

Fidelity National Information Services, Inc.
Form S-4/A
October 13, 2015
[Table of Contents](#)

As filed with the Securities and Exchange Commission on October 9, 2015

Registration No. 333-206832

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

Amendment No. 1
to
FORM S-4
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

FIDELITY NATIONAL INFORMATION SERVICES, INC.

(Exact Name of Registrant as Specified in Its Charter)

Georgia (State or Other Jurisdiction of	7389 (Primary Standard Industrial	37-1490331 (I.R.S. Employer
Incorporation or Organization)	Classification Code Number) 601 Riverside Avenue	Identification Number)

Jacksonville, Florida 32204

(904) 438-6000

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Michael P. Oates

Corporate Executive Vice President, General Counsel and Corporate Secretary

601 Riverside Avenue

Jacksonville, Florida 32204

(904) 438-6000

(Name, address, including zip code, and telephone number, including area code, of agent for service)

With a copy to:

Robert S. Rachofsky

William R. Dougherty

Adam M. Turteltaub

Elizabeth A. Cooper

Willkie Farr & Gallagher LLP

Simpson Thacher & Bartlett LLP

787 Seventh Avenue

425 Lexington Avenue

New York, NY 10019

New York, NY 10017

(212) 728-8000

(212) 455-2000

Approximate date of commencement of the proposed sale of the securities to the public: As soon as practicable after this Registration Statement becomes effective and upon completion of the Mergers described in the enclosed consent solicitation statement/prospectus.

Edgar Filing: Fidelity National Information Services, Inc. - Form S-4/A

If the securities being registered on this Form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box. "

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act of 1933, as amended, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. "

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. "

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of large accelerated filer, accelerated filer and smaller reporting company in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer Accelerated filer

Non-accelerated filer (Do not check if a smaller reporting company) Smaller reporting company

If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:

Exchange Act Rule 13e-4(i) (Cross-Border Issuer Tender Offer)

Exchange Act Rule 14d-1(d) (Cross-Border Third-Party Tender Offer)

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the registration statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

Table of Contents

The information in this consent solicitation statement/prospectus is not complete and may be changed. FIS may not sell these securities until the registration statement filed with the Securities and Exchange Commission, of which this document is a part, is declared effective. This consent solicitation statement/prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted or would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. Any representation to the contrary is a criminal offense.

Subject to completion, dated October 9, 2015

**CONSENT SOLICITATION STATEMENT
OF SUNGARD**

**PROSPECTUS OF FIDELITY NATIONAL
INFORMATION SERVICES, INC.**

[], 2015

To Stockholders of SunGard:

As you may be aware, SunGard and SunGard Capital Corp. II (which we refer to collectively as the SunGard Companies) entered into an Agreement and Plan of Merger, dated as of August 12, 2015 (which we refer to as the Merger Agreement), among Fidelity National Information Services, Inc. (which we refer to as FIS) and three of FIS wholly owned subsidiaries, pursuant to which, through a series of mergers, the SunGard Companies will be merged into wholly owned subsidiaries of FIS (which we collectively refer to as the Mergers).

The aggregate purchase price paid by FIS will consist of \$2,288,700,000 in cash, subject to adjustment pursuant to the Merger Agreement, and 44,663,899 shares of FIS common stock (which we collectively refer to as the merger consideration), less the number of FIS shares representing unvested RSUs of the SunGard Companies that will be converted into RSUs of FIS upon completion of the Mergers.

FIS common stock is traded on the New York Stock Exchange under the symbol FIS. On August 11, 2015, the last trading day prior to the announcement of the Mergers, the last reported sale price of FIS common stock on the NYSE was \$65.07. On [], 2015, the most recent practicable date prior to the printing of this consent solicitation statement/prospectus, the last reported sale price of FIS common stock on the NYSE was \$ []. We urge you to obtain current stock price quotations for FIS common stock from a newspaper, the internet or your broker.

The SunGard board of directors has considered the Mergers and the terms of the Merger Agreement and has unanimously determined that the Mergers and the Merger Agreement are advisable, fair to and in the best interest of SunGard and its stockholders. Accordingly, the SunGard board of directors has unanimously adopted and approved the Mergers and the Merger Agreement. However, the adoption of the Merger Agreement by (i) written consent of the holders of a majority of the outstanding shares of SunGard common stock entitled to vote, (ii) the affirmative vote or written consent of the Majority Principal Investors (as defined below) and (iii) the approval of the Requisite Principal Investors (as defined below) is required for the Mergers to close, and you are being sent this document to ask you to

adopt and approve the Merger Agreement and the Mergers by executing and returning the written consent furnished with this consent solicitation statement/prospectus. No vote of FIS stockholders is required to complete the Mergers.

Following entry by the parties into the Merger Agreement, certain stockholders of SunGard, representing approximately 85% of the outstanding shares of SunGard common stock, entered into support and standstill agreements with FIS under which they have agreed to, promptly following such stockholders receipt of the accompanying consent solicitation statement/prospectus as declared effective by the Securities and Exchange Commission, execute and return consents with respect to their shares of SunGard common stock adopting and approving the Merger Agreement and the Mergers. Therefore, under the support agreements, we expect to receive a number of consents sufficient to satisfy the approval requirements described above.

The SunGard board of directors has set October 9, 2015 as the record date for determining holders of SunGard common stock entitled to execute and deliver written consents with respect to this solicitation. If you are a record holder of outstanding SunGard common stock on that date, you are urged to complete, date and sign the enclosed written consent and promptly return it to SunGard. See the section entitled Solicitation of Written Consents beginning on page 40.

We encourage you to read carefully this consent solicitation statement/prospectus and the documents incorporated by reference into this consent solicitation statement/prospectus in their entirety, including the section entitled Risk Factors beginning on page 28.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of the securities to be issued under this consent solicitation statement/prospectus, or determined if this consent solicitation statement/prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

This consent solicitation statement/prospectus is dated _____, 2015, and is first being mailed to SunGard stockholders on or about _____, 2015.

Russell P. Fradin
President and Chief Executive Officer

Table of Contents

ADDITIONAL INFORMATION

The accompanying consent solicitation statement/prospectus incorporates important business and financial information about FIS from documents that FIS has filed with the Securities and Exchange Commission (SEC) but that have not been included in or delivered with the accompanying consent solicitation statement/prospectus. For a listing of documents incorporated by reference into the accompanying consent solicitation statement/prospectus, see *Where You Can Find Additional Information* beginning on page 181 of the accompanying consent solicitation statement/prospectus.

FIS will provide you with copies of such documents (excluding all exhibits, unless FIS has specifically incorporated by reference an exhibit in the accompanying consent solicitation statement/prospectus), without charge, upon written or oral request to:

Fidelity National Information Services, Inc.

601 Riverside Avenue

Jacksonville, Florida 32204

Attn: Investor Relations

Telephone: (904) 438-6282

To ensure timely delivery, any request should be made at least five business days before _____, 2015, the targeted final date for receipt of written consents.

You should rely only on the information contained in or incorporated by reference into the accompanying consent solicitation statement/prospectus. Neither FIS nor SunGard has authorized anyone to provide you with different information. The accompanying consent solicitation statement/prospectus is dated as of _____, 2015. You should not assume that information contained in the accompanying consent solicitation statement/prospectus is accurate as of any date other than that date. Neither the mailing of the accompanying consent solicitation statement/prospectus to SunGard stockholders nor the issuance by FIS of common stock in the Mergers will create any implication to the contrary.

ABOUT THE CONSENT SOLICITATION STATEMENT/PROSPECTUS

The accompanying consent solicitation statement/prospectus, which forms a part of a registration statement on Form S-4 filed with the SEC by FIS, constitutes a prospectus of FIS under Section 5 of the Securities Act of 1933, as amended, with respect to the shares of FIS common stock to be issued to SunGard stockholders and holders of SunGard equity-based awards in connection with the Mergers. The consent solicitation statement/prospectus also constitutes a consent solicitation statement of SunGard with respect to the proposal to adopt the Merger Agreement and thereby approve the Mergers and the other transactions contemplated by the Merger Agreement.

Table of Contents

SunGard

680 East Swedesford Road

Wayne, PA 19087

Notice of Solicitation of Written Consent

To Stockholders of SunGard:

Pursuant to an Agreement and Plan of Merger, dated as of August 12, 2015 (which we refer to as the Merger Agreement), among Fidelity National Information Services, Inc. (which we refer to as FIS), Seahawk Merger Sub 1, Inc., a wholly owned subsidiary of FIS (which we refer to as Merger Sub 1), Seahawk Merger Sub LLC, a wholly owned subsidiary of FIS (which we refer to as Merger Sub 2), Seahawk Merger Sub 3, Inc., a wholly owned subsidiary of FIS (which we refer to as Merger Sub 3), SunGard and SunGard Capital Corp. II (which we refer to as SCCII, and, together with SunGard, the SunGard Companies), Merger Sub 1 will merge with and into SunGard, with SunGard continuing as the surviving corporation (which we refer to as the Merger 1 Surviving Corporation), the Merger 1 Surviving Corporation will merge with and into Merger Sub 2, with Merger Sub 2 continuing as the surviving company (which we refer to as the Follow-On 1 Surviving Company), Merger Sub 3 will merge with and into SCCII, with SCCII continuing as the surviving corporation (which we refer to as the Merger 2 Surviving Corporation), and the Merger 2 Surviving Corporation will merge with and into the Follow-On 1 Surviving Company, with the Follow-On 1 Surviving Company continuing as the surviving company (which we refer to as the Surviving Company) and as a wholly owned subsidiary of FIS (which mergers we collectively refer to as the Mergers).

This consent solicitation statement/prospectus is being delivered to you on behalf of the SunGard board of directors to request that holders of SunGard common stock as of the record date of October 9, 2015 execute and return written consents to adopt and approve the Merger Agreement and the Mergers.

This consent solicitation statement/prospectus describes the proposed Mergers and the actions to be taken in connection with the Mergers and provides additional information about the parties involved. Please give this information your careful attention. A copy of the Merger Agreement is attached as Annex A to this consent solicitation statement/prospectus.

A summary of the appraisal rights that may be available to you is described in the section entitled "The Mergers Appraisal Rights" beginning on page 68 of the accompanying consent solicitation statement/prospectus. Please note that if you wish to exercise appraisal rights you must not sign and return a written consent approving the Mergers, or a consent that fails to indicate a decision on the proposal. However, so long as you do not return a consent form at all, it is not necessary to affirmatively vote against or disapprove the Mergers. In addition, you must take all other steps necessary to perfect your appraisal rights.

The SunGard board of directors has considered the Mergers and the terms of the Merger Agreement and has unanimously determined that the Mergers and the Merger Agreement are advisable, fair to and in the best interests of SunGard and its stockholders.

Please complete, date and sign the written consent furnished with this consent solicitation statement/prospectus and return it promptly to SunGard by one of the means described in the section entitled "Solicitation of Written Consents" beginning on page 40 of the accompanying consent solicitation statement/prospectus.

By Order of the Board of Directors,

Leslie S. Brush
Secretary

Table of Contents

TABLE OF CONTENTS

Section:

<u>QUESTIONS AND ANSWERS</u>	1
<u>SUMMARY</u>	7
<u>The Companies</u>	7
<u>The Mergers</u>	8
<u>Effects of the Merger; Merger Consideration</u>	8
<u>Treatment of SunGard Stock Options, SunGard Appreciation Units and SunGard RSUs</u>	9
<u>Ownership of FIS Following the Mergers</u>	10
<u>Financing for the Mergers</u>	10
<u>Risk Factors</u>	11
<u>Record Date; SunGard Stockholders Entitled to Consent</u>	11
<u>Consents: Required Consents</u>	11
<u>Submission of Consents</u>	12
<u>Executing Consents; Revocation of Consents</u>	12
<u>Solicitation of Consents; Expenses</u>	13
<u>Recommendation of the SunGard Board of Directors and Its Reasons for the Merger</u>	13
<u>Stock Ownership of SunGard Directors and Executive Officers</u>	13
<u>Interests of Executive Officers and Directors of SunGard in the Mergers</u>	14
<u>Listing of FIS Common Stock</u>	14
<u>Appraisal Rights</u>	14
<u>Expected Timing of the Mergers</u>	15
<u>Regulatory Matters</u>	15
<u>Accounting Treatment</u>	16
<u>Exclusivity</u>	17
<u>Efforts to Complete the Mergers</u>	17
<u>Conditions to Completion of the Mergers</u>	17
<u>Termination of the Merger Agreement</u>	18
<u>Specific Performance</u>	18
<u>Support and Standstill Agreements</u>	19
<u>Registration Rights Agreement</u>	19
<u>Material United States Federal Income Tax Consequences of the Transaction</u>	19
<u>Comparison of Stockholder Rights</u>	20
<u>SELECTED HISTORICAL CONSOLIDATED FINANCIAL DATA OF FIS</u>	21
<u>SELECTED HISTORICAL CONSOLIDATED FINANCIAL DATA OF SUNGARD</u>	23
<u>SELECTED UNAUDITED PRO FORMA FINANCIAL DATA</u>	25
<u>COMPARATIVE HISTORICAL AND UNAUDITED PRO FORMA PER SHARE DATA</u>	26
<u>RISK FACTORS</u>	28
<u>Risks Relating to the Mergers</u>	28
<u>Risks Relating to the Combined Company Following the Merger</u>	32
<u>CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS</u>	38
<u>SOLICITATION OF WRITTEN CONSENTS</u>	40

<u>THE COMPANIES</u>	43
<u>Fidelity National Information Services, Inc.</u>	43
<u>Seahawk Merger Sub 1, Inc.</u>	43
<u>Seahawk Merger Sub, LLC</u>	43
<u>Seahawk Merger Sub 3, Inc.</u>	43
<u>SunGard</u>	43

Table of Contents

<u>THE MERGERS</u>	45
<u>The Mergers</u>	45
<u>Background of the Mergers</u>	45
<u>Recommendation of the SunGard Board of Directors and Its Reasons for the Mergers</u>	53
<u>Stock Ownership of SunGard and SCCII Directors and Executive Officers</u>	57
<u>Interests of Executive Officers and Directors of SunGard and SCCII in the Mergers</u>	57
<u>FIS Reasons for the Mergers</u>	62
<u>Effects of the Mergers: Merger Consideration</u>	63
<u>Treatment of SunGard Equity-Based Awards in the Merger</u>	64
<u>Ownership of FIS Following the Mergers</u>	65
<u>Board of Directors and Management of FIS After the Mergers</u>	66
<u>Regulatory Matters</u>	66
<u>Accounting Treatment</u>	67
<u>Listing of FIS Common Stock</u>	67
<u>Appraisal Rights</u>	68
<u>Restrictions on Sales of Shares of FIS Common Stock Received in the Mergers</u>	72
<u>Material United States Federal Income Tax Consequences of the Transaction</u>	72
<u>THE MERGER AGREEMENT</u>	77
<u>The Mergers</u>	77
<u>Managers and Officers of the Surviving Company</u>	78
<u>Effects of the Mergers: Merger Consideration</u>	78
<u>Treatment of SunGard Equity-Based Awards in the Mergers</u>	81
<u>Exchange Procedures</u>	82
<u>Distributions with Respect to Unexchanged Shares</u>	82
<u>Lost, Stolen and Destroyed Certificates</u>	83
<u>Dissenting Shares</u>	83
<u>Withholding Rights</u>	83
<u>Representations and Warranties</u>	83
<u>Covenants</u>	86
<u>Exclusivity</u>	87
<u>SunGard Stockholder Approval</u>	88
<u>Efforts to Complete the Merger</u>	88
<u>Directors and Officers Insurance and Indemnification</u>	90
<u>Employee Benefits</u>	91
<u>Other Covenants and Agreements</u>	91
<u>Conditions to Completion of the Merger</u>	92
<u>Termination of the Merger Agreement</u>	94
<u>Effect of Termination</u>	94
<u>Miscellaneous</u>	95
<u>MATERIAL CONTRACTS BETWEEN THE PARTIES</u>	97
<u>The Support and Standstill Agreements</u>	97
<u>The Registration Rights Agreement</u>	98
<u>DEBT FINANCING</u>	99
<u>Bridge Commitment Letter</u>	99
<u>New Term Loan Credit Agreement</u>	100
<u>MARKET PRICE AND DIVIDEND INFORMATION</u>	102

<u>UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL INFORMATION</u>	103
<u>PRINCIPAL STOCKHOLDERS</u>	114
<u>COMPARISON OF STOCKHOLDER RIGHTS</u>	118

Table of Contents

<u>INFORMATION ABOUT SUNGARD</u>	134
<u>LEGAL MATTERS</u>	181
<u>EXPERTS</u>	181
<u>WHERE YOU CAN FIND ADDITIONAL INFORMATION</u>	181
ANNEX A	Agreement and Plan of Merger
ANNEX B	Support and Standstill Agreement with certain affiliates of Bain Capital, LLC
ANNEX C	Support and Standstill Agreement with certain affiliates of The Blackstone Group L.P.
ANNEX D	Support and Standstill Agreement with certain affiliates of Goldman Sachs & Co.
ANNEX E	Support and Standstill Agreement with certain affiliates of Kohlberg Kravis Roberts & Co. L.P.
ANNEX F	Support and Standstill Agreement with certain affiliates of Providence Equity Partners L.L.C.
ANNEX G	Support and Standstill Agreement with certain affiliates of Silver Lake Management Company, L.L.C.
ANNEX H	Support and Standstill Agreement with certain affiliates of TPG Capital LP.
ANNEX I	Registration Rights Agreement
ANNEX J	Section 262 of the Delaware General Corporation Law
<u>PART II INFORMATION NOT REQUIRED IN PROSPECTUS</u>	
<u>EXHIBIT INDEX</u>	

Table of Contents**QUESTIONS AND ANSWERS**

The following are some questions that you, as a stockholder of SunGard (SunGard) or SunGard Capital Corp. II (SCCII, and together with SunGard, the SunGard Companies), may have regarding the Mergers (as defined below), and brief answers to those questions. SunGard urges you to carefully read the remainder of this consent solicitation statement/prospectus because the information in this section may not provide all the information that might be important to you with respect to the Mergers. Additional important information is also contained in the annexes to, and the documents incorporated by reference into, this consent solicitation statement/prospectus. All references in this consent solicitation statement/prospectus to FIS refer to Fidelity National Information Services, Inc., a Georgia corporation. FIS following the completion of the Mergers is sometimes referred to in this consent solicitation statement/prospectus as the combined company. In this consent solicitation statement/prospectus, the common stock, par value \$0.01 per share, of FIS is referred to as FIS common stock and the holders thereof are referred to as FIS stockholders, the Class L Common Stock, par value \$0.001 per share (the Class L Common Stock) and classes A-1 through A-8 common stock, each par value \$0.001 per share (collectively the Class A Common Stock), of SunGard is referred to as SunGard common stock, the 11.5% Cumulative Preferred Stock of SCCII, par value \$0.001 per share, is referred to as the SCCII preferred stock. SunGard and SCCII stockholders are sometimes referred to in this consent solicitation statement/prospectus as you. Unless the context otherwise requires, all references in this consent solicitation statement/prospectus to SunGard refer to SunGard and its consolidated subsidiaries, including SCCII.

