effective or, in the case of a change in official position, is announced on or after the date of the Supplemental Indenture (or, if the Taxing Jurisdiction became a Taxing Jurisdiction on a later date, after such later date), the Company or the Initial Guarantor has or will become obligated to pay Additional Amounts pursuant to Section 6.4 of the Supplemental Indenture and (b) such obligation cannot be avoided by the Company or the Initial Guarantor taking reasonable measures available to it.

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 to the Holders and the Trustee (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 or repurchase of this Note in part only, the Common Depositary, 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 3.07 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 Milwaukee, Wisconsin, 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, the Paying Agent and any agent of the Company, the Trustee or the 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 the 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.

FORM OF 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 Paying Agent 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:

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Remaining aggregate principal amount following such repurchase (which must be €100,000 or an integral multiple of €1,000 in excess thereof):

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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

Section 3.5 Registration; Registration of Transfer and Exchange.

Clause (2) of the last paragraph of Section 3.05 of the Indenture shall, with respect to the Notes, be replaced in its entirety by the following:

“Notwithstanding any other provision in this Indenture, no Global Security may be exchanged in whole or in part for Securities registered, and no transfer of a Global Security in whole or in part may be registered, in the name of any person other than the Depository for such Global Security or a nominee thereof unless (A) such Depository (i) has notified the Company that it is unwilling or unable to continue as Depository for such Global Security or (ii) has ceased to be a clearing agency registered as such under the Exchange Act, if so required by applicable law or regulation, (B) there shall have occurred and be continuing an Event of Default with respect to such Global Security or (C) the Company, in its sole discretion, determines that such

Global Security shall be exchangeable for Securities registered in the name of any Person other than the Depository for such Global Security and executes a Company Order to the effect that such Global Security shall be so exchangeable. In such event, the Company shall execute, and the Trustee, upon receipt of a Company Order for the authentication and delivery of certificated Securities of such series of like tenor and terms, shall authenticate and deliver, without charge, to each Person that is identified by or on behalf of the ICSDs as the beneficial holder thereof, Securities of such series of like tenor and terms in certificated form, in authorized denominations and in an aggregate principal amount equal to the principal amount of such Global Security in exchange for such Global Security. Neither the Company nor the Trustee will be liable for any delay by an ICSD or any participant or indirect participant in an ICSD in identifying the beneficial owners of the related Notes and each of those Persons may conclusively rely on, and will be protected in relying on, instructions from the ICSD for all purposes, including with respect to the registration and delivery, and the respective principal amounts, of the certificated Notes to be issued.”

## ARTICLE IV

### REMEDIES

#### Section 4.1 Events of Default.

Section 5.01 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 Initial Guarantor, aggregating more than \$500,000,000 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 Initial Guarantor, aggregating more than \$500,000,000 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 or the Initial Guarantor, as the case may be, 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 or the Initial Guarantor, as the case may be, by the Trustee or to the Company or the Initial Guarantor, as the case may be, 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, the Initial Guarantor or any Restricted Subsidiary of the Initial Guarantor 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, the Initial Guarantor or any Restricted Subsidiary of the Initial Guarantor 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, the Initial Guarantor or any Restricted Subsidiary of the Initial Guarantor 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, the Initial Guarantor or any Restricted Subsidiary of the Initial Guarantor or in respect of any substantial part of the Property of the Company, the Initial Guarantor or any Restricted Subsidiary of the Initial Guarantor, or (iv) ordering the winding up or liquidation of the affairs of the Company, the Initial Guarantor or any Restricted Subsidiary of the Initial Guarantor, 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, the Initial Guarantor or any Restricted Subsidiary of the Initial Guarantor 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, the Initial Guarantor or a Restricted Subsidiary of the Initial Guarantor to the entry of a decree or order for relief in respect of the Company, the Initial Guarantor or any Restricted Subsidiary of the Initial Guarantor 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, the Initial Guarantor or any Restricted Subsidiary of the Initial Guarantor, (c) the filing by the Company, the Initial Guarantor or a Restricted Subsidiary of the Initial Guarantor 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, the Initial Guarantor or a Restricted Subsidiary of the Initial Guarantor to the filing of such petition, (d) the consent by the Company, the Initial Guarantor or any Restricted Subsidiary of the Initial Guarantor to the appointment of a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official in respect of the Company, the Initial Guarantor or a Restricted Subsidiary of the Initial Guarantor or of any substantial part of the Property of the Company, the Initial Guarantor or any Restricted Subsidiary of the Initial

Guarantor or to any such custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official taking possession thereof, (e) the making by the Company, the Initial Guarantor or any Restricted Subsidiary of the Initial Guarantor of a general assignment for the benefit of creditors, (f) the admission by the Company, the Initial Guarantor or a Restricted Subsidiary of the Initial Guarantor in writing of its inability to pay its debts generally as they become due, or (g) the taking of corporate action by the Company, the Initial Guarantor or any Restricted Subsidiary of the Initial Guarantor in furtherance of any such action.

(7) The Guarantee of the Notes is held in any judicial proceeding to be unenforceable or invalid or ceases for any reason to be in full force and effect, or the Initial Guarantor denies or disaffirms its obligations under its Guarantee of the Notes.”

Section 4.2 Acceleration of Maturity; Rescission and Annulment.

(1) The first paragraph of Section 5.02 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.”

(2) The second paragraph of Section 5.02 of the Indenture shall not be applicable to the Notes.

## 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 (a) (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 an annual (ACTUAL/ACTUAL (ICMA)) basis at a rate equal to the sum of the Comparable Government Bond Rate plus 25 basis points, *less* (ii) interest accrued to, but excluding, 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 excluding, 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, but excluding, the Redemption Date.

Section 5.2 Optional Tax Redemption.

(1) The Company 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) as a result of any change in or amendment to the laws (or any rules or regulations thereunder) of a Taxing Jurisdiction, or any amendment to or change in an official interpretation, administration or application of such laws, rules or regulations which change or amendment becomes effective, or in the case of a change in official position, is announced on or after the date of this Supplemental Indenture (or if the Taxing Jurisdiction became a Taxing Jurisdiction on a later date, after such later date), the Company or the Initial Guarantor has or will be become obligated to pay Additional Amounts, and (b) such obligation cannot be avoided by the Company or the Initial Guarantor taking reasonable measures available to it.

(2) Prior to the giving of any notice of redemption in respect of the foregoing, the Company shall deliver to the Trustee an opinion of independent tax counsel of recognized standing to the effect that the Company or the Initial Guarantor, as the case may be, 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 Company 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 registered in the name of the Common Depositary (or its nominee) on behalf of Euroclear and Clearstream, the redemption of the Notes shall be done in accordance with the policies and the Applicable Procedures of the Common Depositary, Euroclear and Clearstream.

(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 €100,000 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 of Euroclear or Clearstream) at least 10 days but no more than 60 days before the Redemption Date to Holders of any Notes to be redeemed (with a copy to the Trustee), 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 and other identifying numbers of such Notes, if any (or any other numbers used by the Depository 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., London time, on any Redemption Date, the Company shall deposit with the Trustee or with the Paying Agent (or, if the Company is acting as its own Paying Agent, segregate and hold in trust as provided in Section 10.03 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 Initial Guarantor shall not, and the Initial Guarantor shall not permit any of its Restricted Subsidiaries to, create or assume, except in the Initial Guarantor'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 Initial Guarantor's Restricted Subsidiaries, that secures any Indebtedness of the Initial Guarantor 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 (a) which are not more than 30 days' past due or are being contested in good faith and by appropriate action or (b) the nonpayment of which in the aggregate would not reasonably be expected to have a material adverse effect on the Initial Guarantor 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 Initial Guarantor and its Subsidiaries, taken as a whole;

(5) Liens consisting of attachments, judgments or awards against the Initial Guarantor 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 Initial Guarantor 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 Initial Guarantor 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 Initial Guarantor or any of its Subsidiaries;

(8) statutory Liens in favor of lessors arising in connection with Property leased to the Initial Guarantor 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 Initial Guarantor 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 Initial Guarantor after the date hereof; *provided* that (i) such Liens existed at the time such Person becomes a Subsidiary of the Initial Guarantor and were not created in anticipation thereof, (ii) any such Liens are not extended to any Property of the Initial Guarantor or of any Subsidiary of the Initial Guarantor, 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) on assets in order to secure defaulted 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 Initial Guarantor 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 Initial Guarantor 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) \$4,000,000,000 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 this Section 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 Initial Guarantor nor any of its Restricted Subsidiaries may sell or transfer to any Person other than the Initial Guarantor or any of its Subsidiaries any Principal Property owned by the Initial Guarantor 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 €100,000 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 deliver (or otherwise transmit in accordance with the Applicable Procedures) a notice to Holders of Notes, with a written copy to the Trustee and the Paying Agent, 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 deliver (or otherwise transmit) 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 ICSDs), and the Trustee shall promptly authenticate and mail or deliver (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 €100,000 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 to the Holders and the Trustee (*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.

All payments made to each holder or beneficial owner 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 present or future Taxes imposed or levied by or on behalf of any 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 from any payment made under or with respect to the Notes to a Holder or beneficial owner, the Company or the Initial Guarantor, as applicable, will 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:

(i) any Taxes withheld or deducted pursuant to Sections 1471 through 1474 of the Code (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;

(ii) 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 Taxing Jurisdiction);

(iii) 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 Company or the Initial Guarantor addressed to such Holder or 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;

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

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

(vi) any Taxes that are withheld or deducted by a Paying Agent from a payment if the Notes were presented for payment by or on behalf of a Holder to such Paying Agent and such withholding or deduction could have been avoided by presenting the relevant notes to another Paying Agent;

(vii) 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 Company, the Initial Guarantor or any paying agent from payments made by it;

(viii) 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; or

(ix) any combination of the Taxes described above.

In addition, the Company 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 reference in this Supplemental Indenture, the Indenture, a Board Resolution, an Officers' Certificate or any Note 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 and any Defeasance of the Notes.

**ARTICLE VII**

**SUPPLEMENTAL INDENTURES**

Section 7.1 Supplemental Indentures without Consent of Holders of Notes.

Section 9.01 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 and the Initial Guarantor, 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 or the Initial Guarantor to assume the obligations of the Company or the Initial Guarantor, as applicable, under the Indenture, this Supplemental Indenture, the Notes and the Guarantee, as the case may be, pursuant to the provisions under Article VIII of the Indenture;

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

(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 or Guarantee issued prior to the date of such amendment or supplement and entitled to the benefits of such provision;

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

(7) add other 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 or Paying Agent 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 or Paying Agent;

- (9) provide for the issuance of Additional Notes and Guarantee 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 or the Initial Guarantor;
- (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 April 29, 2025 and prospectus dated April 24, 2025 relating to the Notes;
- (13) comply with the rules and regulations of the ICSDs or any other clearing system or Depository 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 or the Initial Guarantor.

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 April 29, 2025 and prospectus dated April 24, 2025 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 and the Initial Guarantor 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 9.02 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, the Initial Guarantor and the Trustee may enter into an indenture or indentures supplemental hereto for purpose adding any provisions to or changing in 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 9.02 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**

### **GUARANTORS**

The provisions of Article Fifteen of the Indenture shall be applicable to the Notes. The Initial Guarantor, by its execution of this Supplemental Indenture, hereby agrees with each Holder of a Note authenticated and delivered by the Trustee and with the Trustee for itself and on behalf of each such Holder, to be unconditionally bound by the terms and provisions of its Guarantee set forth in the Indenture with respect to the Notes and authorizes the Trustee to confirm such Guarantee to the Holder of each such Note of the Company, with such Guarantee endorsed thereon in accordance with Section 15.02 of the Indenture.

