

July 12, 2021

Sofiane Zairi  
ZI Chotrana, 2083 Ariana  
Tunisia

Dear Sofiane,

You are a highly valued team member of the company, and we are thankful for your dedication; you are an example of what has made FIS great. We value your contributions, your knowledge, and your expertise. Together with FIS leadership, we recognize that your contributions over the next several months are critical to our success.

Therefore, we are pleased to offer you a special one-time Retention Bonus of **TND 6,026.74**, subject to the conditions attached.

To receive your award, you must remain in your current role and maintain acceptable performance standards throughout the retention period of **July 15, 2021 to December 15, 2021** ("Retention Period"). Payment of the Retention Bonus shall be made as soon as administratively feasible following the end of the Retention Period ("Payment Date"). This letter does not constitute a contract of employment or guarantee continued employment for any period. If you have any questions about this letter, please contact Joris Teeuwen at [Joris.Teeuwen@fisglobal.com](mailto:Joris.Teeuwen@fisglobal.com).

Again, thank you for your continued hard work and dedication to FIS. We look forward to working together with you to serve the best interests of our customers, our shareholders and the organization!

Sincerely,

Kais Abdelhedi  
VP, Business Executive

### **Terms and Conditions of the Retention Bonus**

To ensure that FIS and its subsidiaries reward the services of a select few employees ("Participants") through the Retention Period, FIS and its subsidiaries have offered a special one-time bonus opportunity (the "Retention Bonus"). The phrase "Payment Date" means the date of the Participant's Retention Bonus payment based on continued employment with FIS through the Retention Period as defined in the letter the Participant received from FIS informing the Participant of the bonus opportunity.

#### **Payment Conditions:**

Subject to satisfaction of the conditions set forth in this document, the Participant's Retention Bonus will be earned at the end of the Retention Period, so long as the Participant remains satisfactorily employed in his or her current role. The Retention Bonus shall be subject to all withholdings required by law and shall be paid as soon as administratively possible after the successful completion of the Retention Period.

No Retention Bonus will be paid to the Participant in the event of a voluntary resignation or involuntary termination for any reason other than elimination of Participant's position or as a result of a reduction-in-force prior to the end of the Retention Period. Similarly, if Participant voluntarily transfers to another FIS position prior to the end of the Retention Period, the Participant will not earn the Retention Bonus. If the Participant's position is eliminated or the Participant is impacted by a reduction-in-force prior to the end of the Retention Period, the Participant will remain entitled to the full Retention Bonus.

The opportunity for a Retention Bonus does not constitute (A) a contract of employment; or (B) a guarantee of continued employment for any period.

#### **Company Discretion:**

FIS reserves the right to determine that any Participant has not earned a Retention Bonus if, before payment of the Retention Bonus:

- FIS determines that the Participant has breached or violated in any material respect any agreement between the Participant and FIS or any of its subsidiaries, affiliates or predecessors (including, but not limited to, any agreement of non-solicitation, non-compete and/or confidentiality) or any material policy in the FIS Code of Business Conduct and Ethics or Employee Handbook; or
- The Participant is subject to performance or disciplinary action, including being placed on a performance improvement plan.

#### **Section 409A – for U.S. taxpayers:**

It is the intent of the parties that the Retention Bonus will be exempt from the requirements of Section 409A of the Internal Revenue Code ("Section 409A"). In the event FIS reasonably determines that any Retention Bonus is subject to Section 409A, it may amend the terms of the Retention Bonus in the manner necessary to ensure exemption or compliance with Section 409A.

By signing below, you agree to the terms set forth above for the payment of the Retention Bonus.



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**Sofiane Zairi**

22 / 07 / 2021

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**Date**