Q: Why am I receiving this consent solicitation statement/prospectus?

A: FIS has agreed to acquire SunGard under the terms of an Agreement and Plan of Merger, dated as of August 12, 2015, by and among FIS, Seahawk Merger Sub 1, Inc., a Delaware corporation (Merger Sub 1), Seahawk Merger Sub, LLC, a Delaware limited liability company (Merger Sub 2), Seahawk Merger Sub 3, Inc., a Delaware corporation (Merger Sub 3), each a wholly owned subsidiary of FIS, SunGard and SCCII (as may be amended from time to time, the Merger Agreement). Pursuant to the Merger Agreement, (i) Merger Sub 1 will merge with and into SunGard (Merger 1), with SunGard continuing as the surviving corporation (the Merger 1 Surviving Corporation), (ii) the Merger 1 Surviving Corporation will merge with and into Merger Sub 2 (the Follow-On Merger 1), with Merger Sub 2 continuing as the surviving company (the Follow-On 1 Surviving Company), (iii) Merger Sub 3 will merge with and into SCCII (Merger 2), with SCCII continuing as the surviving corporation (the Merger 2 Surviving Corporation), and (iv) the Merger 2 Surviving Corporation will merge with and into the Follow-On 1 Surviving Company (the Follow-On Merger 2 and, together with Merger 1, Follow-On Merger 1 and Merger 2, the Mergers), with the Follow-On 1 Surviving Company continuing as the surviving company (the Surviving Company) and as a wholly owned subsidiary of FIS. See the section titled The Merger Agreement beginning on page 77 of this consent solicitation statement/prospectus. A copy of the Merger Agreement is attached to this consent solicitation statement/prospectus as Annex A. It is the legal document that governs the Mergers.

SunGard is providing these consent solicitation materials to the holders of SunGard common stock, and is soliciting such holders' written consent to the Merger Agreement proposal. These consent solicitation materials also constitute a prospectus with respect to the shares of FIS common stock to be issued to the holders of Class L Common Stock and SCCII preferred stock and holders of Vested SunGard Awards and unvested RSUs in the Mergers (each as defined below). This consent solicitation statement/prospectus contains important information about the Mergers and the Merger Agreement, and you should read this consent solicitation statement/prospectus carefully.

Table of Contents

Q: What will happen to SunGard and SCCII as a result of the Mergers, and what will I receive in the Mergers?

A: As a result of the Mergers, SunGard and SCCII will each merge with and into Merger Sub 2, a wholly owned subsidiary of FIS, and shares of SunGard common stock and SCCII common and preferred stock will be cancelled. Upon the closing of the Mergers, you will be entitled to receive a combination of cash and shares of FIS common stock.

Under the Merger Agreement, at the effective time of the Mergers and without any action on the part of the holder thereof, the outstanding shares of Class L Common Stock and SCCII preferred stock as well as all vested stock options, appreciation units and restricted stock units (RSUs) representing an interest in shares of SunGard and/or SCCII (collectively, Vested SunGard Awards) will be converted into the right to receive an aggregate of \$2,288,700,000 in cash, subject to certain adjustments, and 44,663,899 shares of common stock of FIS less the number of FIS shares underlying unvested RSUs of SunGard that will, at the closing of the Mergers be converted into the number of RSUs of FIS common stock obtained by dividing the value, as of shortly prior to the closing of the Mergers, of the aggregate merger consideration that would have otherwise been payable in respect of the Class L Common Stock and SCCII preferred stock underlying such unvested RSU by the value, as of shortly prior to the closing of the Mergers, of a share of FIS common stock. Each outstanding share of Class A Common Stock and SCCII common stock will be cancelled, retired and cease to exist, and no consideration will be delivered in exchange therefor.

For a full description of the merger consideration, see the section titled The Merger Agreement Effects of the Mergers; Merger Consideration beginning on page 78 of this consent solicitation statement/prospectus.

Q: Why are FIS and SunGard proposing the Mergers?

A: FIS and SunGard believe that combining the strengths of the two companies is in the best interests of their respective companies and stockholders. The Mergers of FIS and SunGard will position the combined company to offer a broad range of enterprise banking and capital markets capabilities to empower financial institutions and businesses worldwide. To review the reasons for the Mergers in greater detail, see the sections titled The Mergers Recommendation of the SunGard Board of Directors and Its Reasons for the Mergers beginning on page 53 of this consent solicitation statement/prospectus and The Mergers FIS Reasons for the Mergers beginning on page 62 of this consent solicitation statement/prospectus.

Q: Does the board of directors of SunGard support the Mergers?

A: Yes. The board of directors of SunGard (the SunGard Board) has declared that the Mergers and the transactions contemplated by the Merger Agreement are advisable, fair to and in the best interests of SunGard and its stockholders, and unanimously recommends that SunGard stockholders adopt the Merger Agreement and thereby approve the Mergers and the other transactions contemplated by the Merger Agreement by executing and delivering the written consent furnished with this consent solicitation statement/prospectus.

Q: What happens if the Mergers are not completed?

A: If the Merger Agreement is not adopted by the SunGard stockholders or if the Mergers are not completed for any other reason, you will not receive any payment for your shares of Class L Common Stock or SCCII preferred stock in connection with the Mergers. Instead, SunGard and SCCII will remain as independent companies.

Q: What am I being asked to approve?

A: You are being asked to adopt the Merger Agreement and thereby approve the Mergers and the other transactions contemplated by the Merger Agreement.

Table of Contents

Q: Who is entitled to give a written consent?

A: The SunGard Board has set October 9, 2015, which is referred to as the record date in this consent solicitation statement/prospectus, as the record date for determining SunGard stockholders entitled to sign and deliver written consents with respect to this consent solicitation. Holders of outstanding shares of SunGard common stock as of the close of business on the record date will be entitled to give a consent using the form of written consent furnished with this consent solicitation statement/prospectus. The holders of Class A Common Stock and Class L Common Stock vote together as a single class, with each share entitled to one vote.

Q: What approval is required to adopt the Merger Agreement?

A: The Mergers cannot be completed unless stockholders of SunGard adopt the Merger Agreement and thereby approve the Mergers and the other transactions contemplated by the Merger Agreement. Adoption of the Merger Agreement requires the approval of (i) the written consent of the holders of a majority of the outstanding shares of SunGard common stock entitled to vote, (ii) the affirmative vote or written consent of the Majority Principal Investors (as defined below) and (iii) the approval of the Requisite Principal Investors (as defined below). As of the close of business on the record date, there were 290,959,708 shares of SunGard common stock outstanding and entitled to vote.

Following entry by the parties into the Merger Agreement, certain beneficial owners of shares of SunGard common stock affiliated with Bain Capital Partners, LLC, Providence Equity Partners, Silver Lake Partners, The Blackstone Group, Goldman, Sachs & Co., KKR & Co., L.P. and TPG Capital (the Sponsor Stockholders), entered into Support and Standstill Agreements (the Support and Standstill Agreements) with FIS. The Class A Common Stock, Class L Common Stock and SCCII preferred stock subject to the Support and Standstill Agreements constituted approximately 85% of the outstanding shares of each of the Class A Common Stock, Class L Common Stock and SCCII preferred stock as of the date of the Merger Agreement. On the terms and conditions set forth in the Support and Standstill Agreements, each Sponsor Stockholder agreed to deliver a written consent adopting the Merger Agreement and approving the Mergers following the delivery of an effective registration statement on Form S-4 filed by FIS with respect to the shares of FIS common stock to be offered in the Mergers, and further, vote in favor of adopting the Merger Agreement and approving the Mergers at any meeting of SunGard and SCCII stockholders and against, among other things, another acquisition proposal or merger. Therefore, under the support and standstill agreements, SunGard expects to receive a number of consents sufficient to satisfy the approval requirement for the Merger Agreement. The Support and Standstill Agreements each contains a customary standstill provision, as well as a non-solicitation provision relating to certain members of the executive management team of SunGard, each of which are effective from the closing date of the Mergers until, in the case of the standstill provision, the date on which the applicable Sponsor Stockholders no longer beneficially own an aggregate of at least 0.5% of the common stock of FIS, and, in the case of the non-solicitation provision, the date that is one year following the closing date of the Mergers. The Support and Standstill Agreements will generally remain in full force and effect until fully performed by the parties thereto, with limited exceptions, including termination upon the termination of the Merger Agreement in accordance with its terms. See the section titled Material Contracts Between the Parties The Support and Standstill Agreements beginning on page 97 of this consent solicitation statement/prospectus. A copy of each Support and Standstill Agreement entered into by the Sponsor Stockholders is attached to this consent solicitation statement/prospectus as Annexes B H.

As of the close of business on the record date, excluding shares of SunGard common stock held by the Sponsor Stockholders, all directors and executive officers of SunGard collectively owned and were entitled to grant consents

with respect to 1,017,623 shares of SunGard common stock, or approximately 0.35% of the issued and outstanding shares of SunGard common stock as of the close of business on that date. SunGard currently expects that its executive officers will deliver written consents adopting the Merger Agreement.

Table of Contents

Q: What options do I have with respect to the proposed Mergers?

A: With respect to the shares of SunGard common stock that you hold, you may execute a written consent to approve the Merger Agreement proposal (which is equivalent to a vote for the proposal) or to disapprove the Merger Agreement proposal (which is equivalent to a vote against the proposal). If you are a record holder and you return a signed written consent without indicating your decision on the Merger Agreement proposal, you will have been deemed to have given your consent to approve the Merger Agreement proposal. If you fail to execute and return your written consent, or otherwise withhold your written consent or abstain, it has the same effect as voting against the Merger Agreement proposal.

Q: Can I dissent and require appraisal of my shares?

A: If you are a SunGard stockholder who does not approve the Mergers by delivering a written consent adopting the Merger Agreement, you will, by strictly complying with Section 262 of the General Corporation Law of the State of Delaware (the DGCL), be entitled to appraisal rights. Section 262 of the DGCL is attached to this consent solicitation statement/prospectus as Annex J. Failure to follow precisely any of the statutory procedures set forth in Annex J may result in the loss or waiver of appraisal rights under Delaware law. Delaware law requires that, among other things, you send a demand for appraisal to the Surviving Company after receiving a notice from SunGard or FIS that appraisal rights are available to you, which notice will be sent to non-consenting SunGard stockholders in the future. **This consent solicitation statement/prospectus is not intended to constitute such a notice. Do not send in your demand before the date of such notice because any demand for appraisal made prior to your receipt of such notice may not be effective to perfect your rights.** See the section titled "The Mergers – Appraisal Rights" beginning on page 68 of this consent solicitation statement/prospectus.

Q: How can I return my written consent?

A: If you hold shares of SunGard common stock as of the close of business on the record date and you wish to submit your consent, you must fill out the enclosed written consent, date and sign it, and promptly return it to SunGard. Once you have completed, dated and signed your written consent, deliver it to SunGard by faxing your written consent to SunGard, Attention: Secretary, at (646) 445-8171, by emailing a .pdf copy of your written consent to consent@sungard.com or by mailing your written consent to SunGard at 680 East Swedesford Road, Wayne, PA 19087, Attention: Secretary. SunGard does not intend to hold a stockholders' meeting to consider the Merger Agreement proposal, and, unless SunGard decides to hold a stockholders' meeting for such purpose, you will be unable to vote in person by attending a stockholders' meeting.

Q: What if I am a record holder and I don't indicate a decision with respect to the Merger Agreement proposal?

A: If you are a record holder and you return a signed written consent without indicating your decision on the Merger Agreement proposal, you will have been deemed to have given your consent to approve the Merger Agreement proposal.

Q: What is the deadline for returning my written consent?

A: The SunGard Board has set 11:59 p.m., on _____, 2015 as the targeted final date for the receipt of written consents, which date is referred to as the target date in this consent solicitation statement/prospectus. The target date is the date on which SunGard expects to receive the written consents of the Sponsor Stockholders under the Support and Standstill Agreements. SunGard reserves the right to extend the final date for the receipt of written consents beyond _____, 2015. Any such extension may be made without notice to SunGard stockholders. Once a sufficient number of consents to adopt the Merger Agreement have been received, the consent solicitation will conclude.

Table of Contents

Q: Can I change or revoke my written consent?

A: Yes, you may revoke your consent (subject to any contractual obligations you may otherwise have) or, if you have previously revoked your consent, submit a new written consent at any time prior to 11:59 p.m., New York City time on the target date (or, if earlier, before the consents of a sufficient number of shares to approve the applicable proposal have been filed with the Secretary of SunGard), by faxing your revocation or new written consent to SunGard, Attention: Secretary, at (646) 445-8171, by emailing a .pdf copy of your revocation or new written consent to consent@sungard.com or by mailing your revocation or new written consent to SunGard at 680 East Swedesford Road, Wayne, PA 19087, Attention: Secretary.

Q: Do I need to send in my SunGard or SCCII stock certificates now?

A: No, although you may, provided that at whatever time you send your SunGard or SCCII stock certificates, you send them together with the letter of transmittal accompanying this consent solicitation statement/prospectus. Accompanying this consent solicitation statement/prospectus is a letter of transmittal and instructions on how to exchange certificates representing your shares of SunGard common stock and SCCII preferred stock for the merger consideration to which you are entitled under the Merger Agreement. Please complete and return this letter of transmittal along with your certificates (unless SunGard currently holds your certificates on your behalf) as provided in the instructions included with the letter of transmittal. If the Merger Agreement is terminated without the completion of the Mergers, if applicable, your certificates will be returned to you. On the closing date of the Mergers, FIS will cause the exchange agent to pay to each SunGard stockholder who has surrendered its SunGard or SCCII stock certificates, if applicable, and delivered a properly completed and duly executed letter of transmittal by the second business day prior to the closing date, the merger consideration to which such stockholder is entitled under the Merger Agreement. Following the closing date of the Mergers, the exchange agent will pay to each SunGard stockholder who has surrendered its SunGard or SCCII stock certificates, if applicable, and delivered a properly completed and duly executed letter of transmittal after the second business day prior to the closing date, the applicable merger consideration within five business days from receipt by the exchange agent of such certificates, if applicable, and properly completed and duly executed letter of transmittal. Do not submit a letter of transmittal and your stock certificates if you want to exercise rights of appraisal, as doing so may eliminate those rights.

Q: What are the material United States federal income tax consequences of the Mergers to SunGard common stockholders and SCCII preferred stockholders?

A: It is expected that Merger 2 together with the Follow-On Merger 2, and it is possible that Merger 1 together with the Follow-On Merger 1, will constitute a tax-free reorganization for United States federal income tax purposes under Section 368(a) of the Internal Revenue Code of 1986, as amended (the Code). However, there can be no assurance that this will be the case. For example, if the Parent Measurement Price (as defined below), is less than \$62.63, then it is likely that Merger 1 together with the Follow-On Merger 1 will not constitute a tax-free reorganization for United States federal income tax purposes under the Code.

Assuming that the Mergers qualify as reorganizations as described above;

- (i) SunGard common stockholders who exchange their shares of SunGard common stock for shares of FIS common stock and cash must generally recognize gain (but not loss) on the exchange in an amount equal to the lesser of (1) the amount of gain realized (i.e., the excess of the sum of the fair market value of the shares (including any fractional shares) of FIS common stock and cash received pursuant to Merger 1 (excluding any cash received in lieu of fractional shares) over the shareholder's adjusted tax basis in its shares of SunGard common stock surrendered pursuant to Merger 1), or (2) the amount of cash (excluding any cash received in lieu of fractional shares) received pursuant to Merger 1, and

- (ii) SCCII preferred stockholders who exchange their shares of SCCII preferred stock for shares of FIS common stock and cash must generally recognize gain (but not loss) on the exchange in an amount equal to the lesser of (1) the amount of gain realized (i.e., the excess of the sum of the fair market value

Table of Contents

of the shares (including any fractional shares) of FIS common stock and cash received pursuant to Merger 2 (excluding any cash received in lieu of fractional shares) over the shareholder's adjusted tax basis in its shares of SCCII preferred stock surrendered pursuant to Merger 2), or (2) the amount of cash (excluding any cash received in lieu of fractional shares) received pursuant to Merger 2.

You should read the section titled "The Mergers - Material United States Federal Income Tax Consequences of the Transaction" beginning on page 72 of this consent solicitation statement/prospectus for a more complete discussion of the material United States federal income tax consequences of the Mergers. Tax matters can be complicated and the tax consequences of the Mergers to you will depend on your particular tax situation. FIS and SunGard urge you to consult your tax advisor to determine the tax consequences of the Mergers to you.

Q: When are the Mergers expected to be completed?

A: FIS and SunGard expect to complete the Mergers during the fourth quarter of 2015, subject to the receipt of regulatory approvals and the satisfaction or waiver of the other conditions to the Mergers contained in the Merger Agreement. However, it is possible that factors outside the control of FIS and SunGard could require FIS and SunGard to complete the Mergers at a later time or not complete them at all.

Q: Who can help answer my questions?

A: If you have any questions about the Mergers or how to return your written consent or letter of transmittal, or if you need additional copies of this consent solicitation statement/prospectus or a replacement written consent or letter of transmittal, you should contact equity@sungard.com.

Table of Contents

SUMMARY

*This summary highlights selected material information contained in this consent solicitation statement/prospectus. This summary may not contain all of the information that may be important to you. For a more complete description of the Merger Agreement, the Mergers and the other transactions contemplated by the Merger Agreement, FIS and SunGard encourage you to carefully read this entire consent solicitation statement/prospectus, including the attached annexes. In addition, FIS and SunGard encourage you to read the information incorporated by reference into this consent solicitation statement/prospectus, which includes important business and financial information about FIS that has been filed with the SEC. You may obtain the information incorporated by reference into this consent solicitation statement/prospectus without charge by following the instructions in the section titled *Where You Can Find Additional Information* beginning on page 181 of this consent solicitation statement/prospectus. FIS and SunGard have included page references parenthetically to direct you to a more complete description of the topics presented in this summary.*

The Companies

(see page 43)

Fidelity National Information Services, Inc.

FIS is a global leader in banking and payments technology as well as consulting and outsourcing solutions. With a long history deeply rooted in the financial services sector, FIS serves more than 14,000 institutions in over 130 countries. Headquartered in Jacksonville, Florida, FIS employs approximately 42,000 people worldwide and holds leadership positions in payment processing and banking solutions. Through its Capco brand, FIS delivers globally a wide range of information technology consulting, advisory and transformational services to financial institutions. Providing software, services and outsourcing of the technology that drives financial institutions, FIS is a member of the Fortune 500 and is a member of Standard & Poor's 500 Index. Fidelity National Information Services, Inc. is a Georgia corporation and its executive offices are located at 601 Riverside Avenue, Jacksonville, Florida 32204, and its telephone number at that location is (904) 438-6000.

FIS common stock trades on the New York Stock Exchange (the NYSE) in this consent solicitation statement/prospectus, under the symbol FIS.

Additional information about FIS and its subsidiaries is included in the documents incorporated by reference into this consent solicitation statement/prospectus. See the section titled *Where You Can Find Additional Information* beginning on page 181 of this consent solicitation statement/prospectus.

Seahawk Merger Sub 1, Inc.