## ARTICLE IX

### DEFEASANCE AND SATISFACTION AND DISCHARGE

#### Section 9.1 Covenant Defeasance.

The provisions of Article Thirteen of the Indenture shall be applicable to the Notes, except that any reference to “Holders” in Section 13.04(2) and (3) of the Indenture shall be replaced by “beneficial owners” with respect to the Notes. For purposes of the foregoing, (1) the phrase “and any covenants provided pursuant to Section 3.01(18)” appearing in the first sentence of Section 13.03 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 and (2) all references to “U.S. Government Obligations” in Article Thirteen of the Indenture shall be replaced with references to “Government Obligations” and the definition of “U.S. Government Obligations” set forth in Section 13.04 of the Indenture shall be replaced with the definition of “Government Obligations” contained in this Supplemental Indenture.

#### Section 9.2 Satisfaction and Discharge.

The provisions of Article Four of the Indenture shall be applicable to the Notes, except that:

(1) The words “lawful money of the United States or U.S. Governmental Obligations” in Section 4.01(1) of the Indenture shall be replaced with the words “euro, Dollars or Government Obligations.”

(2) The words “or the Initial Guarantor” shall be added between the words “and the Company” and “, in the case of subclause (i), (ii) or (iii) above” in Section 4.01(1) of the Indenture.

(3) The words “and the Initial Guarantor has paid or caused to be paid all other sums payable in respect of the Guarantee by the Initial Guarantor” shall be added after the words “by the Company” in Section 4.01(2) of the Indenture.

## ARTICLE X

### MISCELLANEOUS

#### Section 10.1 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 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 FUNDING UNLIMITED COMPANY

By: /s/ Rajan Verma

Name: Rajan Verma

Title: Director

**INITIAL GUARANTOR**

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 Second Supplemental Indenture]

THIRD SUPPLEMENTAL INDENTURE

Dated as of May 7, 2025

Supplementing that Certain

INDENTURE

Dated as of April 24, 2025

Among

FISERV FUNDING UNLIMITED COMPANY,  
as Issuer,

FISERV, INC.,  
as the Initial Guarantor,

and

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

4.000% SENIOR NOTES DUE 2036

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This Third Supplemental Indenture, dated as of May 7, 2025 (the “Supplemental Indenture”), among Fiserv Funding Unlimited Company, a private unlimited company with share capital incorporated under the laws of Ireland, with company number 786181 and having its registered office at 10 Hanover Quay, Dublin D02 K510, Ireland (herein called the “Company”), as the issuer, Fiserv, Inc., a Wisconsin corporation (herein called the “Initial Guarantor”), as a Guarantor, and U.S. Bank Trust Company, National Association, a national banking association, as trustee hereunder (herein called the “Trustee”), supplements that certain Indenture, dated as of April 24, 2025, among the Company, the Initial Guarantor and the Trustee (the “Indenture”).

## **RECITALS OF THE COMPANY AND THE INITIAL GUARANTOR**

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, and the Initial Guarantor has duly authorized the execution and delivery of the Indenture to provide for the issuance from time to time of guarantees of such unsecured debentures, notes or other evidences of indebtedness of the Company contained therein.

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 Depository therefor (including the ICSDs), 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, the Initial Guarantor and the Trustee have agreed that the Company shall issue and deliver, and the Trustee shall authenticate, Securities denominated as its “4.000% Senior Notes due 2036” 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 Depository therefor (including the ICSDs), 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.

D. The Company has appointed the Paying Agent as the paying agent in respect of the Securities described in this Supplemental Indenture.

## **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):

“₳” or “Dollars” means the lawful currency of the United States of America.

“€” or “euro” means the lawful currency of the member states of the European Union that have adopted the euro as their currency.

“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 and other identifying 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 the Code, such Additional Notes shall not have the same CUSIP and other identifying numbers 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, Euroclear, Clearstream or any other Depository, 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 Initial Guarantor’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 or the Initial Guarantor in writing at its or the Company’s or the Initial Guarantor’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 or Sunday (a) which is not a day on which banking institutions in The City of New York or London are authorized or obligated by law, regulation or executive order to close and (b) on which the Trans-European Automated Real Time Gross Settlement Express Transfer System (T2) or any successor or replacement thereto is open.

“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 Initial Guarantor 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 Initial Guarantor 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 Initial Guarantor (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 Initial Guarantor’s Voting Stock; or (d) the Initial Guarantor consolidates or merges with or into any entity, pursuant to a transaction in which any of the outstanding Voting Stock of the Initial Guarantor or such other entity is converted into or exchanged for cash, securities or other Property (except when Voting Stock of the Initial Guarantor 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 Initial Guarantor 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 Initial Guarantor’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(2)(iii).

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

“Clearing System Business Day” means each Monday through Friday, inclusive, except December 25<sup>th</sup> and January 1<sup>st</sup>.

“Clearstream” means Clearstream Banking S.A and any successor thereto.

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

“Common Depositary” means U.S. Bank Europe DAC.

“Common Stock” means shares of the Initial Guarantor’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 Initial Guarantor into which such Common Stock shall be reclassified or changed.

“Comparable Government Bond” means, in relation to any Comparable Government Bond Rate calculation, at the discretion of an Independent Investment Banker selected by the Company, a German government bond whose maturity is closest to the maturity of the Notes to be redeemed (assuming for this purpose that the Notes mature on the Par Call Date), or if such Independent Investment Banker in its discretion determines that such similar bond is not in issue, such other German government bond as such Independent Investment Banker may, with the advice of three brokers of, and/or market makers in, German government bonds selected by the Company, determine to be appropriate for determining the Comparable Government Bond Rate.

“Comparable Government Bond Rate” means the price, expressed as a percentage (rounded to three decimal places, with 0.0005 being rounded upwards), at which the gross redemption yield on the Notes to be redeemed, if they were to be purchased at such price on the third Business Day prior to the date fixed for redemption, would be equal to the gross redemption yield of the Comparable Government Bond on such Business Day on the basis of the middle market price of such Comparable Government Bond prevailing at 11:00 a.m. (London time) on such Business Day as determined by an Independent Investment Banker selected by the Company.

“Covenant Defeasance” has the meaning specified 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 5.01(4) of the Indenture shall have occurred) shall include those specified in, or added pursuant to, as the case may be, Article VIII of the Indenture and Sections 6.1, 6.2, 6.4, 7.1(2) 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.

“Depository” means, with respect to the Notes, Euroclear and Clearstream.

“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, and any successor thereto.

“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 accounting principles generally accepted in the United States.

“Government Obligations” means securities denominated in euro that are (a) direct obligations of the Federal Republic of Germany or any country that is a member of the European Union that has adopted the euro as its currency and whose long-term debt is rated equal to or higher than “A-1” (or the equivalent under any successor rating category) by Moody’s or equal to or higher than “A+” (or the equivalent under any successor rating category) by S&P or the equivalent rating category of another internationally recognized rating agency, the payments of which are supported by the full faith and credit of the German government or such other member of the European Union, or (b) obligations of a person controlled or supervised by and acting as an agency or instrumentality of the Federal Republic of Germany or such other member of the European Union, the payments of which are unconditionally guaranteed as a full faith and credit obligation of the German government or such other member of the European Union.

“Guarantors” has the meaning specified in the Indenture.

“ICSDs” means, together, Clearstream and Euroclear.

“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 Initial Guarantor 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.

“Independent Investment Banker” means each of J.P. Morgan Securities plc, Citigroup Global Markets Limited, MUFG Securities (Europe) N.V. and Wells Fargo Securities International Limited (or their respective successors), or if each such firm is unwilling or unable to select the Comparable Government Bond, an independent investment banking institution of international standing appointed by the Company.

“Initial Notes” means Notes in an aggregate principal amount of up to €650,000,000 initially issued under this Supplemental Indenture in accordance with Section 2.1(2).

“Initial Guarantor” has the meaning specified in the preamble of this Supplemental Indenture until a successor Person shall have become such pursuant to the applicable provisions of the Indenture and this Supplemental Indenture, and thereafter “Initial Guarantor” means such successor Person.

“Initial Guarantor’s Board of Directors” means either the board of directors of the Initial Guarantor or any duly authorized committee empowered by that board to act with respect to this Supplemental Indenture.

“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).

“Market Exchange Rate” means the noon buying rate in The City of New York for cable transfers of euro, as certified for customs purposes (or, if not so certified, as otherwise determined) by the Federal Reserve Bank of New York.

“Maturity Date” means June 15, 2036.

“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 Initial Guarantor 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 Initial Guarantor 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 4.000% Senior Notes due 2036 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 March 15, 2036.

“Paying Agent” means U.S. Bank Europe DAC.

“Permitted Sale-Leaseback Transactions” means any sale or transfer by the Initial Guarantor or any of its Restricted Subsidiaries of any Principal Property owned by the Initial Guarantor 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 Initial Guarantor 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(21), exceeds the greater of (i) \$4,000,000,000 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 Initial Guarantor’s Board of Directors) 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 Initial Guarantor 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 Initial Guarantor’s Net Worth or (b) in the opinion of the Initial Guarantor’s Board of Directors, is not of material importance to the business conducted by the Initial Guarantor 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, 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 Clearing System Business Day immediately preceding such Interest Payment Date.

“Restricted Subsidiary” means any Subsidiary of the Initial Guarantor 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.

“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” means the jurisdiction of organization or tax residence of the Company or the Initial Guarantor, or any political subdivision of such jurisdiction of organization or tax residence or taxing authority therein.

“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 (a) 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 Initial Guarantor or any Subsidiary of the Initial Guarantor at “fair value,” as defined therein and (b) 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 May 7, 2025, 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 (including the ICSDs), 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 €650,000,000 and shall mature on June 15, 2036, 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 98.981% of the aggregate principal amount of such series. The aggregate principal amount of Initial Notes Outstanding at any time may not exceed €650,000,000, 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 3.04, 3.05, 3.06, 9.06 or 11.07 of the Indenture and except for any Notes which, pursuant to Section 3.03 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 and other identifying 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 and other identifying number as the Initial Notes.

(3) The Notes shall be issued only in fully registered form without coupons in minimum denominations of €100,000 and any integral multiple of €1,000 in excess thereof.

(4) Notwithstanding anything to the contrary in the Indenture, U.S. Bank Europe DAC will initially act as paying agent for the Notes and not the Trustee. The Company may appoint and change the Paying Agent without prior notice to the Holders.

## Section 2.2 Interest.

(1) Interest on the Notes shall accrue at the per annum rate of 4.000% and shall be paid on the basis of the actual number of days in the period for which interest is being calculated and the actual number of days from, and including, the last scheduled Interest Payment Date to which interest was paid on the Notes (or from May 7, 2025, if no interest has been paid on the Notes) to, but excluding, the next scheduled Interest Payment Date (such payment convention being referred to as the ACTUAL/ACTUAL (ICMA) (as defined in the rulebook of the International Capital Markets Association) day count convention).

(2) The Company shall pay interest on the Notes annually in arrears on June 15 of each year (each, an "Interest Payment Date"), commencing June 15, 2025.

(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 Issuance in Euro.

Payments of principal (and premium, if any) and interest on the Notes, including any payments made upon the redemption or repurchase of the Notes pursuant to Sections 5.1, 5.2 or 6.3 hereof, and payments under the Guarantee, will be made in euro. Distributions of such amounts with respect to any Global Security will be credited in euro to the extent received by the ICSDs to the cash accounts of the ICSD customers in accordance with their Applicable Procedures. If euro is unavailable to the Company or the Initial Guarantor, as the case may be, due to the imposition of exchange controls or other circumstances beyond the control of the Company or the Initial Guarantor, as applicable, or if the euro is no longer used by the member states of the European Union that have adopted the euro as their currency or for the settlement of transactions by public institutions of or within the international banking community, then all payments in respect of the Notes and the Guarantee will be made in Dollars until the euro is again available to the Company or Initial Guarantor, as the case may be, or so used. In such circumstances, the amount payable on any date in euro will be converted into Dollars at the Market Exchange Rate as of the close of business on the second Business Day prior to the relevant payment date or, if such Market Exchange Rate is not then available, on the basis of the then most recent Dollar/euro exchange rate available on or prior to the second Business Day prior to the relevant payment date as determined by the Company or the Initial Guarantor, as the case may be, in its sole discretion. Any payment in respect of the Notes or the Guarantee so made in Dollars will not constitute an Event of Default under the Indenture, this Supplemental Indenture or the Notes.