Merger Sub 1, a wholly owned subsidiary of FIS, is a Delaware corporation that was formed on August 10, 2015 solely for the purpose of entering into the Merger Agreement and effecting the Mergers and the other transactions contemplated by the Merger Agreement. Merger Sub 1 has not engaged, and does not expect to engage, in any other business activities.

Seahawk Merger Sub, LLC

Merger Sub 2, a wholly owned subsidiary of FIS, is a Delaware limited liability company that was formed on August 10, 2015 solely for the purpose of entering into the Merger Agreement and effecting the Mergers and the other

transactions contemplated by the Merger Agreement. Merger Sub 2 has not engaged, and does not expect to engage, in any other business activities.

Table of Contents

Seahawk Merger Sub 3, Inc.

Merger Sub 3, a wholly owned subsidiary of FIS, is a Delaware corporation that was formed on August 10, 2015 solely for the purpose of entering into the Merger Agreement and effecting the Mergers and the other transactions contemplated by the Merger Agreement. Merger Sub 3 has not engaged, and does not expect to engage, in any other business activities.

SunGard

SunGard is a leading provider of mission-critical software to financial institutions globally. Its solutions automate a wide range of complex business processes across the financial services industry, including those associated with trading, securities operations, administering investment portfolios, accounting for investment assets, and managing risk and compliance requirements. It is differentiated by the breadth of its offerings, leading edge technology, operating scale, deep domain expertise, and global reach. In 2014, SunGard generated \$2.8 billion in revenue, 70% of which was recurring. As of December 31, 2014, SunGard employed approximately 13,000 people. SunGard is a Delaware corporation and its executive offices are located at 680 East Swedesford Road, Wayne, Pennsylvania 19087, and its telephone number at that location is (484) 582-5400.

SunGard serves a large, global customer base across multiple vertically focused groups in the financial services industry. SunGard has approximately 14,000 customers in more than 100 countries.

Neither SunGard common stock nor SCCII preferred stock is listed on an exchange or quoted on any automated services, and there is no established trading market for shares of SunGard common stock or SCCII preferred stock.

Additional information about SunGard and its subsidiaries is included in the section titled "Information about SunGard" beginning on page 134 of this consent solicitation statement/prospectus.

The Mergers

(see page 45)

FIS and SunGard agreed to the acquisition of SunGard by FIS under the terms of the Merger Agreement described in this consent solicitation statement/prospectus. Pursuant to the Merger Agreement, (i) Merger Sub 1 will merge with and into SunGard, with SunGard continuing as the surviving corporation, (ii) the Merger 1 Surviving Corporation will merge with and into Merger Sub 2, with Merger Sub 2 continuing as the surviving company, (iii) Merger Sub 3 will merge with and into SCCII, with SCCII continuing as the surviving corporation, and (iv) the Merger 2 Surviving Corporation will merge with and into the Follow-On 1 Surviving Company, with the Follow-On 1 Surviving Company continuing as the surviving company and as a wholly owned subsidiary of FIS. FIS and SunGard have attached the Merger Agreement as Annex A to this consent solicitation statement/prospectus. FIS and SunGard encourage you to carefully read the Merger Agreement in its entirety.

Effects of the Merger; Merger Consideration

(see page 63)

At the effective time of the Mergers, each outstanding share of Class L Common Stock and SCCII preferred stock (together, "Consolidated Capital Stock") (other than any shares of capital stock of SunGard and SCCII as to which the holders of such shares have properly complied with the provisions of Section 262 of the DGCL as to appraisal rights,

which shares are referred to as dissenting shares in this consent solicitation statement/prospectus, and any shares of Consolidated Capital Stock owned by FIS, any Merger Sub or any subsidiary of FIS, or held in

Table of Contents

treasury of SunGard or SCCII or owned by SunGard, SCCII or any of SunGard's subsidiaries) will be cancelled and automatically converted into the right to receive consideration consisting of a combination of cash and shares of FIS common stock, which consideration is referred to as the merger consideration in this consent solicitation statement/prospectus.

Upon the terms and subject to the conditions set forth in the Merger Agreement, holders of outstanding shares of Consolidated Capital Stock and holders of Vested SunGard Awards will receive in the aggregate:

44,663,899 shares of FIS common stock, less the number of shares of FIS common stock underlying unvested SunGard RSUs that will become Converted RSUs (as defined below) at the closing of the Mergers, which is referred to as the aggregate stock consideration in this consent solicitation statement/prospectus; and

\$2,288,700,000 (subject to certain adjustments), which sum is referred to as the aggregate adjusted cash consideration in this consent solicitation statement/prospectus, and together with the aggregate stock consideration, the aggregate merger consideration.

The aggregate merger consideration will be allocated among holders of Consolidated Capital Stock and Vested SunGard Awards. Each outstanding share of Class A Common Stock (and all equity awards solely in respect of such stock) will be cancelled in the Mergers without consideration. In connection with the Mergers, FIS will also assume, repay or refinance all of SunGard's outstanding debt, totaling approximately \$4.6 billion as of June 30, 2015.

Following the completion of the transactions, FIS will have approximately 323 million shares of common stock outstanding with current FIS stockholders owning approximately 87% of the combined company.

FIS will not issue fractional shares of FIS common stock in the Mergers. As a result, SunGard and SCCII stockholders will receive cash for any fractional share of FIS common stock that they would otherwise be entitled to receive in the Mergers.

For a full description of the merger consideration, see the section titled "The Merger Agreement - Effects of the Mergers; Merger Consideration" beginning on page 78 of this consent solicitation statement/prospectus.

Treatment of SunGard Stock Options, SunGard Appreciation Units and SunGard RSUs

(see pages 64 and 81)

Immediately prior to the effective time of the Mergers, each stock option with respect to shares of SunGard and/or SCCII (SunGard stock options) that is unvested and each appreciation unit with respect to shares of SunGard and SCCII (SunGard appreciation units) that is unvested (other than any underwater stock option or appreciation unit) outstanding immediately prior to the effective time of the Mergers will fully vest. At the effective time of the Mergers, all vested SunGard stock options and SunGard appreciation units will be cancelled, and SunGard will deliver (or will cause the Surviving Company to deliver) in exchange for each cancelled SunGard stock option and SunGard appreciation unit (other than any underwater stock option or appreciation unit), a payment equal to the excess of the amount of merger consideration payable in respect of the Class L Common Stock and SCCII preferred stock underlying each such cancelled option and appreciation unit over the applicable exercise price or base price. The foregoing payments will be comprised of cash and FIS common stock in the same ratio as paid to holders of Class L

Common Stock and SCCII preferred stock. All SunGard stock options and SunGard appreciation units that are underwater stock options and appreciation units will be cancelled for no consideration at the effective time of the Mergers.

Table of Contents

At the effective time of the Mergers, all RSUs with respect to shares of SunGard and SCCII (SunGard RSUs) that are vested will be cancelled, and SunGard will deliver (or will cause the Surviving Company to deliver) in exchange for each cancelled vested SunGard RSU, a payment equal to the amount of merger consideration payable in respect of the Class L Common Stock and SCCII preferred stock underlying each such cancelled SunGard RSU, provided that if the closing date occurs in 2015, a limited number of unvested SunGard RSUs granted prior to 2014 for which the performance and vesting periods will be completed by December 31, 2015 will be fully vested immediately prior to the effective time of the Mergers, and at the effective time, will be treated as vested SunGard RSUs as described herein. The foregoing payments will be comprised of cash and FIS common stock in the same ratio as paid to holders of Class L Common Stock and SCCII preferred stock.

At the effective time of the Mergers, each unvested SunGard RSU outstanding immediately prior to the effective time of the Mergers will be converted into the number of RSUs of FIS common stock (Converted RSUs) obtained by dividing the value of the aggregate merger consideration that would have been otherwise payable in respect of the Class L Common Stock and SCCII preferred stock underlying each such SunGard RSU had such SunGard RSU been vested by the volume weighted average price per share of FIS common stock on the NYSE for the five consecutive trading days ended on the fifth trading day prior to the closing date (such volume weighted average price, the Parent Measurement Price).

For a full description of the treatment of SunGard stock-based awards, see the sections titled The Mergers Treatment of SunGard Equity-Based Awards in the Mergers beginning on page 64 of this consent solicitation statement/prospectus and The Merger Agreement Treatment of SunGard Equity-Based Awards in the Mergers beginning on page 81 of this consent solicitation statement/prospectus.

Ownership of FIS Following the Mergers

(see page 65)

FIS expects to issue 44,663,899 shares of FIS common stock in the Mergers for the outstanding shares of Class L Common Stock, SCCII preferred stock and Vested SunGard Awards, less the number of shares of FIS common stock underlying unvested RSUs of SunGard and SCCII that will be converted into RSUs of FIS at the closing of the Mergers and the number of shares of FIS common stock that would have otherwise been issuable in respect of fractional shares. SunGard and SCCII stockholders and holders of Vested SunGard Awards immediately prior to the Mergers are expected to own, in the aggregate, approximately 13% of the then outstanding shares of FIS common stock.

For a full description of the merger consideration, see the section titled The Merger Agreement Effects of the Mergers; Merger Consideration beginning on page 78 of this consent solicitation statement/prospectus.

Financing for the Mergers

(see page 99)

FIS intends to fund the cash portion of the merger consideration, the repayment or refinancing of debt currently in place at SunGard and other expenses of the Mergers, from cash resources, including cash on hand, its existing revolving credit facility, new term loan credit agreement and new unsecured notes. FIS currently expects to incur approximately \$180 million in aggregate fees and expenses in consummating the Mergers, including debt financing costs (including call premiums), financial advisory fees and expenses, legal fees and expenses, accountants fees and expenses, SEC registration fees, and printing and mailing expenses.

On September 1, 2015 FIS entered into a new \$1.5 billion term loan credit agreement among, *inter alios*, Merrill Lynch, Pierce Fenner & Smith Incorporated, Wells Fargo Securities, LLC, J.P. Morgan Securities LLC and The Bank of Tokyo-Mitsubishi UFJ, Ltd. as joint lead arrangers and joint bookrunners, Credit Agricole

Table of Contents

Corporate and Investment Bank and U.S. Bank National Association as joint lead arrangers, Bank of America, N.A. as administrative agent and FIS as borrower, referred to as the new term loan credit agreement in this consent solicitation statement/prospectus. FIS also intends to issue new unsecured notes, referred to as the new FIS notes in this consent solicitation statement/prospectus. FIS has also obtained a commitment for a \$1.1 billion bridge loan, the amount of which will be permanently reduced if new FIS notes are issued. The Merger Agreement does not contain any financing condition. For a more complete description of FIS debt financing for the Mergers, see the section titled Debt Financing beginning on page 99 of this consent solicitation statement/prospectus.

Risk Factors

(see page 28)

In evaluating the Merger Agreement and the Mergers, you should carefully read this consent solicitation statement/prospectus and especially consider the factors discussed in the section titled Risk Factors beginning on page 28 of this consent solicitation statement/prospectus.

Record Date; SunGard Stockholders Entitled to Consent

(see page 40)

The SunGard Board has set October 9, 2015 as the record date for determining the SunGard stockholders entitled to sign and deliver written consents with respect to adopting the Merger Agreement and approving the Mergers and the other transactions contemplated by the Merger Agreement, which is sometimes referred to in this consent solicitation statement/prospectus as the Merger Agreement proposal.

Only SunGard stockholders of record holding shares of common stock as of the close of business on the record date are entitled to sign and deliver written consents with respect to the Merger Agreement proposal. As of the close of business on the record date, there were 290,959,708 shares of SunGard common stock outstanding and entitled to sign and deliver written consents with respect to the Merger Agreement proposal, consisting of 261,863,739 shares of SunGard Class A Common Stock and 29,095,969 shares of SunGard Class L Common Stock. Each share of SunGard Class A Common Stock and SunGard Class L Common Stock is entitled to one vote and the shares of SunGard Class A Common Stock and SunGard Class L Common Stock shall vote together as a single class. You are urged to return a completed, dated and signed written consent by 11:59 p.m., New York City time, on _____, 2015.

Consents; Required Consents

(see page 40)

Written consents from the holders of at least a majority of the outstanding shares of SunGard common stock entitled to vote are required to adopt the Merger Agreement. In addition, pursuant to the Second Amended and Restated Principal Investor Agreement, dated March 31, 2014, by and among SunGard, SCCII, SunGard Holding Corp., SunGard HoldCo LLC, SunGard Data Systems Inc. (collectively, the SunGard Parties) and certain principal investors party thereto (the SunGard Investor Agreement), the completion of the Mergers requires the approval of the Sponsor Stockholders that hold a number of shares of SunGard common stock that is at least two-thirds of the aggregate number of shares of SunGard common stock then held by the Sponsor Stockholders (the Requisite Principal Investors) and pursuant to SunGard's Second Amended and Restated Certificate of Incorporation (the SunGard Certificate of Incorporation), the completion of the Mergers also requires the approval of the affirmative vote or written consent by (a) the Sponsor Stockholders who, in the aggregate, hold a majority of the shares of SunGard common stock then held

by all of the Sponsor Stockholders in the aggregate,

Table of Contents

and (b) if there are more than five groups of Sponsor Stockholders, the Sponsor Stockholders who, in the aggregate, hold a majority of the shares of SunGard common stock then held by the five (or more in the case of a tie) groups of Sponsor Stockholders holding the greatest number of shares of SunGard common stock (the Majority Principal Investors).

Following entry by the parties into the Merger Agreement, each of the Sponsor Stockholders entered into a Support and Standstill Agreement with FIS. Under the Support and Standstill Agreements, each of the Sponsor Stockholders agreed, promptly following its receipt of this consent solicitation statement/prospectus as declared effective by the SEC, to execute and deliver a written consent with respect to the outstanding shares of SunGard common stock held by such Sponsor Stockholder adopting the Merger Agreement and approving the Mergers. The shares of SunGard common stock that are owned by the Sponsor Stockholders and subject to such Support and Standstill Agreements represent approximately 85% of the outstanding shares of SunGard common stock. The delivery of the written consents by the Sponsor Stockholders with respect to the shares of SunGard common stock that are owned by the Sponsor Stockholders adopting the Merger Agreement will be sufficient to adopt the Merger Agreement and thereby approve the Mergers and the other transactions contemplated by the Merger Agreement and will constitute the approval required pursuant to the terms of the SunGard Investor Agreement and the SunGard Certificate of Incorporation.

Submission of Consents

(see page 41)

You may consent to the Merger Agreement proposal with respect to your shares of SunGard common stock by completing, dating and signing the written consent enclosed with this consent solicitation statement/prospectus and returning it to SunGard.

If you hold shares of SunGard common stock as of the close of business on the record date and you wish to give your written consent, you must fill out the enclosed written consent, date and sign it, and promptly return it to SunGard. Once you have completed, dated and signed the written consent, you may deliver it to SunGard by faxing it to SunGard, Attention: Secretary, at (646) 445-8171, by emailing a .pdf copy of your written consent to consent@sungard.com or by mailing your written consent to SunGard at 680 East Swedesford Road, Wayne, PA 19087, Attention: Secretary.

The SunGard Board has set 11:59 p.m., New York City time, on _____, 2015 as the target date for the receipt of written consents, which is the date on which SunGard expects to receive the written consents of the Sponsor Stockholders under the Support and Standstill Agreements. SunGard reserves the right to extend the final date for the receipt of written consents beyond _____, 2015. Any such extension may be made without notice to SunGard stockholders. Once a sufficient number of consents to adopt the Merger Agreement have been received, the consent solicitation will conclude. The delivery of the written consent by the Sponsor Stockholders with respect to the shares of SunGard common stock that are owned by the Sponsor Stockholders adopting the Merger Agreement will be sufficient to adopt the Merger Agreement and thereby approve the Mergers and the other transactions contemplated by the Merger Agreement.

Executing Consents; Revocation of Consents

(see page 41)

You may execute a written consent to either approve or disapprove of the Merger Agreement proposal. A written consent to approve the Merger Agreement proposal is equivalent to a vote for such proposal and a written consent to disapprove the Merger Agreement proposal is equivalent to a vote against such proposal.

If you do not return your written consent, it will have the same effect as a vote against the Merger Agreement proposal. If you are a record holder of shares of SunGard common stock and you return a signed

Table of Contents

written consent without indicating your decision on the Merger Agreement proposal, you will have consented to the proposal.

If you are a record holder of shares of SunGard common stock as of the close of business on the record date, you may change or revoke your written consent (subject to any contractual obligations you may otherwise have) at any time prior to 11:59 p.m., New York City time, on _____, 2015 (or, if earlier, before the consents of a sufficient number of shares to approve the Merger Agreement proposal have been delivered to the Secretary of SunGard). If you wish to change or revoke your consent before that time, you may do so by sending a new written consent with a later date or by delivering a notice of revocation, in either case, by faxing it to SunGard, Attention: Secretary, at (646) 445-8171, by emailing a .pdf copy to consent@sungard.com or by mailing it to SunGard at 680 East Swedesford Road, Wayne, PA 19087, Attention: Secretary. However, pursuant to the Support and Standstill Agreements, the written consent to be received by SunGard from the Sponsor Stockholders will be irrevocable prior to the earlier of the effective time of the Mergers or the termination of the Merger Agreement.

Solicitation of Consents; Expenses

(see page 42)

The expense of preparing, printing and mailing these consent solicitation materials is being borne by SunGard. Officers and employees of SunGard may solicit consents by telephone and personally, in addition to solicitation by mail. These persons will receive their regular salaries but no special compensation for soliciting consents.

Recommendation of the SunGard Board of Directors and Its Reasons for the Merger

(see page 53)

After consideration, the SunGard Board adopted resolutions, by unanimous written consent of the directors in lieu of a meeting, determining that the Merger Agreement, the Mergers contemplated by the Merger Agreement and the other transactions contemplated by the Merger Agreement were advisable, fair to, and in the best interests of SunGard and its stockholders, adopting and approving the Merger Agreement and the transactions contemplated thereby, including the Mergers and directing that the Merger Agreement be submitted to the holders of SunGard common stock for consideration. The SunGard Board recommends that SunGard stockholders consent to the adoption of the Merger Agreement and thereby approve the Mergers and the transactions contemplated by the Merger Agreement by executing and delivering the written consent furnished with this consent solicitation statement/prospectus.

For a description of various factors considered by the SunGard Board in reaching its decision to adopt the Merger Agreement and approve the Mergers and the other transactions contemplated by the Merger Agreement, see the section titled "The Mergers" Recommendation of the Board of Directors of SunGard and Its Reasons for the Mergers beginning on page 53 of this consent solicitation statement/prospectus.

Stock Ownership of SunGard Directors and Executive Officers

(see page 57)

As of the close of business on the record date, excluding shares of SunGard Class A Common Stock and Class L Common Stock and SCCII preferred stock held by the Sponsor Stockholders, the directors and executive officers of SunGard collectively owned and were entitled to vote (to the extent such shares are entitled to vote) (i) 915,861 shares of SunGard Class A Common Stock, which represent, in the aggregate, approximately 0.35% of SunGard Class A

Common Stock outstanding on that date, (ii) 101,762 shares of SunGard Class L Common

Table of Contents

Stock, which represent, in the aggregate, approximately 0.35% of SunGard Class L Common Stock outstanding on that date, and (iii) 26,823 shares of SCCII preferred stock, which represent, in the aggregate, approximately 0.35% of SCCII preferred stock outstanding on that date.