Section 2.4 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 Depository therefor (including the ICSDs), 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 or otherwise produced in any other manner permitted by the rules of any automated quotation system or securities exchange 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 a nominee of the ICSDs, as Depository, and shall be deposited with the Common Depository or its nominee. Beneficial interests in the Global Notes shall be shown on, and transfers shall only be made through, the records maintained by the ICSDs and their 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 EUROCLEAR AND CLEARSTREAM ARE TO BE THE DEPOSITARY:**

**UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF EUROCLEAR BANK, S.A./N.V, AS OPERATOR OF THE EUROCLEAR SYSTEM (“EUROCLEAR”) AND CLEARSTREAM BANKING S.A. (“CLEARSTREAM,” AND TOGETHER WITH EUROCLEAR, “EUROCLEAR/CLEARSTREAM”), TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF THE COMMON DEPOSITARY OR ITS NOMINEE, OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE COMMON DEPOSITARY OR AN AUTHORIZED REPRESENTATIVE OF EUROCLEAR/CLEARSTREAM (AND ANY PAYMENT IS MADE TO THE COMMON DEPOSITARY OR ITS NOMINEE OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE COMMON DEPOSITARY OR AN AUTHORIZED REPRESENTATIVE OF EUROCLEAR/CLEARSTREAM), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, THE COMMON DEPOSITARY OR ITS NOMINEE, HAS AN INTEREST HEREIN.]**

**FISERV FUNDING UNLIMITED COMPANY**

4.000% SENIOR NOTE DUE 2036

No. \_\_\_\_\_

€650,000,000

CUSIP NO. 337735 AC8  
ISIN NO. XS3060660563  
Common Code 306066056

Fiserv Funding Unlimited Company, a private unlimited company with share capital incorporated under the laws of Ireland, (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 USB Nominees (UK) Limited, or registered assigns, the principal sum of SIX HUNDRED FIFTY MILLION euros (€650,000,000) on June 15, 2036, and to pay interest thereon, from May 7, 2025, 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 June 15 of each year, commencing June, 15, 2025, at the per annum rate of 4.000%, 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 Clearing System Business Day immediately preceding the applicable Interest Payment Date. 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 an ACTUAL/ACTUAL (ICMA) (as defined in the rulebook of the International Capital Markets Association) day count convention.

Payments of principal (and premium, if any) and interest on this Note, and payments under the related Guarantee, shall be made in euro at an office or agency maintained for such purpose in Dublin, initially the office of the Paying Agent at Block F1, Cherrywood Business Park, Cherrywood, Dublin 18, Ireland, D18 W2X7 or the office maintained from time to time by the Paying Agent in Dublin. If euro is unavailable to the Company or the Initial Guarantor, as the case may be, due to the imposition of exchange controls or other circumstances beyond the control of the Company or Initial Guarantor, as applicable, or if the euro is no longer used by the member states of the European Union that have adopted the euro as their currency or for the settlement of transactions by public institutions of or within the international banking community, then all payments in respect of this Note and the related Guarantee will be made in Dollars until the euro is again available to the Company or the Initial Guarantor, as the case may be, or so used. In such circumstances, the amount payable on any date in euro shall be converted into Dollars at the Market Exchange Rate as of the close of business on the second Business Day before the relevant payment date, or if such Market Exchange Rate is not then available, on the basis of the most recent Dollar/euro exchange rate available on or prior to the second Business Day prior to the relevant payment date, as determined by the Company or the Initial Guarantor, as the case may be, in its sole discretion. Any payment in respect of this Note so made in Dollars shall not constitute an Event of Default under the Indenture or this Note.

With respect to Global Notes, the Company shall make such payments by wire transfer of immediately available funds to the Paying Agent for transmission to the ICSDs or to the nominee of the Common Depositary, as the case may be, as the registered holder of the Global Notes. With respect to certificated Notes, the Company, at its option, may make such payments by check mailed directly to holders at their registered addresses or by wire transfer of immediately available funds via the Paying Agent.

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 FUNDING UNLIMITED COMPANY

By: \_\_\_\_\_

Name:

Title:

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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 “4.000% Senior Notes due 2036” (herein called the “Notes”), issued under an Indenture, dated as of April 24, 2025 (the “Base Indenture”), as supplemented by that certain Third Supplemental Indenture, dated as of May 7, 2025 (the “Supplemental Indenture” and herein with the Base Indenture, collectively, the “Indenture”), among the Company, the Initial Guarantor and U.S. Bank Trust Company, 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 Initial Guarantor, the Trustee, the Paying Agent 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 €650,000,000 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 3.04, 3.05, 3.06, 9.06 or 11.07 of the Base Indenture and except for any Notes which, pursuant to Section 3.03 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) (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 an annual (ACTUAL/ACTUAL (ICMA)) basis at a rate equal to the sum of the Comparable Government Bond Rate plus 25 basis points, *less* (ii) interest accrued to, but excluding, 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 excluding, 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, but excluding, the Redemption Date.

3. *Optional Tax Redemption.* The Notes may be redeemed pursuant to Section 5.2 of the Supplemental Indenture, at the Company'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 excluding, the Redemption Date, if (a) as a result of any change in or amendment to the laws (or any rules or regulations thereunder) of a Taxing Jurisdiction, or any amendment to or change in an official interpretation, administration or application of such laws, rules or regulations, which change or amendment becomes effective or, in the case of a change in official position, is announced on or after the date of the Supplemental Indenture (or, if the Taxing Jurisdiction became a Taxing Jurisdiction on a later date, after such later date), the Company or the Initial Guarantor has or will become obligated to pay Additional Amounts pursuant to Section 6.4 of the Supplemental Indenture and (b) such obligation cannot be avoided by the Company or the Initial Guarantor taking reasonable measures available to it.
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 to the Holders and the Trustee (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 or repurchase of this Note in part only, the Common Depositary, 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 3.07 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 Milwaukee, Wisconsin, 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, the Paying Agent and any agent of the Company, the Trustee or the 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 the 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.

FORM OF 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 Paying Agent 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:

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Remaining aggregate principal amount following such repurchase (which must be €100,000 or an integral multiple of €1,000 in excess thereof):

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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

Section 3.5 Registration; Registration of Transfer and Exchange.

Clause (2) of the last paragraph of Section 3.05 of the Indenture shall, with respect to the Notes, be replaced in its entirety by the following:

“Notwithstanding any other provision in this Indenture, no Global Security may be exchanged in whole or in part for Securities registered, and no transfer of a Global Security in whole or in part may be registered, in the name of any person other than the Depository for such Global Security or a nominee thereof unless (A) such Depository (i) has notified the Company that it is unwilling or unable to continue as Depository for such Global Security or (ii) has ceased to be a clearing agency registered as such under the Exchange Act, if so required by applicable law or regulation, (B) there shall have occurred and be continuing an Event of Default with respect to such Global Security or (C) the Company, in its sole discretion, determines that such

Global Security shall be exchangeable for Securities registered in the name of any Person other than the Depository for such Global Security and executes a Company Order to the effect that such Global Security shall be so exchangeable. In such event, the Company shall execute, and the Trustee, upon receipt of a Company Order for the authentication and delivery of certificated Securities of such series of like tenor and terms, shall authenticate and deliver, without charge, to each Person that is identified by or on behalf of the ICSDs as the beneficial holder thereof, Securities of such series of like tenor and terms in certificated form, in authorized denominations and in an aggregate principal amount equal to the principal amount of such Global Security in exchange for such Global Security. Neither the Company nor the Trustee will be liable for any delay by an ICSD or any participant or indirect participant in an ICSD in identifying the beneficial owners of the related Notes and each of those Persons may conclusively rely on, and will be protected in relying on, instructions from the ICSD for all purposes, including with respect to the registration and delivery, and the respective principal amounts, of the certificated Notes to be issued.”

## ARTICLE IV

### REMEDIES

#### Section 4.1 Events of Default.

Section 5.01 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 Initial Guarantor, aggregating more than \$500,000,000 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 Initial Guarantor, aggregating more than \$500,000,000 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 or the Initial Guarantor, as the case may be, 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 or the Initial Guarantor, as the case may be, by the Trustee or to the Company or the Initial Guarantor, as the case may be, 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, the Initial Guarantor or any Restricted Subsidiary of the Initial Guarantor 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, the Initial Guarantor or any Restricted Subsidiary of the Initial Guarantor 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, the Initial Guarantor or any Restricted Subsidiary of the Initial Guarantor 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, the Initial Guarantor or any Restricted Subsidiary of the Initial Guarantor or in respect of any substantial part of the Property of the Company, the Initial Guarantor or any Restricted Subsidiary of the Initial Guarantor, or (iv) ordering the winding up or liquidation of the affairs of the Company, the Initial Guarantor or any Restricted Subsidiary of the Initial Guarantor, 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, the Initial Guarantor or any Restricted Subsidiary of the Initial Guarantor 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, the Initial Guarantor or a Restricted Subsidiary of the Initial Guarantor to the entry of a decree or order for relief in respect of the Company, the Initial Guarantor or any Restricted Subsidiary of the Initial Guarantor 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, the Initial Guarantor or any Restricted Subsidiary of the Initial Guarantor, (c) the filing by the Company, the Initial Guarantor or a Restricted Subsidiary of the Initial Guarantor 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, the Initial Guarantor or a Restricted Subsidiary of the Initial Guarantor to the filing of such petition, (d) the consent by the Company, the Initial Guarantor or any Restricted Subsidiary of the Initial Guarantor to the appointment of a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official in respect of the Company, the Initial Guarantor or a Restricted Subsidiary of the Initial Guarantor or of any substantial part of the Property of the Company, the Initial Guarantor or any Restricted Subsidiary of the Initial

Guarantor or to any such custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official taking possession thereof, (e) the making by the Company, the Initial Guarantor or any Restricted Subsidiary of the Initial Guarantor of a general assignment for the benefit of creditors, (f) the admission by the Company, the Initial Guarantor or a Restricted Subsidiary of the Initial Guarantor in writing of its inability to pay its debts generally as they become due, or (g) the taking of corporate action by the Company, the Initial Guarantor or any Restricted Subsidiary of the Initial Guarantor in furtherance of any such action.

(7) The Guarantee of the Notes is held in any judicial proceeding to be unenforceable or invalid or ceases for any reason to be in full force and effect, or the Initial Guarantor denies or disaffirms its obligations under its Guarantee of the Notes.”

Section 4.2 Acceleration of Maturity; Rescission and Annulment.

(1) The first paragraph of Section 5.02 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.”

(2) The second paragraph of Section 5.02 of the Indenture shall not be applicable to the Notes.

## 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 (a) (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 an annual (ACTUAL/ACTUAL (ICMA)) basis at a rate equal to the sum of the Comparable Government Bond Rate plus 25 basis points, *less* (ii) interest accrued to, but excluding, 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 excluding, 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, but excluding, the Redemption Date.

#### Section 5.2 Optional Tax Redemption.

(1) The Company 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) as a result of any change in or amendment to the laws (or any rules or regulations thereunder) of a Taxing Jurisdiction, or any amendment to or change in an official interpretation, administration or application of such laws, rules or regulations which change or amendment becomes effective, or in the case of a change in official position, is announced on or after the date of this Supplemental Indenture (or if the Taxing Jurisdiction became a Taxing Jurisdiction on a later date, after such later date), the Company or the Initial Guarantor has or will be become obligated to pay Additional Amounts, and (b) such obligation cannot be avoided by the Company or the Initial Guarantor taking reasonable measures available to it.

(2) Prior to the giving of any notice of redemption in respect of the foregoing, the Company shall deliver to the Trustee an opinion of independent tax counsel of recognized standing to the effect that the Company or the Initial Guarantor, as the case may be, 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 Company 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 registered in the name of the Common Depositary (or its nominee) on behalf of Euroclear and Clearstream, the redemption of the Notes shall be done in accordance with the policies and the Applicable Procedures of the Common Depositary, Euroclear and Clearstream.

(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 €100,000 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 of Euroclear or Clearstream) at least 10 days but no more than 60 days before the Redemption Date to Holders of any Notes to be redeemed (with a copy to the Trustee), 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 and other identifying numbers of such Notes, if any (or any other numbers used by the Depository 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., London time, on any Redemption Date, the Company shall deposit with the Trustee or with the Paying Agent (or, if the Company is acting as its own Paying Agent, segregate and hold in trust as provided in Section 10.03 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 Initial Guarantor shall not, and the Initial Guarantor shall not permit any of its Restricted Subsidiaries to, create or assume, except in the Initial Guarantor'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 Initial Guarantor's Restricted Subsidiaries, that secures any Indebtedness of the Initial Guarantor 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 (a) which are not more than 30 days' past due or are being contested in good faith and by appropriate action or (b) the nonpayment of which in the aggregate would not reasonably be expected to have a material adverse effect on the Initial Guarantor 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 Initial Guarantor and its Subsidiaries, taken as a whole;

(5) Liens consisting of attachments, judgments or awards against the Initial Guarantor 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 Initial Guarantor 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 Initial Guarantor 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 Initial Guarantor or any of its Subsidiaries;

(8) statutory Liens in favor of lessors arising in connection with Property leased to the Initial Guarantor 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 Initial Guarantor 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 Initial Guarantor after the date hereof; *provided* that (i) such Liens existed at the time such Person becomes a Subsidiary of the Initial Guarantor and were not created in anticipation thereof, (ii) any such Liens are not extended to any Property of the Initial Guarantor or of any Subsidiary of the Initial Guarantor, 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) 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 Initial Guarantor 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 Initial Guarantor 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) \$4,000,000,000 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 this Section 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 Initial Guarantor nor any of its Restricted Subsidiaries may sell or transfer to any Person other than the Initial Guarantor or any of its Subsidiaries any Principal Property owned by the Initial Guarantor 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 €100,000 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 deliver (or otherwise transmit in accordance with the Applicable Procedures) a notice to Holders of Notes, with a written copy to the Trustee and the Paying Agent, 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 deliver (or otherwise transmit) 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 ICSDs), and the Trustee shall promptly authenticate and mail or deliver (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 €100,000 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 to the Holders and the Trustee (*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.

All payments made to each holder or beneficial owner 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 present or future Taxes imposed or levied by or on behalf of any 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 from any payment made under or with respect to the Notes to a Holder or beneficial owner, the Company or the Initial Guarantor, as applicable, will 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:

(i) any Taxes withheld or deducted pursuant to Sections 1471 through 1474 of the Code (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;

(ii) 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 Taxing Jurisdiction);

(iii) 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 Company or the Initial Guarantor addressed to such Holder or 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;

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

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

(vi) any Taxes that are withheld or deducted by a Paying Agent from a payment if the Notes were presented for payment by or on behalf of a Holder to such Paying Agent and such withholding or deduction could have been avoided by presenting the relevant notes to another Paying Agent;

(vii) 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 Company, the Initial Guarantor or any paying agent from payments made by it;

(viii) 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; or

(ix) any combination of the Taxes described above.

In addition, the Company 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 reference in this Supplemental Indenture, the Indenture, a Board Resolution, an Officers' Certificate or any Note 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 and any Defeasance of the Notes.

**ARTICLE VII**

**SUPPLEMENTAL INDENTURES**

Section 7.1 Supplemental Indentures without Consent of Holders of Notes.

Section 9.01 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 and the Initial Guarantor, 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 or the Initial Guarantor to assume the obligations of the Company or the Initial Guarantor, as applicable, under the Indenture, this Supplemental Indenture, the Notes and the Guarantee, as the case may be, pursuant to the provisions under Article VIII of the Indenture;

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

(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 or Guarantee issued prior to the date of such amendment or supplement and entitled to the benefits of such provision;

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

(7) add other 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 or Paying Agent 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 or Paying Agent;

(9) provide for the issuance of Additional Notes and Guarantee 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 or the Initial Guarantor;

(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 April 29, 2025 and prospectus dated April 24, 2025 relating to the Notes;

(13) comply with the rules and regulations of the ICSDs or any other clearing system or Depository 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 or the Initial Guarantor.

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 April 29, 2025 and prospectus dated April 24, 2025 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 and the Initial Guarantor 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 9.02 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, the Initial Guarantor and the Trustee may enter into an indenture or indentures supplemental hereto for purpose adding any provisions to or changing in 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 9.02 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**

### **GUARANTORS**

The provisions of Article Fifteen of the Indenture shall be applicable to the Notes. The Initial Guarantor, by its execution of this Supplemental Indenture, hereby agrees with each Holder of a Note authenticated and delivered by the Trustee and with the Trustee for itself and on behalf of each such Holder, to be unconditionally bound by the terms and provisions of its Guarantee set forth in the Indenture with respect to the Notes and authorizes the Trustee to confirm such Guarantee to the Holder of each such Note of the Company, with such Guarantee endorsed thereon in accordance with Section 15.02 of the Indenture.

## ARTICLE IX

### DEFEASANCE AND SATISFACTION AND DISCHARGE

#### Section 9.1 Covenant Defeasance.

The provisions of Article Thirteen of the Indenture shall be applicable to the Notes, except that any reference to “Holders” in Section 13.04(2) and (3) of the Indenture shall be replaced by “beneficial owners” with respect to the Notes. For purposes of the foregoing, (1) the phrase “and any covenants provided pursuant to Section 3.01(18)” 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 and (2) all references to “U.S. Government Obligations” in Article Thirteen of the Indenture shall be replaced with references to “Government Obligations” and the definition of “U.S. Government Obligations” set forth in Section 13.04 of the Indenture shall be replaced with the definition of “Government Obligations” contained in this Supplemental Indenture.

#### Section 9.2 Satisfaction and Discharge.

The provisions of Article Four of the Indenture shall be applicable to the Notes, except that:

(1) The words “lawful money of the United States or U.S. Governmental Obligations” in Section 4.01(1) of the Indenture shall be replaced with the words “euro, Dollars or Government Obligations.”

(2) The words “or the Initial Guarantor” shall be added between the words “and the Company” and “, in the case of subclause (i), (ii) or (iii) above” in Section 4.01(1) of the Indenture.

(3) The words “and the Initial Guarantor has paid or caused to be paid all other sums payable in respect of the Guarantee by the Initial Guarantor” shall be added after the words “by the Company” in Section 4.01(2) of the Indenture.

## ARTICLE X

### MISCELLANEOUS

#### Section 10.1 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 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 FUNDING UNLIMITED COMPANY

By: /s/ Rajan Verma

Name: Rajan Verma

Title: Director

**INITIAL GUARANTOR**

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 Third Supplemental Indenture]

DATED MAY 7, 2025

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**ISSUER**

FISERV FUNDING UNLIMITED COMPANY

**PAYING AGENT**

U.S. BANK EUROPE DAC

**SECURITY REGISTRAR**

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

- AND -

**TRUSTEE**

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

**AGENCY AGREEMENT**

relating to Notes issued pursuant to a registration statement  
including a base prospectus dated April 24, 2025  
as supplemented by a prospectus supplement dated April 29, 2025

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THIS AGREEMENT is made on MAY 7, 2025

**BETWEEN:**

- (1) FISERV FUNDING UNLIMITED COMPANY, a private unlimited company with share capital incorporated under the laws of Ireland, with company number 786181 and having its registered office at 10 Hanover Quay, Dublin, D02 K510, Ireland (the “**Issuer**”);
- (2) U.S. BANK EUROPE DAC, a designated activity company with company number 418442 and having its registered office at Block F1, Cherrywood Business Park, Cherrywood, Dublin 18, Ireland, D18 W2X7 as Paying Agent (the “**Paying Agent**” which expression shall include any successor paying agent appointed in accordance with this Agreement);
- (3) U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association chartered under the federal laws of the United States of America with its corporate trust office at 1555 N RiverCenter Drive, Suite 203, Milwaukee, WI 53212, United States of America, as Security Registrar (the “**Security Registrar**” which expression shall include any successor registrar appointed in accordance with the Base Indenture and the Supplemental Indentures (each as defined below)); and
- (4) U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association chartered under the federal laws of the United States of America with its corporate trust office at 1555 N RiverCenter Drive, Suite 203, Milwaukee, WI 53212, United States of America, as Trustee (the “**Trustee**” which expression shall include any successor trustee appointed in accordance with the Base Indenture and the Supplemental Indentures (each as defined below)).

**WHEREAS:**

- (A) The Issuer has agreed to issue 2.875% Senior Notes due 2028 (the “**2028 Notes**”), 3.500% Senior Notes due 2032 (the “**2032 Notes**”) and 4.000% Senior Notes due 2036 (the “**2036 Notes**,” and, together with the 2028 Notes and the 2032 Notes, collectively, the “**Notes**”).
- (B) The Notes are to be constituted by an indenture dated April 24, 2025 (the “**Base Indenture**”), as supplemented by the First Supplemental Indenture, dated as of May 7, 2025, the Second Supplemental Indenture, dated as of May 7, 2025 and the Third Supplemental Indenture, dated as of May 7, 2025 (collectively, the “**Supplemental Indentures**”).
- (C) The Issuer hereby appoints the Paying Agent in accordance with the terms of this Agreement, the Base Indenture and the Supplemental Indentures.

**IT IS AGREED:**

1. **INTERPRETATION**

- 1.1 Unless the context otherwise requires:
- 1.2 Capitalized terms used in this Agreement but not defined in this Agreement shall have the meanings given to them in the Base Indenture or the applicable Supplemental Indenture, as applicable.
- 1.3 References in this Agreement to the payment of principal or interest in respect of any Note shall be deemed to include any Additional Amounts which may become payable in respect thereof pursuant to the Notes, the Base Indenture, and the applicable Supplemental Indenture.

- 1.4 All references in this Agreement to an agreement, instrument or other document (including this Agreement, the Base Indenture, the Supplemental Indentures and the Notes) shall be construed as a reference to that agreement, instrument or document as the same may be amended, modified, varied, supplemented or novated from time to time.
- 1.5 Except as specifically set forth in this Agreement, this Agreement is for the exclusive benefit of the parties to this Agreement and their respective successors and permitted assigns, and shall not be deemed to give, either expressly or implicitly, any legal or equitable right, remedy, or claim to any other entity or person whatsoever.
- 1.6 This Agreement shall be read together with and interpreted in light of the Base Indenture and the Supplemental Indentures. In the event of any conflict or inconsistency between the Base Indenture or the Supplemental Indentures and this Agreement, the applicable provisions of the Base Indenture or the applicable Supplemental Indenture, as applicable, shall govern.

**2. AGREEMENTS OF THE SECURITY REGISTRAR**

- 2.1 On the date of this Agreement, the Security Registrar shall provide to the Paying Agent a complete and correct copy of each Security Register in respect of the Holders of Notes and the outstanding principal amount of Notes held by each Holder of Notes.
- 2.2 The Security Registrar shall from time to time provide to the Paying Agent a complete and correct copy of each Security Register maintained by it as soon as reasonably practicable following any transfer or exchange of any Notes, and promptly on request therefor by the Paying Agent.
- 2.3 The Paying Agent shall be entitled to treat as conclusive the most recent copy of each Security Register provided to it by the Security Registrar in accordance with this Agreement.