Interests of Executive Officers and Directors of SunGard in the Mergers

(see page 57)

In considering the recommendation of the SunGard Board that SunGard stockholders approve the Mergers, adopt the Merger Agreement and approve the transactions contemplated thereby, SunGard stockholders should be aware that the directors and executive officers of SunGard have interests in the Mergers that may be different from, or in addition to, the interests of SunGard stockholders generally. These interests relate to or arise from, among other things:

The employment agreements with the executive officers that provide severance compensation in connection with certain terminations of employment.

The treatment of stock options, appreciation units and restricted stock units held by the executive officers in connection with the Mergers and/or certain terminations of their employment.

The retention and transaction bonuses payable to certain executive officers contingent on the closing of the Mergers.

The right to continued indemnification and insurance coverage for directors and executive officers of SunGard following completion of the Mergers and other transactions contemplated by the Merger Agreement, pursuant to the terms of the Merger Agreement, as described in more detail on page 90 in Directors and Officers Insurance and Indemnification.

Goldman, Sachs & Co. (Goldman Sachs) is acting as one of the financial advisors to SunGard in connection with the Mergers. Pursuant to an engagement letter between SunGard and Goldman Sachs, SunGard has agreed to pay Goldman Sachs a transaction fee of \$23,000,000, all of which is payable upon consummation of the Mergers. One director on the SunGard Board is a Managing Director of Goldman Sachs.

Listing of FIS Common Stock

(see page 67)

It is a condition to the completion of the Mergers that the shares of FIS common stock issuable in the Mergers be authorized for listing on the NYSE upon official notice of issuance.

Appraisal Rights

(see page 68)

Under the DGCL, if a holder of capital stock of SunGard does not wish to accept the merger consideration and the Mergers are completed, such stockholder has the right (assuming all statutory conditions are met) to seek appraisal of his, her or its shares of capital stock of SunGard, and to receive payment in cash for the fair value of such shares of capital stock of SunGard as determined by the Delaware Court of Chancery. To exercise appraisal rights, a SunGard stockholder must, among other things, submit a written demand for appraisal to SunGard or to the Surviving Company, as applicable, within 20 days after the date of mailing of a separate notice that will be mailed to non-consenting SunGard stockholders following SunGard's receipt of the requisite written consents to adopt the Merger Agreement. The demand for appraisal must not be sent before the date of such separate notice. Under Delaware case law, a demand submitted before the date of the notice may not be effective to perfect appraisal rights. Only SunGard stockholders of record may submit a demand for appraisal. Therefore, if the shares of capital stock of SunGard held by a stockholder are not registered in his, her or its name, such

Table of Contents

stockholder will not be able to take these steps, but must have such steps taken by the record holder of such shares of capital stock. To preserve the right to demand appraisal of his, her or its shares of SunGard common stock, a SunGard stockholder must not submit a written consent adopting the Merger Agreement, or otherwise consent to or vote for the Merger Agreement proposal, or submit a written consent form that fails to indicate a decision, as such a consent form will be treated as a consent FOR the adoption of the Merger Agreement. However, so long as a SunGard stockholder does not return a consent form at all, it is not necessary for such stockholder to affirmatively vote against the Merger Agreement proposal or to affirmatively disapprove the Mergers. In addition, a SunGard stockholder, as applicable, must hold his, her or its shares of capital stock of SunGard continuously through the effective time of the Mergers and at the time of a demand for appraisal, meet other statutory conditions and take all other steps required to perfect his, her or its appraisal right, which are not all listed here. A copy of the relevant statute, Section 262 of the DGCL, is attached to this consent solicitation statement/prospectus as Annex J for information purposes only. This consent solicitation statement/prospectus is not intended to constitute the notice of appraisal rights under Section 262 of the DGCL.

Expected Timing of the Mergers

(see page 77)

FIS and SunGard currently expect to complete the Mergers during the fourth quarter of 2015, subject to the receipt of required regulatory approvals and the satisfaction or waiver of the other conditions to the Mergers contained in the Merger Agreement. However, it is possible that factors outside the control of FIS and SunGard could require FIS and SunGard to complete the Mergers at a later date or not complete it at all.

Regulatory Matters

(see page 66)

The completion of the Mergers is subject to a number of regulatory approvals, including the following rules and regulations:

United States Antitrust. Under the HSR Act (as defined below), certain transactions, including the Mergers, may not be completed until notifications have been filed with the Premerger Notification Office of the Federal Trade Commission (the "FTC") and with the Antitrust Division of the Department of Justice (the "Antitrust Division") and until all statutory waiting periods have expired or terminated. FIS and SunGard have filed the Notification and Report Forms with the Premerger Notification Office and the Antitrust Division on August 21, 2015. The FTC granted early termination of the waiting period on September 2, 2015.

European Union Competition Law. Both FIS and SunGard conduct business in certain Member States of the European Union. The EU Merger Regulation requires notification to and approval by the European Commission of specific mergers or acquisitions involving parties with worldwide sales and individual European Union sales exceeding specified thresholds before such mergers and acquisitions can be implemented. On September 22, 2015, FIS filed a Form CO with the European Commission. The European Commission has identified October 27, 2015, as the provisional date on which the initial waiting period will expire and by which date a decision by the European Commission on the Mergers is expected. That decision will either clear the Mergers, which may (or may not) be conditional upon satisfaction of the parties' undertakings (if any), or declare that the Mergers require a Stage Two investigation. If the Mergers are subjected to a Stage Two investigation, an additional waiting period will apply after which the European Commission will either clear the Mergers, which may (or may not) be conditional upon satisfaction of the parties' undertakings (if any), or declare the Mergers to be incompatible with the common market (if

the European Commission finds that the Mergers would significantly impede effective competition in the common market or in a substantial part of it), in which case the Mergers cannot be implemented unless the European Commission's decision can be successfully challenged before the European courts in a timely manner.

Table of Contents

South African Competition Law. Both FIS and SunGard conduct business in South Africa. The Competition Act 89 of 1998, as amended, requires the prior notification to the Competition Commission of mergers classified as intermediate or large on the basis of specified thresholds of combined annual turnover or assets. On August 31, 2015, the parties submitted a notification to the Competition Commission of the Mergers as an intermediate transaction. The Competition Commission approved the Mergers without conditions on September 15, 2015.

United Kingdom Financial Conduct Authority. Notification of the Mergers was filed on August 21, 2015 with the United Kingdom Financial Conduct Authority (FCA) pursuant to section 178 of the United Kingdom Financial Services and Markets Act 2000 because a SunGard subsidiary is authorized and regulated by the FCA. Approval of the FCA for a change of controller pursuant to such a notification is required prior to completion of the Mergers. The FCA granted approval on September 10, 2015, effective for a three month period which may be extended on request.

Financial Industry Regulatory Authority. A SunGard subsidiary is a U.S. registered broker-dealer. Accordingly, a continuing member application for a change in indirect ownership was filed on August 14, 2015 in connection with the Mergers pursuant to Rule 1017 of the National Association of Securities Dealers (NASD) Rules, which are administered by NASD 's successor, the Financial Industry Regulatory Authority, Inc. (FINRA). This Rule provides that a FINRA member entity must file an application for approval of a change in the equity ownership of the member that results in one person or entity directly or indirectly owning or controlling 25% or more of the equity capital of such member. FINRA approved the continuing membership application on September 2, 2015.

Other Laws. In addition to the regulatory approvals described above, notifications of the Mergers may be filed with other governmental agencies for their review and approval under foreign regulatory laws, such as foreign merger control laws. It is possible that any of the governmental entities with which filings may be made may seek various forms of relief with respect to the Mergers. However, such other regulatory approvals are not conditions to completion of the Mergers.

The foregoing is a summary of the material regulatory requirements for the Mergers, satisfaction or waiver of certain of which requirements is a condition to the completion of the Mergers. There can be no guarantee as to if and when any of the consents or approvals required for the Mergers will be obtained or as to the conditions that such consents and approvals may contain. For further information, see the section titled Risk Factors beginning on page 28 of this consent solicitation statement/prospectus.

Accounting Treatment

(see page 67)

FIS and SunGard prepare their financial statements in accordance with accounting principles generally accepted in the United States (GAAP). The Mergers will be accounted for in accordance with FASB ASC Topic 805, Business Combinations, with FIS considered as the accounting acquirer and SunGard as the accounting acquiree. Accordingly, consideration to be given by FIS to complete the Mergers with SunGard will be allocated to assets and liabilities of SunGard based on their estimated fair values as of the date of the completion of the merger, with any excess merger consideration being recorded as goodwill.

Table of Contents

Exclusivity

(see page 87)

The Merger Agreement contains provisions that, among other things, prohibit SunGard and its affiliates (and require SunGard to prohibit its subsidiaries and its and their representatives) from, directly or indirectly, soliciting, initiating, knowingly encouraging or assisting, or responding to the submission of any proposal or offer from any third party relating to, with respect to SunGard or any of its subsidiaries, a Competing Transaction (as defined in the section titled "The Merger Agreement – Exclusivity" beginning on page 87 of this consent solicitation statement/prospectus), including any liquidation, dissolution or recapitalization, merger or consolidation, acquisition or purchase of all or a significant portion of the assets or equity interests of SunGard or any of its subsidiaries or any similar business combination. The Merger Agreement does not, however, prohibit the SunGard Board from responding to the submission of any proposal or offer from any third party relating to a competing transaction to the extent failure to respond to such submission would be inconsistent with the SunGard Board's fiduciary duties.

Efforts to Complete the Mergers

(see page 88)

Subject to the terms of the Merger Agreement, FIS and SunGard have agreed to use their reasonable best efforts to take or cause to be taken all actions, and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective the transactions contemplated by the Merger Agreement, including using their reasonable best efforts to obtain any consents, licenses, permits, waivers, approvals, authorizations and orders of all governmental authorities and third parties that are required for the completion of the transactions contemplated by the Merger Agreement.

FIS and each of Merger Sub 1, Merger Sub 2 and Merger Sub 3 (collectively, the "Merger Subs"), are required to, and will cause the FIS subsidiaries to, use reasonable best efforts to obtain approval of the completion of the transactions contemplated by the Merger Agreement by any governmental authority so as to enable the parties to close the transactions contemplated by the Merger Agreement prior to the Termination Date (as defined below); provided that with respect to antitrust laws, FCA and FINRA approvals, such reasonable best efforts include, among other things, the sale, divestiture, or other disposition of any and all share capital, assets or businesses of FIS, each of the Merger Subs, the subsidiaries of FIS, SunGard or the SunGard subsidiaries; provided that FIS will not be required to (and SunGard will not be permitted to without FIS consent) take any such action as would reasonably be expected to have a material adverse effect on FIS or SunGard, as applicable (assuming, with respect to FIS, that FIS and its subsidiaries were the same size in the aggregate as SunGard and its subsidiaries), nor will FIS or SunGard be obligated to make any divestiture not conditioned on the completion of the transactions. These requirements are described more fully in the section entitled "The Merger Agreement – Efforts to Complete the Mergers" beginning on page 88 of this consent solicitation statement/prospectus.

Conditions to Completion of the Mergers

(see page 92)

The obligations of each of FIS and SunGard to complete the Mergers are subject to the satisfaction (or waiver) of certain customary closing conditions, including, among others, the following conditions:

the requisite approval of the Mergers by the stockholders of SunGard having been obtained;

the absence of any law or order that is in effect and restrains, enjoins or otherwise prohibits the Mergers;

Table of Contents

the receipt of specified regulatory approvals or the expiration or termination of applicable waiting periods, including under the applicable antitrust laws of certain jurisdictions;

the absence of a material adverse effect on FIS or SunGard;

the effectiveness of the registration statement on Form S-4 of which this consent solicitation statement/prospectus forms a part;

approval of the shares of common stock of FIS to be issued in the Mergers for listing on the NYSE;

FIS legal counsel not having been informed in writing that the representations contained in certain tax representation letters delivered by SunGard and each of the Sponsor Stockholders are or have become untrue or incorrect in any respect;

the accuracy of the other party's representations and warranties, subject to certain standards, including materiality and material adverse effect qualifications; and

the other party having performed or complied with, in all material respects, its obligations under the Merger Agreement required to be performed or complied with prior to the closing of the Mergers.

Neither FIS nor SunGard can give any assurance that all of the conditions to the Mergers will be either satisfied or waived or when or if the Mergers will occur.

Termination of the Merger Agreement

(see page 94)

The Merger Agreement may be terminated at any time prior to the effective time by the mutual consent of FIS and SunGard. The Merger Agreement may also be terminated by either FIS or SunGard, subject to the limitations set forth in the Merger Agreement, if (i) the Merger is not consummated by June 30, 2016 (the Termination Date) or (ii) any governmental authority of competent jurisdiction has taken any action prohibiting the completion of any of the Mergers substantially on the terms contemplated by the Merger Agreement. In addition, in certain circumstances, FIS may terminate the Merger Agreement if (i) SunGard stockholder approval is not obtained by the 25th business day following the effectiveness of the registration statement on Form S-4 of which this consent solicitation statement/prospectus forms a part or (ii) SunGard materially breaches any of its representations, warranties or covenants in the Merger Agreement (and does not cure such breach within 20 business days after written notice or, if earlier, by the third business day prior to the Termination Date) such that the closing conditions relating thereto cannot be satisfied. FIS also would have been entitled to terminate the Merger Agreement if the requisite percentage of Sponsor Stockholders did not enter into the Support and Standstill Agreements within 24 hours of the signing of the Merger Agreement; however, this condition was timely satisfied.

SunGard may terminate the Merger Agreement if (i) FIS or the Merger Subs fail to complete the transactions contemplated by the Merger Agreement when required pursuant to the terms of the Merger Agreement or (ii) FIS or

any Merger Sub breaches any of its respective representations, warranties or covenants in the Merger Agreement (and does not cure such breach within 20 business days after written notice or, if earlier, by the third business day prior to the Termination Date) such that the closing conditions relating thereto cannot be satisfied.

Specific Performance

(see page 95)

The parties are entitled to an injunction or injunctions to prevent or remedy breaches or threatened breaches of the Merger Agreement and to specifically enforce its terms and provisions. Such remedy is in addition to any other remedy to which the parties are entitled at law or equity.

Table of Contents

Support and Standstill Agreements

(see page 97)

Following the entry by the parties into the Merger Agreement, FIS entered into Support and Standstill Agreements, each dated as of August 12, 2015, with the Sponsor Stockholders with respect to all shares of (a) Class A Common Stock, (b) Class L Common Stock, and (c) SCCII preferred stock, in each case, that each Sponsor Stockholder beneficially owned as of the date thereof, or thereafter acquired. The shares of Class A Common Stock, Class L Common Stock and SCCII preferred stock owned by the Sponsor Stockholders constituted approximately 85% of the outstanding shares of each of the Class A Common Stock, Class L Common Stock and SCCII preferred stock as of the date of the Merger Agreement. The Support and Standstill Agreements contain provisions requiring each Sponsor Stockholder to (i) deliver a written consent adopting the Merger Agreement and approving the Mergers following the delivery of an effective registration statement on Form S-4 filed by FIS with respect to the shares of FIS common stock to be offered in the Mergers, and (ii) vote in favor of adopting the Merger Agreement and approving the Mergers at any meeting of SunGard stockholders and against, among other things, another acquisition proposal or merger. Therefore, under the Support and Standstill Agreements, SunGard expects to receive a number of consents sufficient to satisfy the Required Stockholder Approval for the Merger Agreement.

The Support and Standstill Agreements also restrict, subject to limited exceptions, transfer of more than 25% of the shares of FIS common stock received by the Sponsor Stockholders in the Mergers during the first 90 days following the closing date of the Mergers and transfer of more than 50% of such shares during the first 180 days following such date. The Support and Standstill Agreements each contain a customary standstill provision.

The Support and Standstill Agreements will generally remain in full force and effect until fully performed by the parties thereto, with limited exceptions, including termination upon the termination of the Merger Agreement in accordance with the terms therein. For more information regarding the Support and Standstill Agreements, see the section titled *Material Contracts Between the Parties – The Support and Standstill Agreements* beginning on page 97 of this consent solicitation statement/prospectus. A copy of each Support and Standstill Agreement entered into by the Sponsor Stockholders is attached to this consent solicitation statement/prospectus as Annexes B H.

Registration Rights Agreement

(see page 98)

In connection with the entry into the Merger Agreement, FIS entered into a registration rights agreement with the Sponsor Stockholders, dated as of the date of the Merger Agreement. Each Sponsor Stockholder is entitled to certain demand registration rights, piggyback registration rights and shelf registration rights following the closing of the Mergers, in each case, subject to certain limitations. For more information regarding the Registration Rights Agreement, see the section titled *Material Contracts Between the Parties – The Registration Rights Agreement* beginning on page 98 of this consent solicitation statement/prospectus. The Registration Rights Agreement is also attached to this consent solicitation statement/prospectus as Annex I.

Material United States Federal Income Tax Consequences of the Transaction

(see page 72)

It is expected that Merger 2 together with the Follow-On Merger 2 will qualify for United States federal income tax purposes as a reorganization within the meaning of Section 368(a) of the Code, and it is possible that Merger 1

together with the Follow-On Merger 1 will also separately so qualify. However, there can be no assurance that this will be the case. For example, if the Parent Measurement Price is less than \$62.63, then it is

Table of Contents

likely that Merger 1 together with the Follow-On Merger 1 will not constitute a tax-free reorganization for United States federal income tax purposes under the Code. If the Mergers so qualify as reorganizations, then, in general, for United States federal income tax purposes, (A) no gain or loss will be recognized by SunGard, SCCII, the Surviving Company or FIS as a result of the Mergers, (B) each holder of SunGard common stock who receives a combination of FIS common stock and cash in Merger 1 will generally recognize gain (but not loss) on the exchange in an amount equal to the lesser of (1) the amount of gain realized (i.e., the excess of the sum of the fair market value of the shares of FIS common stock (including any fractional shares) and cash received pursuant to Merger 1 (excluding any cash received in lieu of fractional shares) over the shareholder's adjusted tax basis in its shares of SunGard common stock surrendered pursuant to Merger 1), or (2) the amount of cash (excluding any cash received in lieu of fractional shares) received pursuant to Merger 1 and (C) each holder of SCCII preferred stock who receives a combination of FIS common stock and cash in Merger 2 will generally recognize gain (but not loss) on the exchange in an amount equal to the lesser of (1) the amount of gain realized (i.e., the excess of the sum of the fair market value of the shares of FIS common stock (including any fractional shares) and cash received pursuant to Merger 2 (excluding any cash received in lieu of fractional shares) over the shareholder's adjusted tax basis in its shares of SCCII preferred stock surrendered pursuant to Merger 2), or (2) the amount of cash (excluding any cash received in lieu of fractional shares) received pursuant to Merger 2. In certain circumstances all or part of the cash received by a shareholder could be treated as dividend income if the shareholder (combined with certain related persons) is a significant shareholder of FIS after the Mergers.