**3. APPOINTMENT OF PAYING AGENT**

- 3.1 The Issuer hereby appoints the Paying Agent, and the Paying Agent hereby agrees, to act at its specified office as paying agent in relation to the Notes in accordance with the provisions of, and upon the terms and subject to the conditions contained in this Agreement, the Base Indenture and the Supplemental Indentures.
- 3.2 The Paying Agent is appointed hereunder for the purposes of:
- (a) paying sums due on the Notes referred to in Article II of the First Supplemental Indenture, with respect to the 2028 Notes, Article II of the Second Supplemental Indenture, with respect to the 2032 Notes and Article II of the Third Supplemental Indenture, with respect to the 2036 Notes.

(b) otherwise fulfilling its duties and obligations as set out in this Agreement, the Base Indenture and the Supplemental Indentures.

**4. PAYMENT**

Subject always to the Base Indenture and the Supplemental Indentures and, in particular, any restrictions on the Issuer following delivery of a notice of an Event of Default:

- (a) The Issuer shall, not later than 11:00 am (London time) on each due date for the payment of principal and/or interest and/or other amounts referred to in Article II of the First Supplemental Indenture, with respect to the 2028 Notes, Article II of the Second Supplemental Indenture, with respect to the 2032 Notes and Article II of the Third Supplemental Indenture, with respect to the 2036 Notes, pay to the applicable account specified by the Paying Agent such amount as is sufficient (together with any funds then held by the Paying Agent and available for the purpose) to pay all principal and interest and/or other amounts referred to in Article II of the First Supplemental Indenture, with respect to the 2028 Notes, Article II of the Second Supplemental Indenture, with respect to the 2032 Notes and Article II of the Third Supplemental Indenture, with respect to the 2036 Notes, due in respect of such Notes on such date in immediately available funds; provided that if any such date is not a Business Day such payment shall be made on the next succeeding date which is a Business Day. As used in this Agreement, "Business Day" shall have the meaning as set forth in the applicable Supplemental Indenture.
- (b) The Issuer hereby authorises and directs the Paying Agent to make from funds so paid to the Paying Agent payment of all amounts due on the Notes in accordance with the terms of the Notes, the Base Indenture, the applicable Supplemental Indenture and the provisions of this Agreement. If any payment provided for in clause 4(a) is made late but otherwise in accordance with the provisions of this Agreement, the Paying Agent shall nevertheless make payments in respect of the Notes as aforesaid following receipt by the Paying Agent of such payment.
- (c) The Paying Agent shall forthwith notify the Issuer and the Trustee if: (a) it has not, on the date on which any payment is due to be made to the Paying Agent pursuant to clause 4(a), received the full amount payable in respect thereof on such date and (b) it receives unconditionally such full amount, together with accrued interest (if any), after that date. Unless and until the full amount of any such principal or interest payment due to be made to the Paying Agent pursuant to clause 4(a) has been received by it, the Paying Agent will not be bound to make any payments in accordance with clause 4(b).
- (d) Without prejudice to clause 4(c), if the Paying Agent pays out on or after the due date therefor to persons entitled thereto any amounts in accordance with clause 4(b) on the reasonable belief that the corresponding payment due from the Issuer in accordance with clause 4(a) has been or will be made, the Issuer shall, promptly after written demand, reimburse the Paying Agent for the relevant amount, and pay interest to the Paying Agent on such amount from (and including) the date on which it is paid out to (but excluding) the date of reimbursement at the rate per annum equal to the reasonable cost to the Paying Agent of funding the amount paid out, as certified by the Paying Agent and expressed as a rate per annum.
- (e) Payment of only part of the amount payable in respect of a Note may only be made at the discretion of the relevant Holder(s) (except as the result of a withholding or deduction for or on account of any taxes permitted by the Base Indenture or the applicable Supplemental Indenture). If at any time a Paying Agent makes a partial payment in respect of any Note presented to it, it shall inform the Security Registrar of the same such that the Security Registrar may record the same on the applicable Security Register.

5. **REPAYMENT**

Any sums paid by, or by arrangement with, the Issuer to the Paying Agent pursuant to the terms of this Agreement shall not be required to be repaid to the Issuer unless and until the Notes in respect of which such sums were paid shall have been purchased by the Issuer or any other Subsidiary of the Issuer and cancelled, but in any of these events the Paying Agent shall (provided that all other amounts due under this Agreement shall have been duly paid) upon

written request by the Issuer forthwith repay to the Issuer sums equivalent to the amounts which would otherwise have been payable on the relevant Notes. Notwithstanding the foregoing, the Paying Agent shall not be obliged to make any repayment to the Issuer so long as any amounts which under this Agreement should have been paid to or to the order of the Paying Agent by the Issuer shall remain unpaid. The Paying Agent shall not, however, be otherwise required or entitled to repay any sums properly received by it under this Agreement.

**6. REDEMPTION; NOTICE OF WITHHOLDING OR DEDUCTION**

6.1 The Issuer shall provide to the Paying Agent a copy of all notices of redemption that it delivers to Holders of the Notes under the applicable Supplemental Indenture. Each such notice shall include the date(s) on which the applicable redemption is to be made, the Redemption Price or the manner of calculating the Redemption Price (in which case no Redemption Price need be specified) and the other information required by the applicable Supplemental Indenture.

6.2 If:

- (a) the Issuer, in respect of any payment; or
- (b) the Paying Agent, in respect of any payment of principal of or any premium or interest on the Notes,

is required to withhold or deduct any amount for or on account of Tax,

- (c) the Issuer shall give notice thereof to the Paying Agent and the Trustee reasonably promptly after it becomes aware of such requirement and shall give to the Paying Agent such information as the Paying Agent reasonably requires to enable it to make such deduction or withholding; and
- (d) except where such requirement arises as a result of redemption of the Notes in accordance with the applicable Supplemental Indenture or by virtue of the relevant Holder failing to satisfy any certification or other requirement in respect of its Notes, the Paying Agent shall give prompt notice thereof to the Issuer and the Trustee as soon as reasonably practicable after it becomes aware of the requirement to withhold or deduct.

**7. RECORDS**

7.1 The Paying Agent shall:

- (a) keep a full and complete record of all payments made by it in respect of the Notes; and
- (b) make such records available at all reasonable times to the Issuer and any persons authorised by it, and the Trustee, for inspection and for the taking of copies thereof.

7.2 In the event that the Issuer determines in its sole discretion that withholding will be required by applicable law in connection with any payment due to the Paying Agent on the Notes, then the Issuer will be entitled to redirect or reorganize any such payment in any way that it sees fit in order that the payment may be made without such withholding; provided that any such redirected or reorganized payment is made through a recognized institution of international standing and otherwise made in accordance with this Agreement, the Base Indenture, the applicable Supplemental Indenture and any applicable law. The Issuer will promptly notify the Paying Agent and the Trustee of any such redirection or reorganization.

8. **FEES AND EXPENSES**

- 8.1 The Issuer will pay to the Paying Agent such fees and expenses in respect of the Paying Agent's services under this Agreement as agreed to in the fee letter dated May 2, 2025 (the "**Fee Letter**") from the Paying Agent to, and countersigned by, the Issuer; provided, however, that to the extent any of the provisions of this Agreement conflict with the Fee Letter, the terms of this Agreement shall prevail.
- 8.2 The Issuer will also pay within 60 days after receipt of such invoices and receipts as it may reasonably require, all reasonable and documented out-of-pocket expenses (including necessary advertising, facsimile and telex transmission, postage and insurance expenses and the reasonable and documented fees and expenses of legal advisers) properly incurred by the Paying Agent directly in connection with the services under this Agreement, together with any applicable value added tax or similar tax properly chargeable thereon. Payment by the Issuer to the Paying Agent of such reasonable and documented out-of-pocket expenses shall be a good discharge of the obligations of the Issuer in respect thereof. Where the advice of legal counsel is sought by the Paying Agent, the Paying Agent will notify the Issuer and agree to the fees of any such counsel in advance where it is practical and permissible to do so.

9. **INDEMNITY**

- 9.1 The Issuer undertakes to indemnify and hold harmless, the Paying Agent and each of its directors, officers, employees or agents (each an "**Indemnified Party**") against any losses, liabilities, properly incurred and documented costs, reasonable fees and expenses, claims (whether against the Issuer or any third party), actions, damages or demands (including, but not limited to, all properly incurred and documented costs, charges and reasonable expenses paid or incurred in disputing or defending the foregoing and the properly incurred and documented fees and reasonable expenses of one firm of legal counsel and one local counsel in each applicable jurisdiction, if required) which such Indemnified Party incurs or which have been made against it, as a result of or in connection with the appointment or the exercise of or performance of its powers and duties under this Agreement, except such as may result from its own gross negligence, wilful misconduct or fraud or that of its directors, officers, employees or agents. An Indemnified Party shall give the Issuer prompt written notice of the filing of any third party claim against such Indemnified Party or of notice to the Issuer of the commencement of any third party claim, cause of action, litigation, proceeding, action or investigation covered by the Indemnity, but the failure to so notify will not relieve the Issuer of any liabilities it may have to such Indemnified Party, except to the extent that the Issuer has been prejudiced by the Indemnified Party's failure to give such notice. Each Indemnified Party may, with the prior written consent of the Issuer (such consent not to be unreasonably withheld or delayed), settle or resolve any claim, cause of action, litigation or proceeding and the Issuer shall pay any settlement amount; provided that, no Indemnified Party may settle a claim in a manner that would require anything other than the payment of money by the Issuer.

- 9.2 The indemnity contained in clause 9.1 above shall survive the termination and expiry of this Agreement.

10. **CONDITIONS OF APPOINTMENT**

- 10.1 The Paying Agent shall (a) hold all sums received from the Issuer in accordance with this Agreement, the Base Indenture and the Supplemental Indentures for payment of principal or any premium or interest on the Notes in trust for the benefit of the Trustee until such sums shall be paid to it or otherwise disposed of as provided in this Agreement, the Base Indenture and the applicable Supplemental Indenture; provided that the Paying Agent shall be under no liability for interest on any money received by it hereunder except as otherwise agreed in writing with the Issuer; (b) give the Trustee notice of any default by the Issuer (or any other obligor upon the Notes) in the making of any payment of principal or premium or interest on the Notes; and (c) at any time during the continuance of any such default, upon the written request of the Trustee, forthwith pay to the Trustee all sums held by it in trust for payment in respect of the Notes.