You should read the section titled "The Mergers – Material United States Federal Income Tax Consequences of the Transaction" beginning on page 72 of this consent solicitation statement/prospectus for a more complete discussion of the material United States federal income tax consequences of the Mergers. **Tax matters can be complicated, and the tax consequences of the Mergers to you will depend on your particular tax situation. SunGard and FIS urge you to consult your tax advisor to determine the tax consequences of the Mergers to you.**

Comparison of Stockholder Rights

(see page 118)

The rights of holders of SunGard common stock are currently governed by (i) Delaware law, (ii) SunGard's Second Amended and Restated Certificate of Incorporation, as amended (SunGard Certificate of Incorporation), and its Amended and Restated Bylaws and (iii) the (A) Second Amended and Restated Stockholders Agreement, dated March 31, 2014, by and among the SunGard Parties and the stockholders party thereto (the SunGard Stockholders Agreement), (B) Second Amended and Restated Participation, Registration Rights and Coordination Agreement (the SunGard Participation Agreement), dated March 31, 2014, by and among the SunGard Parties and the stockholders party thereto, and (C) Second Amended and Restated Principal Investor Agreement, dated March 31, 2014, by and among the SunGard Parties and certain principal investors party thereto (the SunGard Investor Agreement). Upon completion of the Mergers, the SunGard stockholders will become FIS stockholders, and their rights will be governed by (i) Georgia law, (ii) the Amended and Restated Articles of Incorporation of FIS, as amended (the FIS Articles of Incorporation) and the Third Amended and Restated Bylaws of FIS, and (iii) for certain SunGard stockholders, the Registration Rights Agreement and the Support and Standstill Agreements. As a result, SunGard stockholders will have different rights once they become FIS stockholders due to the differences between the governing documents of SunGard and FIS. These differences are described in detail in the section titled "Comparison of Stockholder Rights" beginning on page 118 of this consent solicitation statement/prospectus.

Table of Contents**SELECTED HISTORICAL CONSOLIDATED FINANCIAL DATA OF FIS**

The following table sets forth selected historical consolidated financial data of FIS. The summary historical consolidated financial data of FIS as of December 31, 2014 and 2013 and for each of the years ended December 31, 2014, 2013 and 2012 have been derived from FIS' audited consolidated financial statements included in its Annual Report on Form 10-K for the fiscal year ended December 31, 2014, which is incorporated by reference into this consent solicitation statement/prospectus, except for the following sections, which were updated by the Current Report on Form 8-K dated May 8, 2015, also incorporated herein by reference: Part I, Item 1. Business; Part II, Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations; and Part II, Item 8.

Financial Statements and Supplementary Data. FIS has derived the summary historical consolidated financial data as of December 31, 2012, 2011 and 2010 and for each of the years ended December 31, 2011 and 2010 from FIS' audited historical financial statements, which are not incorporated by reference into this consent solicitation statement/prospectus.

The selected historical consolidated financial data of FIS as of June 30, 2015 and for the six-month periods ended June 30, 2015 and 2014 have been derived from FIS' historical unaudited interim consolidated financial statements contained in its Quarterly Report on Form 10-Q for the quarter ended June 30, 2015, which is incorporated by reference into this consent solicitation statement/prospectus. The selected historical consolidated financial data of FIS as of June 30, 2014 has been derived from FIS' historical unaudited interim consolidated financial statements contained in its Quarterly Report on Form 10-Q for the quarter ended June 30, 2014, which is not incorporated by reference into this consent solicitation statement/prospectus. These financial statements are unaudited, but, in the opinion of FIS' management, contain all adjustments (consisting of normal recurring accruals) considered necessary for a fair presentation of FIS' financial condition, results of operations and cash flows for the periods presented.

Results of interim periods are not necessarily indicative of the results expected for a full year or for future periods. This information is only a summary and should be read in conjunction with FIS' management's discussion and analysis of results of operations and financial condition and FIS' consolidated financial statements and notes thereto incorporated by reference into this consent solicitation statement/prospectus. For additional information, see the section titled Where You Can Find Additional Information beginning on page 181 of this consent solicitation statement/prospectus.

	Six months ended		2014	Year Ended December 31,			
	2015	June 30, 2014		2013	2012	2011	2010
<i>(in millions, except per share data)</i>	<i>(unaudited)</i>						
Statement of Earnings Data:							
Processing and services revenues	\$ 3,141.6	\$ 3,119.4	\$ 6,413.8	\$ 6,063.4	\$ 5,795.8	\$ 5,616.5	\$ 5,138.9
Gross profit	1,002.3	982.5	2,081.1	1,970.7	1,839.6	1,692.0	1,579.3
Operating income	502.1	595.8	1,270.6	1,062.9	1,076.3	1,046.1	782.8
Net earnings attributable to FIS common stockholders	\$ 351.1	\$ 333.3	\$ 679.1	\$ 493.1	\$ 461.2	\$ 469.6	\$ 404.5
Net earnings per share basic	\$ 1.25	\$ 1.16	\$ 2.38	\$ 1.70	\$ 1.58	\$ 1.56	\$ 1.17
Weighted average shares basic	282.0	286.7	284.8	289.7	291.8	300.6	345.1

Edgar Filing: Fidelity National Information Services, Inc. - Form S-4/A

Net earnings per share	diluted	\$	1.23	\$	1.15	\$	2.35	\$	1.68	\$	1.55	\$	1.53	\$	1.15
Weighted average shares	diluted		285.6		290.5		288.7		294.2		297.5		307.0		352.0

Table of Contents

<i>(in millions, except per share data)</i>	As of June 30,		As of December 31,				
	2015	2014	2014	2013	2012	2011	2010
Balance Sheet							
Data:							
	<i>(unaudited)</i>						
Cash and cash equivalents	\$ 446.4	\$ 793.7	\$ 492.8	\$ 547.5	\$ 517.6	\$ 415.5	\$ 338.0
Total assets	14,303.5	14,440.8	14,520.5	13,960.1	13,549.7	13,873.2	14,176.3
Total long-term debt	5,043.3	4,923.5	5,067.7	4,468.6	4,385.5	4,809.8	5,192.1
Cash dividends declared per share	\$ 0.52	\$ 0.48	\$ 0.96	\$ 0.88	\$ 0.80	\$ 0.20	\$ 0.20

The purchase price for FIS 2010 acquisition of Capco included future contingent consideration in addition to cash paid at closing. The liability for the earn-out provisions and for an employee incentive plan established in conjunction with the acquisition were increased in 2013 by a total of \$129.1 million as a result of amendments based on management's outlook and increased projections of Capco's future results. The liability had previously been reduced by \$22.3 million in 2011.

FIS has sold a number of businesses and has classified the results of operations of those businesses as discontinued for all periods presented. The most significant divestiture during this five year period was the healthcare benefit solutions business in 2012.

Table of Contents**SELECTED HISTORICAL CONSOLIDATED FINANCIAL DATA OF SUNGARD**

The table below presents SunGard's summary historical consolidated financial data as of the dates and for the periods indicated. SunGard has derived the summary historical consolidated financial data as of December 31, 2014 and 2013 and for each of the years ended December 31, 2014, 2013 and 2012 from SunGard's audited consolidated financial statements included elsewhere in this consent solicitation statement/prospectus. SunGard has derived the summary historical consolidated financial data as of December 31, 2012, 2011 and 2010 and for each of the years ended December 31, 2011 and 2010 from SunGard's audited historical financial statements, which are not included in this consent solicitation statement/prospectus. SunGard has derived the summary historical consolidated financial data as of June 30, 2015 and for each of the six months ended June 30, 2015 and June 30, 2014 from SunGard's unaudited consolidated financial statements included elsewhere in this consent solicitation statement/prospectus, which have been prepared on the same basis as SunGard's audited consolidated financial statements, and SunGard has derived the summary historical consolidated financial data as of June 30, 2014 from SunGard's unaudited consolidated financial statements, which are not included in this consent solicitation statement/prospectus.

SunGard's historical results are not necessarily indicative of future operating results. The following table should be read in conjunction with Management's Discussion and Analysis of Financial Condition and Results of Operations and SunGard's consolidated financial statements and the related notes thereto included elsewhere in this consent solicitation statement/prospectus.

	Six months ended June 30,		Year Ended December 31,				
	2015	2014	2014	2013	2012	2011	2010
<i>(in millions)</i>							
Income Statement Data ⁽¹⁾							
Revenue	\$ 1,358	\$ 1,326	\$ 2,809	\$ 2,761	\$ 2,808	\$ 2,921	\$ 2,909
Operating income (loss)	223	(212)	86	404	348	242	59
Income (loss) from continuing operations	59	(320)	(208)	45	(43)	(78)	(463)
Income (loss) from discontinued operations	2	(17)	(14)	17	(23)	(73)	(107)
Net income (loss)	61	(337)	(222)	62	(66)	(151)	(570)
Cash Flow Data							
Cash flow from continuing operations	\$ 182	\$ 86	\$ 332	\$ 421	\$ 287	\$ 164	N/A ⁽²⁾
Cash flow from discontinued operations		34	33	324	(43)	514	N/A ⁽²⁾
Cash flow from operations	182	120	365	745	244	678	721
Balance Sheet Data							
Total assets	\$ 6,405	\$ 6,378	\$ 6,511	\$ 9,778	\$ 10,018	\$ 12,550	\$ 12,968
Total short-term and long-term debt	4,672	4,671	4,669	6,384	6,658	7,823	8,050

(1) Included in the 2010 loss from continuing operations is a goodwill impairment charge of \$205 million and a loss on the extinguishment of debt of \$58 million, including tender and call premiums of \$39 million, associated with the early retirement of \$1.6 billion senior notes due 2013 and euro denominated term loans. Included in the 2010 loss from discontinued operations is a goodwill impairment charge of \$123 million and a loss on disposal of discontinued operations of \$94 million.

Included in the 2011 loss from continuing operations is a goodwill impairment charge of \$12 million related to prior-year period, which has been corrected in 2011, and an income tax benefit of \$48 million reflecting amortization of the deferred tax liability, which benefit would have been reflected in prior years in the

Table of Contents

statement of comprehensive income. Included in the 2011 loss from discontinued operations is \$135 million of deferred tax expense related to the book-over-tax basis difference of a Higher Education (HE) subsidiary that was classified as held for sale at December 31, 2011, and a goodwill impairment charge of \$39 million.

Included in the 2012 loss from continuing operations is a loss on extinguishment of debt of \$82 million, including tender and call premiums of \$48 million, due primarily to the early extinguishments of the senior notes due 2015 and the senior subordinated notes due 2015, and the repayment of term loans in January and December 2012. Included in the 2012 loss from discontinued operations are gains on the sale of discontinued operations of \$571 million primarily related to the sale of HE and a goodwill impairment charge of \$385 million. The Availability Services (AS) business, which was split-off on March 31, 2014, and two small businesses within the FS segment, which were sold on January 31, 2014, are included in discontinued operations.

Included in the 2014 loss from continuing operations is a trade name impairment charge of \$339 million as a result of the split-off of AS and how the trade name is being used following the split-off, and a \$61 million loss on extinguishment of debt which includes (i) a \$36 million loss associated with the exchange of approximately \$425 million of senior notes issued by SunGard Availability Services Capital, Inc. for approximately \$389 million of 7.375% senior notes due 2018 issued by SunGard Data Systems Inc. and (ii) the write-off of \$25 million of deferred financing fees resulting from the repayment or retirement of debt during the first quarter of 2014.

See Notes 1, 3 and 5 of SunGard's Notes to Consolidated Financial Statements included elsewhere in this consent solicitation statement/prospectus.

- (2) The split of cash flow from continuing operations and cash flow from discontinued operations is not available for 2010 due to reclassifications of businesses into discontinued operations.

Table of Contents**SELECTED UNAUDITED PRO FORMA FINANCIAL DATA**

The following table presents summary unaudited pro forma condensed combined financial information about the financial condition and results of operations of FIS after giving effect to the Mergers. The summary unaudited pro forma condensed combined statement of earnings data for the six months ended June 30, 2015 and the year ended December 31, 2014 give effect to the Mergers as if the Mergers had taken place on January 1, 2014. The summary unaudited pro forma condensed combined balance sheet data gives effect to the Mergers as if they had taken place on June 30, 2015. Certain line items of the balance sheet and income statements were combined or reclassified in order to make the information comparable.

The summary unaudited pro forma condensed combined financial information is derived from, and should be read in conjunction with, the consolidated financial statements and related notes of FIS incorporated by reference into this consent solicitation statement/prospectus, and the consolidated financial statements and related notes of SunGard included elsewhere in this consent solicitation statement/prospectus, together with the more detailed unaudited pro forma condensed combined financial information provided in the section titled "Unaudited Pro Forma Condensed Combined Financial Information" beginning on page 103 of this consent solicitation statement/prospectus. The summary unaudited pro forma condensed combined financial information set forth below has been presented for informational purposes only and is not necessarily indicative of what the combined financial condition or results of operations actually would have been had the Mergers been completed as of the dates indicated. In addition, the summary unaudited pro forma condensed combined financial information presented below does not purport to project the combined financial condition or operating results for any future period.

Consolidated Statements of Earnings

<i>(in millions)</i>	Six Months Ended June 30, 2015	Year Ended December 31, 2014
Processing and services revenues	\$ 4,499.6	\$ 8,957.8
Operating income	\$ 559.4	\$ 811.0
Net earnings (loss) from continuing operations attributable to FIS/SunGard common stockholders	\$ 230.8	\$ (59.0)

Balance Sheet Data

<i>(in millions)</i>	As of June 30, 2015
Cash and cash equivalents	\$ 944.7
Total assets	\$ 26,347.3
Total short and long-term debt, including current portion of long-term debt	\$ 12,126.3

Table of Contents**COMPARATIVE HISTORICAL AND UNAUDITED PRO FORMA PER SHARE DATA**

The following table sets forth for the periods presented certain historical per share data of FIS common stock and SunGard common stock on a historical basis and on unaudited pro forma and pro forma equivalent bases after giving effect to the Mergers under the acquisition method of accounting. The historical per share data of FIS and SunGard has been derived from, and should be read in conjunction with, the historical financial statements of FIS incorporated by reference into this consent solicitation statement/prospectus and the historical financial statements of SunGard and notes thereto included elsewhere in this consent solicitation statement/prospectus. The unaudited pro forma per share data has been based on, and should be read in conjunction with, the unaudited pro forma condensed combined financial information provided in the section titled Unaudited Pro Forma Condensed Combined Financial Information beginning on page 103 of this consent solicitation statement/prospectus. The unaudited pro forma and pro forma equivalent income and dividend per share data for the six months ended June 30, 2015 were prepared based on the unaudited condensed consolidated financial statements of FIS for the six-month period ended June 30, 2015 and the unaudited condensed consolidated financial statements of SunGard for the six-month period ended June 30, 2015. The unaudited pro forma and pro forma equivalent income and dividend per share data for the year ended December 31, 2014 were prepared based on the audited consolidated financial statements of FIS for the year ended December 31, 2014 and of SunGard for the year ended December 31, 2014. The pro forma and pro forma equivalent net book value per share reflect the Mergers as if they had been effective on June 30, 2015 and were prepared based on the unaudited condensed consolidated balance sheet of FIS as of June 30, 2015 and the unaudited consolidated balance sheet of SunGard as of June 30, 2015.

The unaudited pro forma equivalent data of SunGard was calculated by multiplying the corresponding unaudited pro forma consolidated data of FIS by the ratio 0.788532. The foregoing represents the ratio that the number of shares of FIS common stock assumed to be issued in the Mergers in respect of outstanding shares of Class L Common Stock bears to the number of outstanding shares of Class L Common Stock, assuming that (i) the closing of the Mergers occurs on December 1, 2015, (ii) the capitalization of SunGard and SCCII as of the closing remains the same as it was on July 31, 2015 (the date as of which SunGard made representations in the Merger Agreement), other than for the net after-tax exercise and/or settlement of any Vested SunGard Awards which are scheduled to expire and SunGard RSUs which are scheduled for distribution, in each case, following the date as of which such representation was made and prior to December 1, 2015, and (iii) the Parent Measurement Price as of the closing was \$70 per share. These computations exclude the benefit to SunGard stockholders from receiving the cash portion of the merger consideration. The actual exchange ratio may vary as described in this consent solicitation statement/prospectus. This data shows how each share of SunGard Class L Common Stock would have participated in net income and book value of FIS if the companies had always been consolidated for accounting and financial reporting purposes for all periods presented. These amounts, however, are not intended to reflect future per share levels of net income and book value of FIS.

	Six Months Ended	
	June 30,	Fiscal Year Ended
	2015	December 31, 2014
		(Unaudited)
FIS Historical		
Per common share data:		
Net earnings:		
Basic	\$ 1.26	\$ 2.42
Diluted	\$ 1.25	\$ 2.39

Edgar Filing: Fidelity National Information Services, Inc. - Form S-4/A

Dividends declared per share	\$ 0.52	\$	0.96
Book value per share (basic)	\$ 22.84	\$	23.02

Table of Contents

	Six Months Ended June 30, 2015	Fiscal Year Ended December 31, 2014 (Unaudited)
SunGard Historical		
Per common share data:		
Net earnings (loss):		
Basic: Class L Common Stock	\$ 19.34	\$ 35.03
Basic: Class A Common Stock	\$ (2.25)	\$ (5.37)
Diluted: Class L Common Stock	\$ 19.34	\$ 35.03
Diluted: Class A Common Stock	\$ (2.26)	\$ (5.37)
Dividends declared per share:		
Book value per Class L Common Stock share (basic), excluding Non Controlling Interest:	\$ (48.54)	\$ (46.74)

	Six Months Ended June 30, 2015	Fiscal Year Ended December 31, 2014 (Unaudited)
FIS Unaudited Pro Forma Combined with SunGard		
Per common share data:		
Net earnings:		
Basic	\$ 0.71	\$ (0.18)
Diluted	\$ 0.70	\$ (0.18)
Dividends declared per share:	\$ 0.52	\$ 0.96
Book value per share (basic):	\$ 28.63	

	Six Months Ended June 30, 2015	Fiscal Year Ended December 31, 2014 (Unaudited)
SunGard Unaudited Pro Forma Equivalents		
Per Class L Common Stock share data:		
Net earnings:		
Basic	\$ 0.56	\$ (0.14)
Diluted	\$ 0.55	\$ (0.14)
Dividends declared per share:	\$ 0.41	\$ 0.76
Book value per Class L Common Stock share (basic):	\$ 22.58	

Table of Contents

RISK FACTORS

In addition to general investment risks and the other information included in or incorporated by reference into this consent solicitation statement/prospectus, including the matters addressed in the section titled **Cautionary Statement Regarding Forward-Looking Statements** beginning on page 38 of this consent solicitation statement/prospectus, SunGard stockholders should consider carefully the matters described below in determining whether to consent to adopt the Merger Agreement and thereby approve the Mergers and the other transactions contemplated by the Merger Agreement. In addition, SunGard stockholders should read and consider the risks associated with an investment in FIS common stock. These risks can be found in FIS Annual Report on Form 10-K for the fiscal year ended December 31, 2014, which are incorporated by reference into this consent solicitation statement/prospectus as modified and supplemented in documents subsequently filed with the SEC and incorporated by reference into this consent solicitation statement/prospectus. The risks associated with the SunGard business are similar to those FIS faces in many respects and therefore the Mergers will in many cases increase our exposure to the foregoing risks. For further information regarding the documents incorporated into this consent solicitation statement/prospectus by reference, see the section titled **Where You Can Find Additional Information** beginning on page 181 of this consent solicitation statement/prospectus.