- 10.2 No monies held by the Paying Agent need be segregated except to the extent required by law.
- 10.3 In acting under this Agreement and in connection with the Notes, the Paying Agent shall act solely as agent of the Issuer and, save solely in respect of its obligations under clause 10.1 hereof, shall not have any obligations towards or relationship of agency or trust with any of the Holders of the Notes or the Trustee.
- 10.4 The Paying Agent shall be obliged to perform such duties and only such duties as are specifically set out in this Agreement. No implied duties or obligations shall be read into such document. The Paying Agent shall not be obliged to perform any duties additional to or different from such duties resulting from any modification or supplement after the date hereof to any relevant documents (including, without limitation, the Base Indenture or any Supplemental Indenture), unless it shall have previously agreed or subsequently agrees to perform such duties. The Paying Agent shall not be under any obligation to take any action hereunder which such party reasonably expects, and has thus notified the Issuer in writing, will result in any expense or liability of such Paying Agent, the payment of which within a reasonable time is not, in its reasonable opinion, assured to it.
- 10.5 Except as ordered by a court of competent jurisdiction or as required by law, the Paying Agent shall be entitled to treat the Holder of any Note (as evidenced by the applicable Security Register) as the absolute owner thereof for all purposes (whether or not it is overdue and notwithstanding any notice to the contrary or any notice of ownership, trust or any interest in it, any writing on it, or its theft or loss) and shall not be required to obtain any proof thereof or as to the identity of the bearer or Holder.
- 10.6 The Paying Agent may consult with any qualified legal or other professional advisers (who may be an employee of or legal adviser to the Issuer) selected by it, at the reasonable cost of the Issuer, and the reasonable opinion of such advisers shall be full and complete protection in respect of any action taken, omitted or suffered hereunder in accordance with the written opinion of such advisers.
- 10.7 The Paying Agent shall be protected and shall incur no liability for or in respect of any action taken, suffered or omitted by it in good faith in reliance upon any written instruction, request or order signed in the name of the Issuer by its Chairman of the Board, any of its Directors, its Chief Executive Officer, its President or a Vice President, its Chief Financial Officer, its Treasurer or any Assistant Treasurer, its Secretary or any Assistant Secretary (each such officer of the Issuer, an “**Authorized Officer**”), and delivered to the Paying Agent, or upon any Note, notice, resolution, written direction, consent, certificate, affidavit, statement, e-mail, facsimile transmission or other document or information from any electronic or other source, evidenced in writing and reasonably believed by it to be genuine and to have been signed or otherwise given or disseminated by an Authorized Officer in the manner required, even if it is subsequently found not to be genuine or to be incorrect.
- 10.8 The Paying Agent, whether acting for itself or in any other capacity, will not be precluded from becoming the owner of, or acquiring any interest in, holding or disposing of any Note or any shares or other securities of the Issuer or any of its Subsidiaries, holding or associated companies (each a “**Connected Company**”), with the same rights as it would have had if it were not acting as Paying Agent or from entering into or being interested in any contracts or transactions with any Connected Company or from acting on, or as depository, trustee or agent for, any committee or body of holders of any securities of any Connected Company and will not be liable to account for any profit.

- 10.9 The Paying Agent shall not be required to make any payments to any Holder of a Note if under any laws or regulations affecting the Paying Agent, such payment is not permitted. In the event of any such laws or regulations affecting the Paying Agent coming to the attention of the Paying Agent it shall forthwith notify the Issuer and the Trustee.
- 10.10 The Issuer shall do or cause to be done all such acts, matters and things and shall make available all such documents as shall be reasonably necessary to enable the Paying Agent to fully comply with and carry out its respective duties and obligations hereunder.
- 10.11 In no event shall the Paying Agent or any of its affiliates or any of their respective officers, directors, employees, agents, advisors or representatives (collectively, "**Agent Parties**"), have any liability for damages of any kind, except to the extent such liability is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted primarily from the gross negligence, wilful misconduct or fraud of the Paying Agent or its Agent Parties. In no event shall the Paying Agent or any Agent Parties on the one hand, or the Issuer or any of its affiliates or any of their respective officers, directors, employees, agent, advisors or representatives (collectively, "**Issuer Parties**"), on the other hand, have any liability for punitive, indirect, special, incidental or consequential damages or losses (whether in tort, contract or otherwise) and regardless of whether the Paying Agent or Agent Party or Issuer or Issuer Party, as the case may be, has been notified of the likelihood of such damages.
- 10.12 Notwithstanding anything contained in this Agreement to the contrary, the Paying Agent shall not incur any liability for not performing any act or fulfilling any obligation hereunder by reason of any event or circumstance beyond its reasonable control including, without limitation, (a) any governmental activity (whether de jure or de facto), act of governmental authority (whether lawful or unlawful), compliance with any governmental or regulatory order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure, requisition, nationalization or the imposition of currency or currency control restrictions; (b) any failure of or the effect of rules or operations of any funds transfer, settlement or clearing system, interruption, loss or malfunction of utilities, communications or computer services or the payment or repayment of any cash or sums arising from the application of any law or regulation in effect now or in the future, or from the occurrence of any event in the country in which such cash is held which may affect, limit, prohibit or prevent the transferability, convertibility, availability, payment or repayment of any cash or sums until such time as such law, regulation or event shall no longer affect, limit, prohibit or prevent such transferability, convertibility, availability, payment or repayment (and in no event, other than as provided in the Notes, shall the Paying Agent be obliged to substitute another currency for a currency whose transferability, convertibility or availability has been affected, limited, prohibited or prevented by such law, regulation or event or be obliged to pay any penalty interest); (c) any strike or work stoppage, go slow, occupation of premises, other industrial action or dispute or any breach of contract by any essential personnel; (d) any equipment or transmission failure or failure of applicable banking or financial systems; (e) any war, armed conflict including but not limited to hostile attack, hostilities, or acts of a foreign enemy; (f) any riot, insurrection, civil commotion or disorder, mob violence or act of civil disobedience; (g) any act of terrorism or sabotage; (h) any explosion, fire, destruction of machines, equipment or any kind of installation, prolonged breakdown of transport, radioactive contamination, nuclear fusion or fission or electric current; (i) any epidemic, natural disaster (such as but not limited to violent storm, hurricane, blizzard, earthquake, landslide, tidal wave, flood, damage or destruction by lightning, or drought); or (j) any other act of God.

- 10.13 The Issuer may at any time, for the purpose of obtaining the satisfaction and discharge of the Base Indenture, the Supplemental Indentures or for any other purpose, direct the Paying Agent to pay to the Trustee any or all sums held in trust by the Paying Agent; and, upon such payment by the Paying Agent to the Trustee, the Paying Agent shall be released from all further liability with respect to such money. Any money deposited with the Paying Agent in trust for the payment of the principal of or any premium or interest on the Notes remaining unclaimed for a period ending on the earlier of the date that is ten Business Days prior to the date such money would escheat to the state or two years after such principal (and premium, if any) or interest has become due and payable shall be paid to the Issuer on the Issuer's request and all liability of the Paying Agent with respect to such trust money shall thereupon cease.
11. **CHANGES IN PAYING AGENT AND SPECIFIED OFFICES**
- 11.1 The Issuer may at any time terminate the appointment of the Paying Agent and appoint additional or other paying agents. Any termination shall be made by giving to the Paying Agent not less than 30 days' written notice to that effect, which notice shall expire not less than 30 days before or after any due date for any payment in respect of Notes.
- 11.2 The Paying Agent may resign its appointment hereunder at any time by giving to the Issuer not less than 30 days' written notice to that effect, which notice shall expire not less than 30 days before or after any due date for any payments in respect of any Notes.
- 11.3 Notwithstanding clauses 11.1 and 11.2 no such termination of the appointment of, or resignation by, the Paying Agent shall take effect until a successor has been appointed on terms approved by the Issuer or the Issuer has otherwise approved such resignation without a successor being appointed.
- 11.4 Notwithstanding any other provisions of clause 11.1, the appointment of the Paying Agent shall forthwith terminate if at any time such Paying Agent becomes incapable of acting, or is adjudged bankrupt or insolvent, or files a voluntary petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver, administrator or other similar official of it or of all or any substantial part of its property or admits in writing its inability to pay or meet its debts as they mature or suspends payment thereof, or if a resolution is passed or an order made for its winding up or dissolution, or if a receiver, administrator or other similar official of it or of all or any substantial part of its property is appointed, or if any order of any court is entered approving any petition filed by or against it under the provisions of any applicable bankruptcy or insolvency law, or if any public officer takes charge or control of such Paying Agent or its property or affairs for the purpose of rehabilitation, conservation, administration or liquidation or there occurs any analogous event under any applicable law.
- 11.5 On the date on which any such termination or resignation takes effect, the Paying Agent shall (a) pay to or to the order of its successor (or, if none, the Issuer) any amounts held by it in respect of the Notes which have become due and payable but which have not been presented for payment; and (b) deliver to its successor (or, if none, the Issuer or as the Issuer may direct) all records maintained by it, pursuant hereto. Following such termination or resignation and pending such payment and delivery, the Paying Agent shall hold such amounts, records and documents in trust for and subject to the order of its successor or, as the case may be, the Issuer.
- 11.6 Any corporation into which the Paying Agent may be merged or converted or any corporation with which such Paying Agent may be consolidated or any corporation resulting from any merger, conversion or consolidation to which such Paying Agent shall be a party, or any corporation, including affiliated corporations, to which the Paying Agent shall sell or otherwise

transfer: (a) all or substantially all of its assets or (b) all or substantially all of its corporate trust business shall, on the date when the merger, conversion, consolidation or transfer becomes effective and to the extent permitted by any applicable laws, be the successor Paying Agent under this Agreement without any further formality, and after such effective date all references in this Agreement to such Paying Agent shall be deemed to be references to such corporation. Notice of any such merger, conversion, consolidation or transfer shall forthwith be given by the Paying Agent to the Issuer and the Trustee. Except as provided in this clause 11.6, the Paying Agent may not assign any of its rights and obligations hereunder, and any purported assignment in violation of this provision shall be null and void.

11.7 The Paying Agent may change its specified office to another office in London at any time by giving to the Issuer and the Trustee not less than 60 days' prior written notice to that effect, which notice shall expire not less than 30 days before or after any due date for any payments in respect of any Notes, and which notice shall specify the address of the new specified office and the date upon which such change is to take effect.

## 12. NOTICES

12.1 If the Issuer arranges publication of any notice to the Holders of the Notes, it shall at or before the time of such publication, send copies of each notice so published to the Paying Agent.

12.2 The Paying Agent shall promptly forward any written notice received by it from any Holders of the Notes to the Issuer and the Trustee.

## 13. COMMUNICATIONS

13.1 For the purposes of this clause, the address of each party at the date of this Agreement shall be the address set out below (including, where applicable, the details of the facsimile number, the person for whose attention the notice or communication is to be addressed and the email address), and each party may hereafter update its address by providing written notice thereof to each other party in accordance with the terms hereof:

the Issuer:

FISERV FUNDING UNLIMITED COMPANY

10 Hanover Quay  
Dublin 2  
Ireland D02 K510

as may be amended from time to time in accordance with this Agreement.

c/o Fiserv, Inc.  
600 N. Vel R. Phillips Avenue,  
Milwaukee, WI 53203

Attention: Katie Manno  
Email: corplaw@fiserv.com

the Paying Agent:

U.S. BANK EUROPE DAC

Block F1, Cherrywood Business Park  
Cherrywood, Dublin 18, Ireland  
D18 W2X7

as may be amended from time to time in accordance with this Agreement.

Attention: Relationship Management Group  
Email: CDRM@usbank.com

the Trustee and Security Registrar:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

1555 N RiverCenter Drive, Suite 203  
Milwaukee, WI 53212  
United States of America

Attention: Global Corporate Trust (Fiserv Debt  
Securities)  
Email: yvonne.siira@usbank.com

as may be amended from time to time in accordance with the Base Indenture and the Supplemental Indentures and notified by the Issuer to the Paying Agent.

**14. AMENDMENTS**

- 14.1 For the avoidance of doubt, this Agreement may be amended in writing by the parties hereto.
- 14.2 The Issuer shall provide to the Paying Agent a copy of any amendment to the Base Indenture or to any Supplemental Indenture as soon as reasonably practicable following such amendment taking effect; provided, however, that amendments or supplements to the Base Indenture or any Supplemental Indenture that do not relate to the duties of the Paying Agent hereunder need not be provided. Where reference is made in this Agreement to the Base Indenture or the Supplemental Indentures, such reference shall, for the purposes of the Paying Agent's rights and obligations under this Agreement only, be deemed to refer to the most recent version of such document provided to the Paying Agent by the Issuer.

**15. TAXES**

The Issuer agrees to pay any and all stamp and other documentary taxes or duties which may be payable in connection with the execution, delivery, performance and enforcement of this Agreement.

**16. REGULATORY MATTERS**

- 16.1 The Paying Agent is authorised and regulated by the Central Bank of Ireland.
- 16.2 In connection with the worldwide effort against the funding of terrorism and money laundering activities, the Paying Agent may be required under various national laws and regulations to which it is subject to obtain, verify and record information that identifies each person who opens an account with it. For a non-individual person such as a business entity, a charity, a trust or other legal entity the Paying Agent shall be entitled to ask for reasonable documentation to verify such entity's formation and legal existence as well as financial statements, licenses, identification and authorisation documents from individuals claiming authority to represent the entity or other relevant documentation.

- 16.3 The parties to this Agreement acknowledge and agree that the obligations of the Paying Agent under this Agreement are limited by and subject to compliance by it with EU and US Federal anti-money laundering statutes and regulations. If the Paying Agent or any of its directors know or suspect that a payment is the proceeds of criminal conduct, such person is required to report such information to the applicable authorities and such report shall not be treated as a breach by such person of any confidentiality covenant or other restriction imposed on such person under this Agreement, by law or otherwise on the disclosure of information.
- 16.4 Notwithstanding anything to the contrary in this Agreement or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any party arising under this Agreement or any such other document, to the extent such liability is unsecured or not otherwise exempted, may be subject to the write-down and conversion powers of a Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:
- (a) the application of any Write-Down and Conversion Powers by a Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto; and
  - (b) the effects of any Bail-in Action on any such liability, including, if applicable:
    1. a reduction in full or in part or cancellation of any such liability;
    2. a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such party, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other agreement; or
    3. the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of any Resolution Authority.

For the purpose of this sub-clause 16.4 the following terms shall have the following meanings:

“**Bail-In Action**” means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority.

“**Bail-In Legislation**” means, with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and in relation to any other state, any analogous law or regulation from time to time which requires contractual recognition of any Write-down and Conversion Powers contained in that law or regulation.

“**EEA Member Country**” means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

“**EU Bail-In Legislation Schedule**” means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

“**Resolution Authority**” means any public administrative authority or any person entrusted with public administrative authority to exercise any Write-down and Conversion Powers.

“**Write-Down and Conversion Powers**” means,

- (a) in relation to any Bail-In Legislation described in the EU Bail-In Legislation Schedule from time to time, the powers described as such in relation to that Bail-In Legislation in the EU Bail-In Legislation Schedule; and

- (b) any powers under the Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers; and any similar or analogous powers under that Bail-In Legislation.

**17. GOVERNING LAW AND JURISDICTION**

- 17.1 This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of New York.
- 17.2 Each of the Paying Agent, the Issuer, the Trustee and the Security Registrar irrevocably submits to the non-exclusive jurisdiction of any New York State or federal court sitting in the Borough of Manhattan, The City of New York, over any suit, action or proceeding arising out of or relating to this Agreement. To the fullest extent permitted by applicable law, each of the Paying Agent, the Trustee, the Security Registrar and the Issuer irrevocably waives and agrees not to assert, by way of motion, as a defence or otherwise, any claim that it is not subject to the jurisdiction of any such court, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.
- 17.3 Each of the Paying Agent, the Trustee, the Security Registrar and the Issuer agrees, to the fullest extent permitted by applicable law, that a final judgment in any suit, action or proceeding of the nature referred to in clause 17.2 brought in any such court shall be conclusive and binding upon it subject to rights of appeal, as the case may be, and may be enforced in the courts of the United States of America or the State of New York (or any other courts to the jurisdiction of which it or any of its assets is or may be subject) by a suit upon such judgment.
- 17.4 THE PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION BROUGHT ON OR WITH RESPECT TO THIS AGREEMENT.

**18. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all of which when taken together shall constitute a single instrument. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com)) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

**AS WITNESS** the hands of the parties or their duly authorised agents the day and year first above written.

**FISERV FUNDING UNLIMITED COMPANY**

By: /s/ Rajan Verma  
Name: Rajan Verma  
Title: Director

**FISERV, INC.**

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

---

**PAYING AGENT**

By: /s/ Ashley Kingham  
Name: Ashley Kingham  
Title: Vice President

**SECURITY REGISTRAR**

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

**TRUSTEE**

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

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**APPENDIX 1**

**Indenture**

[Intentionally Omitted]

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**APPENDIX 2**

**First Supplemental Indenture**

[Intentionally Omitted]

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**APPENDIX 3**

**Second Supplemental Indenture**

[Intentionally Omitted]

**Third Supplemental Indenture**

[Intentionally Omitted]

May 7, 2025

Fiserv, Inc.,  
600 N. Vel R. Phillips Avenue,  
Milwaukee, Wisconsin 53203,

Fiserv Funding Unlimited Company,  
10 Hanover Quay,  
Dublin, Ireland D02 K510.

Ladies and Gentlemen:

In connection with the registration under the Securities Act of 1933 (the “Act”) of €750,000,000 aggregate principal amount of the 2.875% Senior Notes due 2028 (the “2028 Notes”), €775,000,000 aggregate principal amount of the 3.500% Senior Notes due 2032 (the “2032 Notes”) and €650,000,000 aggregate principal amount of the 4.000% Senior Notes due 2036 (the “2036 Notes” and, together with the 2028 Notes and the 2032 Notes, the “Notes”) of Fiserv Funding Unlimited Company, an Irish private unlimited company (“Fiserv Funding”), and the related guarantees thereof (the “Guarantees” and, together with the Notes, the “Securities”) of Fiserv, Inc., a Wisconsin corporation (the “Company”), we, as the Company’s 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 (i) the Notes constitute valid and legally binding obligations of Fiserv Funding and (ii) the Guarantees constitute valid and legally binding obligations of the Company, in each case, 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 May 7, 2025, of Eric Nelson, the Company's SVP, General Counsel and Secretary, and with respect to all matters of Irish law, we note that you have received an opinion, dated May 7, 2025, of DLA Piper Ireland LLP, Fiserv Funding's outside counsel.

In rendering the foregoing opinion, we have assumed, without independent verification, that the Company is an existing corporation in good standing under Wisconsin law, that Fiserv Funding is an existing private unlimited company in good standing under Irish law, that the Notes have been duly authorized, executed and delivered by Fiserv Funding under Irish law and the Guarantees have been duly authorized, and the endorsements thereof duly executed and delivered, by the Company 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 April 24, 2025, among Fiserv Funding, the Company and U.S. Bank Trust Company, National Association (the "Trustee"), and each of the First Supplemental Indenture, the Second Supplemental Indenture and the Third Supplemental Indenture, each dated as of May 7, 2025, among Fiserv Funding, the Company and the Trustee, have been duly authorized, executed and delivered by the parties thereto, 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 and Guarantees" in the Prospectus Supplement relating to the Securities, dated as of April 29, 2025. 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

600 N. Vel R. Phillips Avenue  
Milwaukee, WI 53203  
262-879-5000  
fiserv.com



May 7, 2025

Ladies and Gentlemen:

In connection with the registration under the Securities Act of 1933 (the "Act") of €750,000,000 aggregate principal amount of the 2.875% Senior Notes due 2028 (the "2028 Notes"), €775,000,000 aggregate principal amount of the 3.500% Senior Notes due 2032 (the "2032 Notes") and €650,000,000 aggregate principal amount of the 4.000% Senior Notes due 2036 (the "2036 Notes" and, together with the 2028 Notes and the 2032 Notes, the "Notes") of Fiserv Funding Unlimited Company, an Irish private unlimited company ("Fiserv Funding"), and the related guarantees thereof (the "Guarantees", and, together with the Notes, the "Securities") of Fiserv, Inc., a Wisconsin corporation (the "Company"), I, as SVP, 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 Guarantees have been duly authorized by all proper and necessary corporate action in respect of the Company and the endorsement thereof on the Notes has been duly executed and delivered by the Company, and (c) the Guarantees 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.

I note that, as of the date of this opinion, a judgment for money in an action based on the Securities in a Federal or state court in the United States ordinarily would be enforced in the United States only in United States dollars. The date used to determine the rate of conversion of the foreign currency or currency unit in which a particular Security is denominated into United States dollars will depend upon various factors, including which court renders the judgment

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 May 7, 2025, of Sullivan & Cromwell LLP, the Company's outside counsel, and with respect to all matters of the laws of Ireland, I note that you have received an opinion, dated May 7, 2025, of DLA Piper Ireland LLP, Fiserv Funding's outside counsel.

Fiserv, Inc.

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 (i) the Indenture, dated as of April 24, 2025, among Fiserv Funding, the Company and U.S. Bank Trust Company, National Association (the "Trustee"), and each of the First Supplemental Indenture, the Second Supplemental Indenture and the Third Supplemental Indenture, each dated as of May 7, 2025, among Fiserv Funding, the Company and the Trustee, have been duly authorized, executed and delivered by the parties thereto (other than the Company), and (ii) the Notes have been duly authorized, executed and delivered by Fiserv Funding in accordance with the laws of Ireland, assumptions 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 and Guarantees" in the Prospectus Supplement relating to the Securities, dated as of April 29, 2025. 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 C. Nelson  
Eric C. Nelson  
SVP, General Counsel and Secretary



**DLA Piper Ireland LLP**  
 DLA Piper Ireland LLP  
 40 Molesworth Street  
 Dublin 2  
 Ireland  
 D02 YV57  
 T: +353 1 436 5450  
 F: +353 1 436 5451  
 dlalipper.com

To the addressees listed in Schedule 1 (*Addressees*)  
 (the **Addressees**)

**Your reference**

**Our reference**

EME/EME/400582/167  
 EUM/702676948.2

**7 May 2025**

Dear Sirs/Madams

**Fiserv Funding Unlimited Company (the Company)**

**1 DLA Piper Ireland LLP role**

- 1.1 We have acted as Irish legal advisers to the Company and Fiserv, Inc. (**Fiserv**) in connection with the registration under the Securities Act of 1933 of the United States of America, as amended (the **Securities Act**) of €750,000,000 principal amount of the Company's 2.875% Senior Notes due 2028 (the "**2028 notes**"), €775,000,000 principal amount of the Company's 3.500% Senior Notes due 2032 (the "**2032 notes**") and €650,000,000 principal amount of the Company's 4.000% Senior Notes due 2036 (the "**2036 notes**" and, together with the 2028 notes and the 2032 notes, the **Debt Securities**, and the proposals and arrangements related thereto (including as described in the Registration Statement and the Indenture, as each such term is defined in paragraph 3 of this opinion letter) being referred to in this opinion letter as the **Transaction**).
- 1.2 We have received instructions from, participated in discussions with, and advised only the Company (as at the date of this opinion letter).

**2 Interpretation**

- 2.1 In this opinion letter references to:
- (a) the **Companies Act** means the *Companies Act 2014*, as amended; and
  - (b) the **CRO** means the Irish Companies Registration Office.

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**DLA Piper Ireland LLP** is a general partnership registered in the Republic of Ireland (number 628115) and authorised by the Legal Services Regulatory Authority to operate as a limited liability partnership under the Legal Services Regulation Act 2015 (registration number 1262464). DLA Piper Ireland LLP is part of DLA Piper, a global law firm operating through various separate and distinct legal entities. Its principal place of business is at 40 Molesworth Street, Dublin 2, Ireland, D02 YV57.

**Partners:**

David Carthy, Conor Houlihan, Ciara McLoughlin, Mark Rasdale, John Magee, Caoimhe Clarkin, Maura Dineen, Éanna Mellett, Graham Quinn, Matthew Cole, Gavin Smith, Edel O'Kelly, Declan Lavelle, Gavin Woods, Aoife Murphy, Naoise Harnett, Kathi Ó'Riain, William Marshall, Darach Connolly, Simon Levine, Sandra Wallace, Jonathan Watkins, Colin Wilson.

A list of offices and regulatory information can be found at [dlalipper.com](http://dlalipper.com).