Risks Relating to the Mergers

There is no assurance when or if the Mergers will be completed.

The completion of the Mergers is subject to the satisfaction or waiver of a number of conditions as set forth in the Merger Agreement. There can be no assurance that FIS and SunGard will be able to satisfy the closing conditions or that closing conditions beyond their control will be satisfied or waived. For a discussion of the conditions to the completion of the Mergers, see the section titled **The Merger Agreement Conditions to Completion of the Mergers** beginning on page 92 of this consent solicitation statement/prospectus. If the Mergers and the integration of the companies' respective businesses are not completed within the expected time frame, such delay may materially and adversely affect the synergies and other benefits that FIS and SunGard expect to achieve as a result of the Mergers and could result in additional transaction costs, loss of revenue or other effects associated with uncertainty about the Mergers.

FIS and SunGard can agree at any time to terminate the Merger Agreement, even if SunGard stockholders have already adopted the Merger Agreement and thereby approved the Mergers and the other transactions contemplated by the Merger Agreement. FIS and SunGard can also terminate the Merger Agreement under other specified circumstances. See the section titled **The Merger Agreement Termination of the Merger Agreement** beginning on page 94 of this consent solicitation statement/prospectus.

FIS is expected to incur substantial expenses related to the Mergers and the integration of SunGard.

FIS is expected to incur substantial expenses in connection with the Mergers and the integration of SunGard. Additionally, there are a large number of processes, policies, procedures, operations, technologies and systems that must be integrated, including information technology, purchasing, accounting and finance, sales, billing, information security, risk, legal, marketing and human resources, including payroll and employee benefits. While FIS has attempted to estimate the after-tax integration and restructuring costs and other costs incurred to execute the transaction following completion of the Mergers, many of the expenses that will be incurred are, by their nature, difficult to estimate accurately. These expenses are likely, particularly in the near term, to exceed the savings that FIS expects to achieve from elimination of duplicative expenses and the realization of economies of scale and cost savings. Although FIS and SunGard expect that the realization of efficiencies related to the integration of the

businesses will offset incremental transaction, merger-related and restructuring costs over time, FIS and SunGard cannot give any assurance that this net benefit will be achieved in the near term, or at all.

Table of Contents

In addition, there is a risk that FIS will be exposed to liabilities of SunGard that were not disclosed to FIS in connection with its entry into the Merger Agreement. Under the Merger Agreement, FIS has no contractual rights to indemnification for any undisclosed liabilities. Any such losses or liabilities could be material to FIS' results of operations or financial condition.

FIS and SunGard may be unable to obtain the regulatory approvals required to complete the Mergers.

The completion of the Mergers is conditioned upon, among other conditions, the receipt of approval under applicable competition, fair trade or similar laws of the European Union. FIS and SunGard are pursuing all required approvals in accordance with the Merger Agreement. These approvals may impose conditions on or require divestitures relating to FIS' or SunGard's divisions, operations or assets or may impose requirements, limitations or costs or place restrictions on the conduct of the combined company's business. The Merger Agreement requires FIS and SunGard, among other things, to accept all such conditions, divestitures, requirements, limitations, costs or restrictions that may be imposed by regulatory entities, provided such conditions, divestitures, requirements, limitations, costs or restrictions do not have a material adverse effect on SunGard and its subsidiaries or FIS and its subsidiaries, assuming FIS and its subsidiaries were the same size as SunGard and its subsidiaries. Such conditions, divestitures, requirements, limitations, costs or restrictions may jeopardize or delay completion of the Mergers, may reduce the anticipated benefits of the Mergers or may result in the abandonment of the Mergers. Further, no assurance can be given that the required approvals will be obtained or that the required conditions to closing will be satisfied, and, even if all such approvals are obtained and such conditions are satisfied, no assurance can be given as to the terms, conditions and timing of such approvals.

Covenants in the Merger Agreement place certain restrictions on SunGard and its subsidiaries' conduct of business prior to the closing of the Mergers.

The Merger Agreement restricts SunGard and its subsidiaries from taking certain specified actions without FIS consent while the Mergers are pending. These restrictions may prevent SunGard from pursuing otherwise attractive business opportunities or other capital structure alternatives and making other changes to its business or executing certain of its business strategies prior to the completion of the Mergers.

The announcement and pendency of the Mergers could have an adverse effect on FIS' and/or SunGard's business, financial condition, results of operations or business prospects.

The announcement and pendency of the Mergers could disrupt FIS' and/or SunGard's businesses in the following ways, among others:

FIS' and/or SunGard's employees may experience uncertainty regarding their future roles in the combined company, which might adversely affect FIS' and/or SunGard's ability to retain, recruit and motivate key personnel;

the attention of FIS' and/or SunGard's management may be directed toward the completion of the Mergers and other transaction-related considerations and may be diverted from the day-to-day business operations of FIS and/or SunGard, as applicable, and matters related to the Mergers may require commitments of time and resources that could otherwise have been devoted to other opportunities that might have been beneficial to FIS and/or SunGard, as applicable; and

customers, suppliers and other third parties with business relationships with FIS and/or SunGard may decide not to renew or may decide to seek to terminate, change and/or renegotiate their relationships with FIS and/or SunGard as a result of the Mergers, whether pursuant to the terms of their existing agreements with FIS and/or SunGard or otherwise.

Any of these matters could adversely affect the businesses of, or harm the financial condition, results of operations or business prospects of, FIS and/or SunGard.

Table of Contents

The Merger Agreement contains provisions that limit SunGard's ability to pursue alternatives to the Mergers, which could discourage a potential acquirer of SunGard from making an alternative transaction proposal.

The Merger Agreement contains provisions that make it more difficult for SunGard to sell its business to a party other than FIS. These provisions include the general prohibition on SunGard taking certain actions prior to the termination of the Merger Agreement that might lead to or otherwise facilitate a proposal by a third party for a competing transaction. These provisions might discourage a third party that might have an interest in acquiring all or a significant part of the stock, properties or assets of SunGard and its subsidiaries from considering or proposing such an acquisition. In addition, following entry by the parties into the Merger Agreement, certain Sponsor Stockholders owning approximately 85% of the outstanding shares of each of the SunGard Class A Common Stock, Class L Common Stock and SCCII preferred stock entered into the Support and Standstill Agreements with FIS, pursuant to which those Sponsor Stockholders have agreed to vote against (and withhold consent with respect to) any competing transaction.

Failure to complete the Mergers could negatively impact the future business and financial results of FIS and SunGard.

If the Mergers are not completed, the ongoing businesses of FIS and SunGard may be adversely affected. FIS and SunGard will be subject to several risks, including the following:

having to pay certain costs relating to the Mergers, such as legal, accounting, financial advisory, filing and printing fees; and

focusing each company's management on the Mergers instead of on pursuing other opportunities that could have been beneficial to each company and its stockholders, in each case without realizing any of the benefits of having the Mergers completed.

FIS and SunGard cannot assure their respective stockholders that, if the Mergers are not completed, these risks will not materialize and will not materially adversely affect the business and financial results of either company.

FIS share price may fluctuate prior to the completion of the Mergers, and the value of the merger consideration at the closing of the Mergers may not be the same as at the time of the signing of the Merger Agreement or on the date of this consent solicitation statement/prospectus.

Upon completion of the Mergers, shares of SunGard Class L Common Stock and SCCII preferred stock will be converted into the right to receive the merger consideration, which will consist of cash and shares of FIS common stock. Any change in the market price of FIS common stock prior to completion of the Mergers will affect the dollar value of the merger consideration that SunGard stockholders receive upon completion of the Mergers. Changes in the market price of FIS common stock could result from a variety of factors, many of which are beyond FIS control, including:

general market and economic conditions, including market conditions in the financial services industry;

actual or expected variations in results of operations;

changes in recommendations by securities analysts;

operations and stock performance of industry participants;

significant acquisitions or strategic alliances by competitors;

sales of FIS common stock, including sales by FIS directors and officers or significant investors;

recruitment or departure of key personnel;

loss of customers or suppliers; and

failure to achieve the perceived benefits of the Mergers as rapidly as, or to the extent, expected.

Table of Contents

The issuance of FIS common stock in connection with the Mergers could decrease the market price of FIS common stock.

In connection with the Mergers and as part of the merger consideration, FIS will issue shares of FIS common stock to SunGard stockholders. The issuance of FIS common stock in the Mergers may result in fluctuations in the market price of FIS common stock, including a stock price decrease.

SunGard stockholders will have a reduced ownership and voting interest in FIS after the Mergers relative to their current ownership and voting interest in SunGard and SCCII and, as a result, will be able to exert less influence over management.

In the Mergers, each SunGard and SCCII stockholder will receive shares of FIS common stock as a portion of the merger consideration, which will result in such SunGard and SCCII stockholders becoming stockholders of FIS with a percentage ownership of FIS after the Mergers that is smaller than such stockholder's current percentage ownership of SunGard and SCCII, respectively. It is expected that SunGard and SCCII stockholders and holders of SunGard and SCCII equity-based awards immediately prior to the Mergers will own, in the aggregate, approximately 13% of the outstanding shares of FIS common stock immediately after the completion of the Mergers. Accordingly, SunGard and SCCII stockholders will have substantially less influence on the management and policies of FIS after the Mergers than they now have with respect to the management and policies of SunGard and SCCII.

There has been no public market for SunGard common stock and the lack of a public market makes it difficult to determine the fair market value of SunGard.

The outstanding Consolidated Capital Stock is privately held and is not traded on any public market. The lack of a public market may make it more difficult to determine the fair market value of SunGard and SCCII than if the Consolidated Capital Stock were traded publicly. The value ascribed to SunGard and SCCII's securities in other contexts may not be indicative of the price at which the Consolidated Capital Stock may have traded if it were traded on a public market. The merger consideration to be paid to SunGard and SCCII stockholders was determined based on negotiations between the parties and likewise may not be indicative of the price at which the Consolidated Capital Stock may have traded if it were traded on a public market.

Directors and officers of SunGard may have conflicts of interest that may influence them to support or approve the Mergers.

Although the SunGard Board recommends to SunGard stockholders that they adopt the Merger Agreement and thereby approve the Mergers and the other transactions contemplated by the Merger Agreement, SunGard stockholders should be aware that certain members of the SunGard Board and executive officers of SunGard have interests in the transactions contemplated by the Merger Agreement that may be different from, or are in addition to, the general interests of SunGard stockholders, as described in the section titled "The Mergers—Interests of Executive Officers and Directors of SunGard and SCCII in the Mergers" beginning on page 57 of this consent solicitation statement/prospectus. These interests include, among other things, arrangements that provide for severance benefits in the event certain executives' employment is terminated under certain circumstances following completion of the Mergers, retention and transaction bonuses, the vesting of equity-based awards and payments in return for cancellation of SunGard and SCCII equity-based awards, the rollover into FIS RSUs of unvested SunGard RSUs and rights to indemnification and directors' and officers' liability insurance that will survive the completion of the Mergers. SunGard and SCCII stockholders should consider whether these interests may have influenced the directors and executive officers of SunGard to support or recommend the Mergers.

Table of Contents

The Mergers may be completed even though material adverse changes may result from the announcement of the Mergers, industry-wide changes or other causes.

In general, either party can refuse to complete the Mergers if there is a material adverse effect affecting the other party prior to the closing of the Mergers. However, some types of changes do not permit either party to refuse to complete the Mergers, even if such changes would have a material adverse effect on FIS or SunGard. If adverse changes occur but FIS and SunGard still complete the Mergers, the market price of FIS common stock may suffer. For a more complete discussion of what constitutes a material adverse effect on FIS or SunGard under the Merger Agreement, see the section titled "The Merger Agreement – Representations and Warranties" beginning on page 83 of this consent solicitation statement/prospectus.

Risks Relating to the Combined Company Following the Merger

Successful integration of SunGard with FIS and successful operation of the combined company is not assured and the combined company may not be able to realize the anticipated benefits of the Mergers. Also, integration efforts may divert the attention of management away from operations.

Realization of the anticipated benefits in the Mergers will depend, in part, on the combined company's ability to successfully integrate the businesses and operations of SunGard and FIS. Integrating and coordinating certain aspects of the operations and personnel of SunGard with FIS will involve complex operational, technological and personnel-related challenges. This process will be time-consuming and expensive, may disrupt the businesses of either or both of the companies and may not result in the full benefits expected by FIS and SunGard, including cost synergies expected to arise from overlapping functions. The potential difficulties, and resulting costs and delays, include:

managing a larger combined company;

consolidating corporate and administrative infrastructures;

difficulties attracting and retaining key personnel;

loss of customers and suppliers and inability to attract new customers and suppliers;

unanticipated issues in integrating information technology, communications and other systems; and

unforeseen and unexpected liabilities related to the Mergers or SunGard's business.

Additionally, the integration of FIS and SunGard's operations, products and personnel may place a significant burden on management and other internal resources. The diversion of management's attention, and any difficulties encountered in the transition and integration process, could harm the combined company's business, financial condition and operating results. If the combined company is not successfully integrated, the anticipated benefits of the Mergers may not be realized fully or at all or may take longer to realize than expected. There can be no assurances

that the expected benefits and efficiencies related to the integration of the businesses will be realized to offset the integration costs over time.

The pro forma financial statements are presented for illustrative purposes only and may not be an indication of the combined company's financial condition or results of operations following the completion of the Mergers.

The pro forma financial statements contained in this consent solicitation statement/prospectus are presented for illustrative purposes only and may not be an indication of the combined company's financial condition or results of operations following the completion of the Mergers for several reasons. The pro forma financial statements have been derived from the historical financial statements of FIS and SunGard and adjustments and assumptions have been made regarding the combined company after giving effect to the Mergers. The information upon which these adjustments and assumptions have been made is preliminary, and these kinds of adjustments and assumptions are difficult to make with accuracy. Moreover, the pro forma financial statements

Table of Contents

do not reflect all costs that are expected to be incurred by the combined company in connection with the Mergers. For example, the impact of any incremental costs incurred in integrating FIS and SunGard are not reflected in the pro forma financial statements. As a result, the actual financial condition and results of operations of the combined company following the completion of the Mergers may not be consistent with these pro forma financial statements. The assumptions used in preparing the pro forma financial information may not prove to be accurate, and other factors may affect the combined company's financial condition or results of operations following the Mergers. Any decline or potential decline in the combined company's financial condition or results of operations may cause significant variations in the market price of FIS common stock.

The combined company's business and operating results could be adversely affected if it experiences business interruptions, errors or failure in connection with its or third-party information technology and communication systems and other software and hardware products used in connection with its business if it experiences defects or design errors in the software solutions it offers, or more generally, if the third-party vendors it relies upon are unwilling or unable to provide the services it needs to effectively operate its business.

The ability of each of FIS and SunGard to provide timely and accurate client solutions and services depends on the efficient and uninterrupted operation of its information technology and communications systems and other software and hardware used in connection with its business, whether owned by it or its vendors. Despite any precautions it may take, the systems, software and hardware of the combined company and those of its vendors could be exposed to damage or interruption from circumstances beyond its or their control, such as fire, natural disasters, systems failures, power outages, data protection breaches and other cyber-attacks, terrorism, energy loss, telecommunications failure, and computer viruses. An operational error, delay, failure or outage in the combined company's information technology and communication systems, software and hardware or those of its vendors could result in loss of clients, damage to client relationships, reduced revenue and profits, refunds of client charges and damage to its reputation, and may result in additional expense to repair or replace damaged equipment and remedy data loss or corruption resulting from the interruption. Although FIS and SunGard each has taken steps to prevent system failures and has back-up systems and procedures to prevent or reduce disruptions, such steps may not prevent an interruption of services and their disaster recovery planning may not be sufficient to account for all contingencies. Additionally, insurance may not adequately compensate the combined company for all losses or failures that may occur. The occurrence of any one of the above events could have a material adverse effect on the combined company's business, financial condition, results of operation and reputation.

Further, most of the solutions offered by the combined company are very complex software systems that are regularly updated. No matter how careful the design and development, complex software often contains errors and defects when first introduced and when major new updates or enhancements are released. If errors or defects are discovered in FIS or SunGard's current or future products, FIS may not be able to correct them in a timely manner, if at all. In FIS or SunGard's development of updates and enhancements to its software solutions, it may make a major design error that makes the product operate incorrectly or less efficiently. The failure of software to properly perform could result in the combined company and its clients being subjected to losses or liability, including censures, fines, or other sanctions by applicable regulatory authorities, and it could be liable to parties who are financially harmed by those errors. In addition, such errors could cause the combined company to lose revenues, lose clients or damage its reputation.

For approximately one week in August 2015, certain U.S. operations of a single SunGard customer were disrupted by an issue affecting its SunGard-hosted fund accounting platform that occurred following a recommended operating system update implemented by SunGard. The customer uses the platform for the processing of net asset values (NAVs) for certain mutual funds, exchange-traded funds and collective investment funds. No data was lost as a result of the incident. Delayed publication of NAVs or use of alternative NAVs may have affected some of the customer's

clients. No other SunGard customers were disrupted. SunGard is evaluating the possible impact of the event. At this preliminary stage, neither FIS nor SunGard is able to determine the amount of costs or any other consequences that the combined company may be subject to as a result of this incident.

Table of Contents

In addition, each of FIS and SunGard generally depends on a number of third parties, both in the United States and internationally, to supply elements of its systems, computers, research and market data, connectivity, communication network infrastructure, other equipment and related support and maintenance. There is no assurance that any of these vendors will be able to continue providing these services to effectively meet the combined company's evolving needs. If vendors fail to meet their obligations, provide poor or untimely service, or the combined company is unable to make alternative arrangements for the provision of these services, the combined company may in turn fail to provide its services or to meet its obligations to its customers, and its business, financial condition and operating results could be materially harmed.

The combined company's business will be subject to the risks of doing business internationally.

The international operations of FIS represented approximately 22% of its total 2014 revenues, and are largely conducted in currencies other than the U.S. Dollar, including the Brazilian Real, British Pound, Euro and Indian Rupee. SunGard derives an even greater percentage of its total revenues outside the United States, primarily from customers located in Europe. Over the past few years SunGard has expanded its operations in certain emerging markets in Asia, Africa, Europe, the Middle East and South America. As a result, the combined company will to a greater degree be subject to risks associated with doing business internationally. Accordingly, its business and financial results could be adversely affected due to a variety of factors, including:

changes in a specific country or region's political and cultural climate or economic condition, including change in governmental regime;

unexpected or unfavorable changes in foreign laws, regulatory requirements and related interpretations;

difficulty of effective enforcement of contractual provisions in local jurisdictions;

inadequate intellectual property protection in foreign countries;

trade-protection measures, import or export licensing requirements such as Export Administration Regulations promulgated by the U.S. Department of Commerce and fines, penalties or suspension or revocation of export privileges;

trade sanctions imposed by the United States or other governments with jurisdictional authority over FIS business operations;

the effects of applicable and potentially adverse foreign tax law changes;

significant adverse changes in foreign currency exchange rates;

longer accounts receivable cycles;

managing a geographically dispersed workforce;

difficulties associated with repatriating cash in a tax-efficient manner; and

compliance with the United States Foreign Corrupt Practices Act, or FCPA, and the Office of Foreign Assets Control regulations, particularly in emerging markets.