**Ireland Switchboard**

+353 1 436 5450

### 3 Documents examined

For the purpose of giving this opinion letter, we have examined the following documents (together, the **Documents**):

- 3.1 the Registration Statement on Form S-3 filed by Fiserv with the United States Securities and Exchange Commission (the **SEC**) on February 22, 2024 (as amended by the Post-Effective Amendment, filed by the Company and Fiserv with the SEC on April 24, 2025, the **Registration Statement**);
- 3.2 an indenture dated 24 April 2025 and entered into among (1) the Company, (2) Fiserv and (3) U.S. Bank Trust Company, National Association, as trustee (the **Base Indenture**);
- 3.3 a first supplemental indenture dated May 7, 2025 and entered into among (1) the Company, (2) Fiserv and (3) U.S. Bank Trust Company, National Association, as trustee (the **First Supplemental Indenture**);
- 3.4 a second supplemental indenture dated May 7, 2025 and entered into among (1) the Company, (2) Fiserv and (3) U.S. Bank Trust Company, National Association, as trustee (the **Second Supplemental Indenture**);
- 3.5 a third supplemental indenture dated May 7, 2025 and entered into among (1) the Company, (2) Fiserv and (3) U.S. Bank Trust Company, National Association, as trustee (the **Third Supplemental Indenture**, and together with the Base Indenture, the First Supplemental Indenture and the Second Supplemental Indenture, the **Indenture**);
- 3.6 a copy received by email of a certificate of a director of the Company dated the same date as this opinion letter (**Corporate Certificate**) annexing, *inter alia*:
  - (a) a certified copy of the Company's certificate of incorporation and its memorandum and articles of association (**Constitution**); and
  - (b) a certified copy of the written resolutions of the board of directors of the Company dated 23 April 2025 (the **Resolutions**);
- 3.7 searches (the **Company Searches**) made by our agent on 6 May 2025 (**Search Date**) in respect of the Company:
  - (a) on the file maintained by the Registrar of Companies at the CRO for mortgages, debentures or similar charges or notices of them and for the appointment of a process adviser, examiner, receiver or liquidator;
  - (b) in the Judgments Office of the Central Office of the High Court of Ireland for unsatisfied judgments, orders, decrees and the like to each for the 12 years immediately preceding the Search Date;
  - (c) in the petitions section of the Central Office of the High Court of Ireland for any petitions filed in respect of the Company;
  - (d) in the Central Office of the High Court for any proceedings filed by or against the Company in the 12 years immediately preceding the Search Date; and
  - (e) in the Office of the Sheriff of the City of Dublin.

Except as stated above, we have not, for the purposes of this opinion letter, examined any corporate records of the Company or any contracts or other documents (other than the Documents) entered into by or affecting the Company and have not made any other enquiries concerning the Company. In particular, we have not investigated whether the Company is, or will be, in breach of any of its obligations under any other agreement or document by reason of the execution, delivery or performance of the Documents to which it is a party.

#### 4 Status of opinion

- 4.1 This opinion letter relates to Irish law as it exists and is interpreted at the date of this opinion letter. We express no opinion as to the laws of any other jurisdiction and none is to be implied.
- 4.2 We express no opinion on European Union law as it affects any jurisdiction other than Ireland.
- 4.3 This opinion letter and any non-contractual obligations arising out of or in connection with it shall be governed by Irish law.
- 4.4 We assume no obligation (a) to advise you of any events or circumstances or any change in Irish law or practice occurring or taking effect after the date of this opinion letter which may or may not change any opinion expressed below in this opinion letter or (b) to update this opinion letter.

#### 5 Assumptions

For the purposes of this opinion letter we have assumed (without making any independent investigation) that:

- 5.1 all documents submitted to us as originals are authentic, final and complete, all signatures, stamps and seals on the documents submitted to us are genuine and all documents submitted to us as copies are final and complete and conform to the original documents;
- 5.2 none of the transactions contemplated by the Documents are prohibited by virtue of Chapter 4 (*Substantive prohibitions or restrictions on loans to directors and other particular transactions involving conflict of interest*) of Part 5 of the Companies Act;
- 5.3 none of the transactions contemplated by the Documents are prohibited by virtue of section 239 of the Companies Act, which prohibits certain transactions between Irish companies and its directors or persons connected with its directors;
- 5.4 the directors of the Company have not conferred, pursuant to section 159(5) of the Companies Act, on a managing director of the Company, any powers which are exercisable by the managing director to the exclusion of the powers of the directors;
- 5.5 in respect of all parties to the Documents:
  - (a) each such party (other than the Company as a matter of Irish law) is duly incorporated and validly in existence under the laws of its jurisdiction of incorporation;
  - (b) each such party (other than the Company as a matter of Irish law) has capacity, power and authority to enter into and perform their respective obligations under the Documents;
  - (c) all Documents submitted to us in final signed form were executed and delivered in accordance with applicable law (other than by the Company as a matter of Irish law) and in a form and content having no material difference to the final drafts provided to us and are not subject to any escrow arrangements; and
  - (d) the obligations of all parties under the Documents (other than the Company as a matter of Irish law) are legal, valid, binding and enforceable under all applicable laws;

- 5.6 the copy of each document, forming part of the schedules to the Corporate Certificate and examined by us:
- (a) is complete, accurate and up-to-date as at the date of the Resolutions and as at the date of hereof; and
  - (b) has not been amended or rescinded and is in full force and effect;
- 5.7 the Resolutions were duly passed and have not been amended or rescinded and are in full force and effect, and due disclosure has been made by each director of any interest they have in the transactions to which they relate in accordance with the Companies Act and the Constitution and that no director has any such interest except to the extent disclosed and permitted by the Constitution;
- 5.8 any borrowing, granting of security and/or provision of guarantees performed by the Company in connection with the Transaction would not cause any borrowing, guarantee, security or similar limit binding on the Company to be exceeded;
- 5.9 in relation to the Company Searches:
- (a) all documents, forms and notices which could or should have been delivered to the Registrar of Companies at the CRO by or on behalf of the Company have been delivered;
  - (b) the results of the Company Searches were complete, accurate and up to date at the time that they were obtained; and
  - (c) no additional matters would have been disclosed by:
    - (i) any search undertaken at the CRO or enquiry made of the Central Office of the High Court of Ireland or the Office of the Sheriff of the City of Dublin in relation to the Company after the Company Searches were obtained; or
    - (ii) a search of any district registry at any time;
- 5.10 at the time of the Resolutions and as at the date hereof, the Company was not capable of being deemed to be unable to pay its debts within the meaning of sections 509(3)(a) and (c), 558B and/or 570 of the Companies Act or any analogous provision under any applicable laws on or immediately after the execution and delivery of the Resolutions and the Company will not, as a consequence of doing any act or thing which any Resolution or the Steps Plan contemplates, permits or requires the relevant party to do, be unable to pay its debts within the meaning of such sections or any analogous provision under any applicable laws;
- 5.11 in relation to the Company:
- (a) it has not passed a voluntary winding-up resolution or a resolution to appoint a liquidator or administrator or process adviser or examiner or other similar or analogous officer and no step has been taken in relation to any of the foregoing;
  - (b) no petition has been presented, application made or notice given by any person, and no order has been made by any court, for its winding up, liquidation, dissolution or appointment of a process adviser or an examiner or other similar or analogous officer;
  - (c) no liquidator, receiver, receiver and manager, administrative receiver, administrator, process adviser, examiner or similar officer has been appointed in relation to it or any of its assets or revenues or undertaking and no step has been taken in relation to any such appointment; and

- (d) no application has been made to the Registrar of Companies for its striking off, nor have any steps been taken by the Registrar of Companies in relation to its striking off,  
which was not revealed by the Company Searches;
- 5.12 none of the parties is or will be seeking to achieve any purpose not apparent from any of the Documents which might render any Document illegal or void;
- 5.13 there is no bad faith, fraud, coercion, duress or undue influence on the part of any of the parties, their respective directors, employees, agents or advisers;
- 5.14 without prejudice to the generality of paragraph 4 (*Status of opinion*) of this opinion letter, no provision of any law of any jurisdiction outside Ireland:
- (a) would be contravened by the execution, delivery or performance of the Transaction;
- (b) will render the execution or delivery of any part of the Transaction ineffective; or
- (c) would otherwise have any implication for the opinions which we express;
- 5.15 no party entering into the Transaction was mistaken as to any material relevant fact;
- 5.16 other than insofar as covered by this opinion letter with respect to the laws of Ireland, no authorisations, approvals, licences, exemptions or consents of governmental or regulatory authorities with respect to the agreements or arrangements referred to in the Registration Statement or with respect to the Transaction or the issue of the Debt Securities are or will be required to be obtained;
- 5.17 that the Debt Securities will conform with the descriptions and restrictions contained in the Indenture subject to such changes as may be required in order to comply with any requirement of Irish law, that any selling restrictions contained therein have been and will be at all times observed and that the obligations will conform with the terms of the Indenture or any other indenture to be entered into by the Company and any trustee;
- 5.18 that any representations and warranties contained in the Indenture are true and correct and that the Company will at all times comply with its obligations under, and the representations and warranties contained in, the Indenture and the agreements and arrangements referred to in the Indenture and all other agreements and arrangements relating to the issue of the Debt Securities by it or the entry into, or performance of its obligations under, the Indenture;
- 5.19 that there are no agreements or arrangements in existence which in any way amend or vary the terms of the Transaction as disclosed by the Registration Statement;
- 5.20 each party to the Transaction is acting as principal and on arm's length terms;
- 5.21 that the parties have complied (and will continue to comply) with all applicable anti-money laundering, anti-terrorism, anti-corruption and human rights laws and regulations, and any restrictions on financial transfers arising from any United Nations, EU and Irish sanctions, and that there is nothing in the transactions contemplated by the Transaction that is inconsistent with any such laws and regulations; and
- 5.22 the Debt Securities create obligations which would be legally binding and enforceable under the laws of the State of New York had they been issued by a limited liability corporation registered in the State of New York.

## 6 Opinions

Based upon the foregoing, and subject to the qualifications set out below and any matters not disclosed to us, it is our opinion that:

- 6.1 the Company is a private unlimited company incorporated under the laws of Ireland. Based solely on the Company Searches, the Company is validly existing under the laws of Ireland and no petition, order or notice for the winding up of the Company or the appointment of a receiver, liquidator, process adviser or examiner has been made over the Company or to its assets;
- 6.2 the Company had all the requisite power and authority under its Constitution to:
  - (a) enter into the Resolutions to which it is a party and to perform its obligations under them; and
  - (b) enter into the Indenture and issue the Debt Securities;
- 6.3 the Indenture was duly executed and delivered by the Company, and the persons authorised to execute the Indenture on behalf of the Company have been duly authorised so to do so by the Resolutions; and
- 6.4 the Debt Securities constitute valid and legally binding obligations of the Company.

## 7 Qualifications

The opinions which are expressed in this opinion letter are subject to the following qualifications:

- 7.1 **Corporate standing and searches:** The Company Searches will not necessarily reveal whether a resolution has been passed, an appointment made, proceedings commenced or a charge created because particulars of such matters need to be filed only within a specified period; and
- 7.2 **Enforcement:** The term **legally binding** in this opinion letter in paragraph 6.4 of this opinion letter means only that the obligations assumed by the Company under the Debt Securities are of a type which the Irish courts may enforce. It does not mean that those obligations will necessarily be enforceable, or enforced, in all circumstances or in accordance with their terms or against third parties or that any particular remedy will be available.

## 8 Disclosure

This opinion letter is addressed to you in connection with the registration of the Debt Securities with the SEC. We hereby consent to the inclusion of this opinion letter as an exhibit to the Registration Statement to be filed with the SEC. In giving this consent, we do not thereby admit that we are in a category of person whose consent is required under Section 7 of the Securities Act.

Yours faithfully

/s/ DLA Piper Ireland LLP  
**DLA Piper Ireland LLP**

Schedule 1 Addressees

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