In foreign countries, particularly in those with developing economies, certain business practices may exist that are prohibited by laws and regulations applicable to us, such as the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act and other anti-corruption laws. Although FIS and SunGard's policies and procedures require compliance with these laws and are designed to facilitate compliance with these laws, FIS and SunGard's employees, contractors and agents may take actions in violation of applicable laws or FIS policies. Any such violation, even if prohibited by FIS or SunGard's policies, as applicable, could have a material adverse effect on the combined company's business and reputation.

As the combined company expands its international operations, more of FIS clients may pay FIS in foreign currencies. Conducting business in currencies other than U.S. Dollars subjects FIS to fluctuations in currency exchange rates that can negatively impact our results, period to period, including relative to analyst estimates or

Table of Contents

guidance. FIS' primary exposure to movements in foreign currency exchange rates relates to foreign currencies in Brazil, Europe, Australia and parts of Asia. The U.S. Dollar value of FIS net investments in foreign operations, the periodic conversion of foreign-denominated earnings to the U.S. Dollar (FIS' reporting currency), FIS' results of operations and, in some cases, cash flows, could be adversely affected in a material manner by movements in foreign currency exchange rates. These risks could cause an adverse effect on the business, financial position and results of operations of the combined company.

The combined company's business may suffer if it does not retain its senior management.

The combined company's future success requires it to continue to attract and retain competent personnel. In particular, the combined company's future success will depend on its senior management. As a result of the Mergers, FIS and SunGard's current and prospective employees could experience uncertainty about their future roles and the integration process. The loss of services of members of the combined company's senior management team could adversely affect its business until suitable replacements can be found. There may be a limited number of persons with the requisite skills to serve in these positions, and the combined company may be unable to locate or employ qualified personnel on acceptable terms.

FIS will incur substantial additional indebtedness in connection with the Mergers, which may adversely affect its business and results of operations.

In connection with the Mergers, FIS will incur significant new debt. This increased level of debt could, among other things:

require the combined company to dedicate a large portion of its cash flow from operations to the servicing and repayment of its debt, thereby reducing funds available for working capital, capital expenditures, research and development expenditures and other general corporate requirements;

limit the combined company's ability to obtain additional financing to fund future working capital, capital expenditures, research and development expenditures and other general corporate requirements;

limit the combined company's flexibility in planning for, or reacting to, changes in its business and the industry in which FIS operates;

restrict the combined company's ability to make strategic acquisitions or dispositions or to exploit business opportunities;

place the combined company at a competitive disadvantage compared to its competitors that have less debt;

adversely affect the combined company's credit rating, with the result that the cost of servicing the combined company's indebtedness might increase;

adversely affect the market price of FIS common stock; and

limit the combined company's ability to apply proceeds from an offering or asset sale to purposes other than the servicing and repayment of debt.

There could be significant liability for the combined company if all or part of the AS Split-Off were determined to be taxable for U.S. federal or state income tax purposes.

On March 31, 2014, SunGard completed the split-off of its AS business to its existing stockholders, including its private equity owners, on a tax-free and pro-rata basis (the AS Split-Off). At the time SunGard received opinions from outside tax counsel to the effect that the AS Split-Off should qualify for tax-free treatment as transactions described in Section 355 and related provisions of the Code. In addition, actions taken following the AS Split-Off, including the Mergers and certain 50 percent or greater changes by vote or value of the stock ownership of the new entity conducting the AS business, may cause the AS Split-Off to be taxable to

Table of Contents

the combined company. In connection with the Mergers, FIS and SunGard expect to receive opinions of outside tax counsel to the effect that the Mergers should not cause the AS Split-off to fail to so qualify, although receipt of such opinions is not a condition to the closing of the Mergers.

Notwithstanding the receipt of tax opinions, the tax-free treatment of the AS Split-off is not free from doubt, and there is a risk that the Internal Revenue Service (the IRS), a state taxing authority or a court could conclude to the contrary that the separation of the AS business from SunGard may not qualify as tax-free transactions. An opinion of tax counsel is not binding on the IRS, state taxing authorities or any court and as a result there can be no assurance that a tax authority will not challenge the tax-free treatment of all or part of the AS Split-Off or that, if litigated, a court would not agree with the IRS or a state taxing authority. Further, these tax opinions rely on certain facts, assumptions, representations, warranties and covenants from SunGard, the new entity conducting the AS business and from some of SunGard's stockholders regarding the past and future conduct of the companies' respective businesses, share ownership and other matters. If any of the facts, assumptions, representations, warranties and covenants on which the opinions rely is inaccurate or incomplete or not satisfied, the opinions may no longer be valid. Moreover, the IRS or state taxing authority could determine on audit that the AS Split-Off is taxable if it determines that any of these facts, assumptions, representations, warranties or covenants are not correct or have been violated or if it disagrees with one or more conclusions in the opinions or for other reasons.

If the AS Split-Off is determined to be taxable, the combined company and possibly its stockholders could incur significant income tax liabilities. These tax liabilities could have a material adverse effect on the combined company's business, financial condition, results of operations and cash flows.

Actions taken by SunGard Availability Services Capital, Inc. or its stockholders could cause the AS Split-Off to fail to qualify as a tax-free transaction, and SunGard Availability Services Capital, Inc. may be unable to fully indemnify SunGard for the resulting significant tax liabilities.

Pursuant to the Tax Sharing and Disaffiliation Agreement (Tax Sharing Agreement) that SunGard entered into with SunGard Availability Services Capital, Inc. (SpinCo), SpinCo is required to indemnify SunGard for certain taxes relating to the AS Split-Off that result from (i) any breach of the representations or the covenants made by SpinCo regarding the preservation of the intended tax-free treatment of the AS Split-Off, (ii) any action or omission that is inconsistent with the representations, statements, warranties and covenants provided to tax counsel in connection with their delivery of tax opinions to SunGard with respect to the AS Split-Off, and (iii) any other action or omission that was likely to give rise to such taxes when taken, in each case, by SpinCo or any of its subsidiaries. Conversely, if any such taxes are the result of such a breach or certain other actions or omissions by SunGard, SunGard would be wholly responsible for such taxes. In addition, if any part of the AS Split-Off fails to qualify for the intended tax-free treatment for reasons other than those for which SunGard or SpinCo would be wholly responsible pursuant to the provisions described above, SpinCo will be obligated to indemnify SunGard for 23% of the liability for taxes imposed in respect of the AS Split-Off and SunGard would bear the remainder of such taxes. If SpinCo is required to indemnify SunGard for any of the foregoing reasons, SpinCo's indemnification liabilities could potentially exceed its net asset value and SpinCo may be unable to fully reimburse or indemnify SunGard for its significant tax liabilities arising from the AS Split-Off as provided by the Tax Sharing Agreement.

The market price of FIS common stock after the Mergers may be subject to significant fluctuations and may be affected by factors different from those currently affecting the market price of FIS common stock.

Upon completion of the Mergers, each SunGard stockholder will become an FIS stockholder. While FIS common stock has an observable trading history, FIS common stock on a post-Mergers basis may trade differently than its pre-Mergers trading history, and the market price of FIS common stock could be subject to significant fluctuations

following the Mergers.

Table of Contents

In addition, the businesses of FIS differ from those of SunGard in important respects and, accordingly, the results of operations of the combined company and the market price of FIS common stock following the Mergers may be affected by factors different from those currently affecting the independent results of operations of FIS and SunGard. For a discussion of the business of FIS and of certain factors to consider in connection with FIS business, see the documents incorporated by reference into this consent solicitation statement/prospectus referred to in the section titled *Where You Can Find Additional Information* beginning on page 181 of this consent solicitation statement/prospectus. For a discussion of the business of SunGard and of certain factors to consider in connection with SunGard and SCCII's business, see the section titled *Information about SunGard* beginning on page 134 of this consent solicitation statement/prospectus.

If holders of Consolidated Capital Stock who receive FIS common stock in the transaction sell that stock immediately, it could cause a decline in the market price of FIS common stock.

All of the shares of FIS common stock to be issued in the transactions will be registered with the SEC under the registration statement of which this consent solicitation statement/prospectus is a part, and therefore will be immediately available for resale in the public market, subject to the limitations on resale by the Sponsor Stockholders during the first six months following the effective time of the Mergers under the Support and Standstill Agreements. As a result of future sales of such common stock, or the perception that these sales could occur, the market price of FIS common stock may decline and could decline significantly before or at the time the Mergers are completed, or thereafter.

The Mergers may cause dilution to FIS earnings per share, which may negatively affect the market price of FIS common stock.

Although FIS anticipates that the Mergers will have an immediate accretive impact on the adjusted earnings per share of FIS common stock, FIS' current expectation is based on preliminary estimates as of the date of the public announcement of the Mergers, which may materially change. FIS could also encounter additional transaction-related costs or other factors, such as the failure to realize all of the benefits anticipated to result from the Mergers. In addition, FIS expects that SunGard stockholders and holders of SunGard and SCCII equity-based awards immediately prior to the Mergers will own, in the aggregate, approximately 13% of the then outstanding shares of FIS common stock following the Mergers, based on the number of outstanding shares of FIS common stock on July 30, 2015. Once its shares are issued in the Mergers, FIS' earnings per share may be lower than it would have been in the absence of the Mergers. All of these factors could cause dilution to FIS' earnings per share or decrease or delay the expected accretive effect of the Mergers, and cause a decrease in the market price of FIS common stock. There can be no assurance that any increase in FIS' earnings per share will occur, even over the long term. Any increase in FIS' earnings per share as a result of the Mergers is likely to require, among other things, FIS to successfully manage the operations of SunGard and increase the consolidated earnings of FIS after the Mergers.

The rights of SunGard stockholders who become FIS stockholders in the Mergers will be governed by the FIS certificate of incorporation and the FIS bylaws.

SunGard stockholders that receive shares of FIS common stock in the Mergers will become FIS stockholders and will be governed by the FIS certificate of incorporation and the FIS bylaws, rather than the SunGard certificate of incorporation and the SunGard bylaws. There are material differences between the current rights of SunGard stockholders, as compared to the rights they will have as FIS stockholders. For more information, see the section titled *Comparison of Stockholder Rights* beginning on page 118 of this consent solicitation statement/prospectus.

Table of Contents

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

This consent solicitation statement/prospectus and other documents incorporated by reference into this consent solicitation statement/prospectus contain or may contain forward-looking statements within the meaning of the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. Forward-looking statements may be identified by the use of forward-looking terms such as may, will, can, expects, believes, anticipates, intends, estimates, projects, assumes, guides, targets, forecasts, is confident that and seeks or the negative of such other variations on such terms or comparable terminology. Such forward-looking statements include, but are not limited to, statements about the benefits of the proposed Mergers between FIS and SunGard, including future financial and operating results, the combined company's plans, objectives, expectations and intentions, the expected timing of completion of the transaction and other statements that are not historical facts. Such statements are based upon the current beliefs and expectations of the respective managements of FIS and SunGard and are subject to significant risks and uncertainties that could cause actual outcomes and results to differ materially. Important factors that could cause actual results to differ materially from those indicated by such forward-looking statements include, without limitation, the risks and uncertainties set forth under the section titled Risk Factors beginning on page 28 of this consent solicitation statement/prospectus. These risks and uncertainties include, but are not limited to:

the occurrence of any event, change or other circumstances that could give rise to modifications or the termination of the Merger Agreement;

the inability to complete the Mergers due to the failure to obtain stockholder approvals or governmental or regulatory clearances or the failure to satisfy other conditions to the closing of the Mergers;

the failure of the Mergers to be completed for any other reason;

the risk that required governmental and regulatory approvals may delay the completion of the Mergers or result in the imposition of conditions that could cause the parties to abandon the Mergers;

legal or regulatory proceedings or other matters that affect the timing or ability to complete the Mergers as contemplated;

the risk that the proposed Mergers disrupt current plans and operations;

fluctuations in the market value of FIS common stock;

the effects of the Mergers on FIS financial results;

potential difficulties in employee retention as a result of the Mergers;

disruption from the Mergers, making it difficult to maintain business and operational relationships;

the risk that the businesses will not be integrated successfully, or that the integration will be more costly or more time-consuming and complex than anticipated;

the risk that cost savings and other synergies anticipated to be realized from the Mergers may not be fully realized or may take longer to realize than expected;

changes in general economic, business and political conditions, including the possibility of intensified international hostilities, acts of terrorism, and changes in either or both the United States and international lending, capital and financial markets;

the effect of legislative initiatives or proposals, statutory changes, governmental or other applicable regulations and/or changes in industry requirements, including privacy regulations;

the risks of reduction in revenue from the elimination of existing and potential customers due to consolidation in or new laws or regulations affecting the banking, retail and financial services industries or due to financial failures or other setbacks suffered by firms in those industries;

changes in the growth rates of the markets for FIS and SunGard solutions;

Table of Contents

failures to adapt solutions to changes in technology or in the marketplace;

internal or external security breaches of FIS and SunGard systems, including those relating to the unauthorized access, theft, corruption or loss of personal information and computer viruses and other malware affecting FIS and SunGard software or platforms, and the reactions of customers, card associations, government regulators and others to any such events;

the risk that implementation of software (including software updates) for customers or at customer locations may result in the corruption or loss of data or customer information, interruption of business operations, exposure to liability claims or loss of customers;

the reaction of current and potential customers to communications from FIS or regulators regarding information security, risk management, internal audit or other matters;

competitive pressures on pricing related to FIS and SunGard solutions including the ability to attract new, or retain existing, customers; and

an operational or natural disaster at one of FIS or SunGard's major operations centers.

For a further list and description of such risks and uncertainties, see periodic reports filed by FIS and SunGard with the SEC. Except as required by applicable law or regulation, neither FIS nor SunGard undertakes (and expressly disclaims) any obligation and does not intend to publicly update or review any of these forward-looking statements, whether as a result of new information, future events or otherwise. SunGard stockholders are cautioned not to place undue reliance on these forward-looking statements, since, while the respective managements of FIS and SunGard believe the assumptions on which the forward-looking statements are based are reasonable, there can be no assurance that these forward-looking statements will prove to be accurate.

Table of Contents

SOLICITATION OF WRITTEN CONSENTS

Purpose of the Consent Solicitation

You are being asked to consent to the Merger Agreement proposal and thereby approve the Mergers and the other transactions contemplated by the Merger Agreement.

The SunGard Board has determined that the Merger Agreement, the Mergers contemplated by the Merger Agreement and the other transactions contemplated by the Merger Agreement are advisable, fair to, and in the best interests of SunGard and its stockholders and adopted and approved the Merger Agreement and the transactions contemplated thereby, including the Mergers. The SunGard Board recommends that you consent to the Merger Agreement proposal and thereby approve the Mergers and the other transactions contemplated by the Merger Agreement.

The Support and Standstill Agreements that FIS has entered into with the Sponsor Stockholders obligate each such Sponsor Stockholder, promptly following the registration statement on Form S-4 of which this consent solicitation statement/prospectus is a part being declared effective by the SEC and receipt of this consent solicitation statement/prospectus, to execute and deliver a written consent with respect to all of the shares of SunGard common stock that are owned by the Sponsor Stockholders adopting the Merger Agreement and approving the Mergers. The shares of SunGard common stock that are owned by the Sponsor Stockholders and subject to such Support and Standstill Agreements represent approximately 85% of the outstanding shares of SunGard common stock. **The delivery of the written consents by the Sponsor Stockholders adopting the Merger Agreement with respect to the shares of SunGard common stock owned by the Sponsor Stockholders will be sufficient to adopt the Merger Agreement and thereby approve the Mergers and the other transactions contemplated by the Merger Agreement.**

Record Date

The SunGard Board has set October 9, 2015 as the record date for determining the SunGard stockholders entitled to sign and deliver written consents with respect to the Merger Agreement proposal.

SunGard Stockholders Entitled To Consent

Only SunGard stockholders of record holding shares of common stock as of the close of business on the record date are entitled to sign and deliver written consents with respect to the Merger Agreement proposal. As of the close of business on the record date, there were 290,959,708 shares of SunGard common stock outstanding and entitled to sign and deliver written consents with respect to the Merger Agreement proposal, consisting of 261,863,739 shares of SunGard Class A Common Stock and 29,095,969 shares of SunGard Class L Common Stock. Each share of SunGard Class A Common Stock and SunGard Class L Common Stock is entitled to one vote and the shares of SunGard Class A Common Stock and SunGard Class L Common Stock shall vote together as a single class. You are urged to return a completed, dated and signed written consent by 11:59 p.m., New York City time, on _____, 2015.

Consents; Required Consents

Written consents from the holders of at least a majority of the outstanding shares of SunGard common stock entitled to vote are required to adopt the Merger Agreement. In addition, pursuant to the SunGard Investor Agreement, the completion of the Mergers requires the approval of the Requisite Principal Investors and pursuant to the SunGard Certificate of Incorporation, the completion of the Mergers also requires the approval of the Majority Principal Investors.

Following entry by the parties into the Merger Agreement, each of the Sponsor Stockholders entered into a Support and Standstill Agreement with FIS. Under the Support and Standstill Agreements, each of the Sponsor

Table of Contents

Stockholders agreed, promptly following its receipt of this consent solicitation statement/prospectus as declared effective by the SEC, to execute and deliver a written consent with respect to the outstanding shares of SunGard common stock held by such Sponsor Stockholder adopting the Merger Agreement and approving the Mergers. The shares of SunGard common stock that are owned by the Sponsor Stockholders and subject to such Support and Standstill Agreements represent approximately 85% of the outstanding shares of SunGard common stock. The delivery of the written consents by the Sponsor Stockholders with respect to the shares of SunGard common stock that are owned by the Sponsor Stockholders adopting the Merger Agreement will be sufficient to adopt the Merger Agreement and thereby approve the Mergers and the other transactions contemplated by the Merger Agreement and will constitute the approval required pursuant to the terms of the SunGard Investor Agreement and the SunGard Certificate of Incorporation.

Submission of Consents

You may consent to the Merger Agreement proposal with respect to your shares of SunGard common stock by completing, dating and signing the written consent enclosed with this consent solicitation statement/prospectus and returning it to SunGard.

If you hold shares of SunGard common stock as of the close of business on the record date and you wish to give your written consent, you must fill out the enclosed written consent, date and sign it, and promptly return it to SunGard. Once you have completed, dated and signed the written consent, you may deliver it to SunGard by faxing it to SunGard, Attention: Secretary, at (646) 445-8171, by emailing a .pdf copy of your written consent to consent@sungard.com or by mailing your written consent to SunGard at 680 East Swedesford Road, Wayne, PA 19087, Attention: Secretary.

The SunGard Board has set 11:59 p.m., New York City time, on _____, 2015 as the target date for the receipt of written consents, which is the date on which SunGard expects to receive the written consents of the Sponsor Stockholders under the Support and Standstill Agreements. SunGard reserves the right to extend the final date for the receipt of written consents beyond _____, 2015. Any such extension may be made without notice to SunGard stockholders. Once a sufficient number of consents to adopt the Merger Agreement has been received, the consent solicitation will conclude. The delivery of the written consent by the Sponsor Stockholders with respect to the shares of SunGard common stock that are owned by the Sponsor Stockholders adopting the Merger Agreement will be sufficient to adopt the Merger Agreement and thereby approve the Mergers and the other transactions contemplated by the Merger Agreement.

Executing Consents; Revocation of Consents

You may execute a written consent to either approve or disapprove of the Merger Agreement proposal. A written consent to approve the Merger Agreement proposal is equivalent to a vote for such proposal and a written consent to disapprove the Merger Agreement proposal is equivalent to a vote against such proposal.

If you do not return your written consent, it will have the same effect as a vote against the Merger Agreement proposal. If you are a record holder of shares of SunGard common stock and you return a signed written consent without indicating your decision on the Merger Agreement proposal, you will have consented to the proposal.

If you are a record holder of shares of SunGard common stock as of the close of business on the record date, you may change or revoke your written consent (subject to any contractual obligations you may otherwise have) at any time prior to 11:59 p.m., New York City time, on _____, 2015 (or, if earlier, before the consents of a sufficient number of shares to approve the Merger Agreement proposal have been delivered to the Secretary of SunGard). If you

wish to change or revoke your consent before that time, you may do so by sending a new written consent with a later date or by delivering a notice of revocation, in either case by faxing it to SunGard, Attention: Secretary, at (646) 445-8171, by emailing a .pdf copy to consent@sungard.com or by mailing it to

Table of Contents

SunGard at 680 East Swedesford Road, Wayne, PA 19087, Attention: Secretary. However, pursuant to the Support and Standstill Agreements, the written consent to be received by SunGard from the Sponsor Stockholders will be irrevocable prior to the earlier of the effective time of the Mergers or the termination of the Merger Agreement.

Solicitation of Consents; Expenses

The expense of preparing, printing and mailing these consent solicitation materials is being borne by SunGard. Officers and employees of SunGard may solicit consents by telephone and personally, in addition to solicitation by mail. These persons will receive their regular salaries but no special compensation for soliciting consents.

Table of Contents

THE COMPANIES

Fidelity National Information Services, Inc.

FIS is a global leader in banking and payments technology as well as consulting and outsourcing solutions. With a long history deeply rooted in the financial services sector, FIS serves more than 14,000 institutions in over 130 countries. Headquartered in Jacksonville, Florida, FIS employs approximately 42,000 people worldwide and holds leadership positions in payment processing and banking solutions. Through its Capco brand, FIS delivers globally a wide range of information technology consulting, advisory and transformational services to financial institutions. Providing software, services and outsourcing of the technology that drives financial institutions, FIS is a member of the Fortune 500 and is a member of Standard & Poor's 500 Index. Fidelity National Information Services, Inc. is a Georgia corporation and its executive offices are located at 601 Riverside Avenue, Jacksonville, Florida 32204, and its telephone number at that location is (904) 438-6000.

FIS common stock trades on the NYSE under the symbol FIS .

Additional information about FIS and its subsidiaries is included in the documents incorporated by reference into this consent solicitation statement/prospectus. See the section titled Where You Can Find Additional Information beginning on page 181 of this consent solicitation statement/prospectus.

Seahawk Merger Sub 1, Inc.

Merger Sub 1, a wholly owned subsidiary of FIS, is a Delaware corporation that was formed on August 10, 2015 solely for the purpose of entering into the Merger Agreement and effecting the Mergers and the other transactions contemplated by the Merger Agreement. Merger Sub has not engaged, and does not expect to engage, in any other business activities.

Seahawk Merger Sub, LLC

Merger Sub 2, a wholly owned subsidiary of FIS, is a Delaware limited liability company that was formed on August 10, 2015 solely for the purpose of entering into the Merger Agreement and effecting the Mergers and the other transactions contemplated by the Merger Agreement. Merger Sub has not engaged, and does not expect to engage, in any other business activities.

Seahawk Merger Sub 3, Inc.

Merger Sub 3, a wholly owned subsidiary of FIS, is a Delaware corporation that was formed on August 10, 2015 solely for the purpose of entering into the Merger Agreement and effecting the Mergers and the other transactions contemplated by the Merger Agreement. Merger Sub has not engaged, and does not expect to engage, in any other business activities.

SunGard

SunGard is a leading provider of mission-critical software to financial institutions globally. Its solutions automate a wide range of complex business processes across the financial services industry, including those associated with trading, securities operations, administering investment portfolios, accounting for investment assets, and managing risk and compliance requirements. It is differentiated by the breadth of its offerings, leading-edge technology, operating scale, deep domain expertise, and global reach. In 2014, SunGard generated \$2.8 billion in revenue, 70% of

which was recurring. As of December 31, 2014, SunGard employed approximately 13,000 people. SunGard is a Delaware corporation and its executive offices are located at 680 East Swedesford Road, Wayne, Pennsylvania 19087, and its telephone number at that location is (484) 582-5400.

SunGard serves a large, global customer base across multiple vertically focused groups in the financial services industry. SunGard has approximately 14,000 customers in more than 100 countries.

Table of Contents

Neither SunGard common stock nor SCCII preferred stock is listed on an exchange or quoted on any automated services, and there is no established trading market for shares of SunGard common stock or SCCII preferred stock.

Additional information about SunGard and its subsidiaries is included in the section titled Information about SunGard beginning on page 134 of this consent solicitation statement/prospectus.

Table of Contents

THE MERGERS

The following is a description of the material aspects of the Mergers. While FIS and SunGard believe that the following description covers the material aspects of the Mergers, the description may not contain all of the information that is important to you. FIS and SunGard encourage you to carefully read this entire consent solicitation statement/prospectus, including the Merger Agreement attached to this consent solicitation statement/prospectus as Annex A, for a more complete understanding of the Mergers.

The Mergers

At the effective time of the Mergers, Merger Sub 1 will merge with and into SunGard (Merger 1), with SunGard continuing as the surviving corporation (the Merger 1 Surviving Corporation) and as a wholly owned subsidiary of FIS. Immediately following Merger 1, the Merger 1 Surviving Corporation will merge with and into Merger Sub 2 (the Follow-On Merger 1), with Merger Sub 2 continuing as the surviving company (the Follow-On 1 Surviving Company) and as a wholly owned subsidiary of FIS. Immediately following the Follow-On Merger 1, Merger Sub 3 will merge with and into SCCII (Merger 2), with SCCII continuing as the surviving corporation (the Merger 2 Surviving Corporation) and as a wholly owned subsidiary of FIS. Immediately following Merger 2, the Merger 2 Surviving Corporation will merge with and into the Follow-On 1 Surviving Company (the Follow-On Merger 2), with the Follow-On 1 Surviving Company continuing as the surviving company (the Surviving Company) and as a wholly owned subsidiary of FIS.

Background of the Mergers

In early January 2014, senior executives of FIS had contact with representatives of SunGard regarding scheduling a meeting between certain senior level management of FIS and SunGard and their representatives. In preparation for such meeting, on January 10, 2014, FIS, SunGard and certain affiliates of SunGard entered into a non-disclosure agreement.

On January 14, 2014, representatives of SunGard and FIS had dinner in New York City, followed by a meeting the next day at the offices of one of the principal investors of SunGard. The attendees discussed the general state of each other's businesses, including their respective strategic directions, and ways that the companies could potentially work together commercially, in particular with respect to FIS Capco consulting business. SunGard updated FIS on its execution against its strategic plan and its focus on adding services to its product offerings to create more powerful solutions for its customers. There were no discussions about a possible sale, transfer or other acquisition of SunGard at the meeting. After this meeting, representatives of SunGard and FIS continued the conversations regarding ways in which the companies could work together with respect to FIS Capco consulting business at various meetings.

In November 2014, Mr. Fradin was contacted by the chief executive officer of a potential strategic acquirer (Company A). Thereafter, Mr. Fradin and another SunGard executive met with executives from Company A, and Company A proposed a possible acquisition of SunGard by Company A in which the consideration would consist 100% of Company A stock. Following this meeting and on multiple occasions until the end of May 2015, members of SunGard's senior management and representatives of SunGard's principal investors had conversations and meetings with members of Company A's senior management regarding a possible acquisition of SunGard by Company A in which the consideration would consist 100% of Company A stock, and Company A conducted due diligence with respect to such potential acquisition.

On April 1, 2015, Mr. Charles Neral, Senior Vice President Finance and Chief Financial Officer of SunGard, was contacted by e-mail by a representative of a financial sponsor (Company B), expressing an interest in exploring a

potential acquisition of SunGard by Company B, but there was no mention of the economic terms of a potential acquisition in the e-mail.

In early April 2015, representatives of Company A indicated to representatives of SunGard that it was considering partnering with a financial sponsor (Company C), in connection with making a proposal for the

Table of Contents

acquisition of SunGard, shortly following which, SunGard entered into a non-disclosure agreement with Company C.

On April 17, 2015, a representative of another financial sponsor (Company D) spoke to one of the principal investors of SunGard. During the conversation, the representative of Company D indicated that Company D was interested in exploring a potential acquisition of SunGard but did not propose a value for SunGard or any other terms of such potential acquisition.

During April 2015, Mr. Fradin met and had discussions with the chief executive officer of a potential strategic acquirer (Company E). At the meeting, the chief executive officers of SunGard and Company E discussed their respective businesses. Following the meeting, the chief executive officer of Company E contacted Mr. Fradin expressing Company E s interest in further discussions regarding the two companies businesses and indicating an interest in exploring a potential acquisition of SunGard.

In late April 2015, a representative of one of SunGard s principal investors was contacted by the chief executive officer of a potential strategic acquirer (Company F).

On May 1, 2015, Mr. Rob Heyvaert, Corporate Executive Vice President and Head of Global Financial Solutions of FIS, had discussions with Mr. Fradin concerning the continued possibility of the companies working together. Mr. Heyvaert also raised the prospect of the potential benefits of a combination between SunGard and FIS. Mr. Heyvaert informed Mr. Fradin that he would discuss their conversation with Mr. Gary Norcross, President and Chief Executive of FIS, who would contact Mr. Fradin regarding appropriate next steps.

On May 4, 2015, the boards of directors of SunGard and SCCII, which is sometimes referred to collectively as the SunGard Board in this Background of the Mergers section as the context may require, held a special meeting via telephone conference call to discuss the filing of a registration statement for a potential initial public offering of SunGard, referred to as the IPO in this consent solicitation statement/prospectus, and to select potential underwriters for an IPO process. At the meeting, the directors discussed that an IPO would allow SunGard to continue to execute its business plan while repaying a portion of its outstanding indebtedness, thereby reducing its leverage. Representatives of the principal investors of SunGard also then reviewed with the directors the unsolicited contacts that they and SunGard had received regarding a potential acquisition of SunGard. Following discussion, the SunGard Board approved proceeding with preparation of a registration statement on Form S-1 for the IPO while continuing to respond to unsolicited expressions of interest in a possible acquisition of SunGard. In connection therewith, the SunGard Board also approved the selection of the underwriters for the IPO and the selection of Goldman, Sachs & Co. (Goldman) and J.P. Morgan Securities LLC (JPMorgan) as financial advisors to SunGard, if needed to address any unsolicited inbound interest in an acquisition of SunGard.

Shortly following the May 4, 2015 meeting of the SunGard Board, there were press reports, without any official comment by SunGard, that SunGard was pursuing an initial public offering and that it would also consider offers to buy the company.

During the several weeks following the May 4, 2015 meeting of the SunGard Board and in accordance with the SunGard Board s decision to continue pursuing preparations for an IPO, SunGard and its advisors continued with efforts to prepare a registration statement on Form S-1, with the goal of launching the IPO in September 2015.

On May 6, 2015, Mr. Fradin and Mr. Neral met with the board of directors of Company A to discuss a potential transaction between Company A and SunGard. Also in attendance at this meeting were representatives of Company C. Following the meeting with the board of directors of Company A, Mr. Fradin and Mr. Neral and a representative of SunGard s principal investors met separately with representatives of Company C to discuss the business and operations

of SunGard and a potential transaction between Company A and SunGard in which Company C would be involved.

Table of Contents

Also on May 6, 2015, Mr. Fradin met with Mr. Norcross, at which they discussed their respective companies, including business strategies, the opportunity for FIS Capco consulting business to work with SunGard's capital markets group and the possibility of a combination between FIS and SunGard.

On May 13, 2015, the SunGard Board met in person, in a regularly scheduled meeting, to review, among other things, the financial results of the first quarter and to receive an update regarding the IPO process with the intent that the Form S-1 would be filed in the next several weeks. At the meeting, Mr. Fradin reported to the board about the contact he had received since the last meeting of the SunGard Board and the meeting he and Mr. Neral had had with the board of directors of Company A. Mr. Greg Mondre, a Managing Partner and Managing Director of Silver Lake and an observer on the SunGard Board, reported on the unsolicited interest in a potential acquisition of the company.

On May 14, 2015, Mr. Heyvaert again met with Mr. Fradin, at which they continued their discussions regarding the continued possibility of the companies working together and the potential benefits of a combination between SunGard and FIS.

On May 15, 2015, SunGard held an organizational meeting with its advisors and underwriters in order to progress the IPO preparations and to finalize the timetable for the proposed offering.

Consistent with its fiduciary duties, the SunGard Board directed Goldman and JPMorgan to contact potential acquirers so that it could fully evaluate whether continuing to pursue an IPO or, in the alternative, engaging in an outright sale of SunGard would yield the greatest value to SunGard's stockholders. During the two weeks commencing May 15, 2015, Goldman and JPMorgan had contact with more than a dozen parties, including those who had previously expressed unsolicited interest in a potential acquisition of SunGard, including FIS, other potential strategic acquirers and financial sponsors. Over the course of the next several weeks, SunGard, with the assistance of its outside counsel, Simpson Thacher & Bartlett LLP (Simpson Thacher), negotiated and entered into non-disclosure agreements with FIS, Companies B, D, E and F, a potential strategic acquirer with whom Company D had indicated it was considering jointly proposing to acquire SunGard (Company G) and three of the other financial sponsors who had expressed potential interest in an acquisition of SunGard, referred to as Companies H, I and J in this consent solicitation statement/prospectus. The remaining parties with whom Goldman and JPMorgan had contact declined to enter into non-disclosure agreements and did not express further interest in acquiring SunGard.

On May 18, 2015, SunGard received a preliminary indication of interest from Company D. The letter indicated Company D was prepared to complete its diligence and sign definitive transaction documentation by August 2015, but did not propose a valuation of SunGard.

On May 26, 2015, Mr. Fradin and certain other senior members of SunGard's management met with members of FIS management to review the business and operations of SunGard and to discuss potential synergies that could be obtained as a result of the combination of the two businesses.

On May 29, 2015, Mr. Norcross of FIS contacted Mr. Fradin in order to set up a time for the companies to meet and discuss FIS's possible interest in pursuing a transaction with SunGard. During the next several weeks, senior executives of SunGard and FIS had various discussions regarding a potential transaction between FIS and SunGard.

On June 1, 2015, SunGard received a non-binding indication of interest to acquire SunGard from Companies A and C. In the letter, Companies A and C proposed to acquire SunGard at a purchase price to be determined at the closing of the acquisition based on an enterprise value of SunGard of \$7.1 billion. Contrary to earlier conversations with Company A, the equity consideration proposed in the letter consisted of a mix of cash and shares of Company A stock. The proposal was subject to satisfactory completion of customary due diligence and the entry into a six-week

exclusivity period during which Companies A and C would conduct further due

Table of Contents

diligence on SunGard and the parties would negotiate and execute definitive documents with respect to the acquisition. The letter also indicated that the proposal would expire at 5 p.m. on June 5, 2015 if SunGard had not previously indicated its willingness to proceed.

On June 3, 2015, FIS submitted a non-binding indication of interest to acquire SunGard based on an enterprise value of \$8.5 billion. FIS proposed equity consideration consisting of a mix of shares of FIS common stock and cash, with the amount of cash to be determined so as to maximize the amount of equity consideration paid in cash subject to FIS ability to preserve its investment grade credit rating. FIS also proposed that it would have the right to adjust the cash portion in its sole discretion. FIS proposal was subject to completion of satisfactory due diligence and the entry into a 45-day exclusivity period during which FIS would conduct due diligence on SunGard and the parties would negotiate and execute definitive documents with respect to the acquisition.

On June 4, 2015, consistent with the SunGard Board's decision to pursue an IPO at its May 4, 2015 meeting, SunGard filed a registration statement on Form S-1 with the SEC in connection with the IPO. Later that day, there were press reports that there had been expressions of interest in acquiring SunGard, including from FIS.

On June 5, 2015, the SunGard Board held a special meeting via telephone conference call at which all the directors but one were present to update the directors on the non-binding indications of interest regarding a possible acquisition of SunGard received from FIS and Companies A and C. After review and discussion of the terms of each letter, the directors determined not to pursue a potential transaction with Companies A and C at such time as the proposed terms undervalued SunGard and instructed representatives of one of SunGard's principal investors to deliver the board's response to Company A. After further review and discussion, the directors instructed management and certain representatives of the principal investors of SunGard to proceed with preliminary discussions and additional due diligence with FIS and to encourage FIS to increase its enterprise valuation of SunGard.

On June 8, 2015, Mr. Mondre informed Company A that the SunGard Board had determined not to pursue a potential transaction with Companies A and C at such time.

On June 16, 2015, Mr. Fradin and Ms. Marianne Brown, Chief Operating Officer of SunGard Financial Systems, met in New York with Mr. Norcross, Mr. James Woodall, Corporate Executive Vice President, Chief Financial Officer of FIS, and Mr. Frank Martire, Executive Chairman of FIS, to discuss the businesses of their respective companies and a potential acquisition of SunGard by FIS.

On June 17 and 19, 2015, senior members of SunGard's management and SunGard's representatives held separate meetings with members of management and representatives of each of FIS, Company F and Company E to review the business and operations of SunGard.

On June 22, 2015, FIS submitted a revised non-binding indication of interest to acquire SunGard. In the revised letter, FIS indicated it continued to place an enterprise value on SunGard of approximately \$8.5 billion and that the equity consideration, which would be agreed upon prior to the signing of definitive documents, would consist of a mix of shares of FIS common stock and cash, with the amount of cash to be determined so as to maximize the amount of equity consideration paid in cash subject to FIS ability to preserve its investment grade credit rating. FIS again proposed adjustment mechanisms to alter the consideration mix to include more cash at its sole discretion. The FIS proposal remained subject to the completion of satisfactory due diligence which was conditioned on the entry into an exclusivity agreement with SunGard, pursuant to which SunGard would negotiate exclusively with FIS for a period of at least 30 days from the execution of such exclusivity agreement.

Following FIS' submission of its revised non-binding indication of interest on June 22, 2015, representatives of SunGard and FIS had various conversations via telephone during which the representatives discussed, among other items, FIS' proposed enterprise valuation of SunGard. During these conversations, the

Table of Contents

SunGard representatives informed FIS that the SunGard Board was not prepared at that time to accept a transaction based on the enterprise value of SunGard proposed by FIS and encouraged FIS to increase its enterprise valuation.

Between June 27 and 30, 2015, at the SunGard Board's direction, Goldman sent process letters to Companies B, D, E, F, H and I requesting submission of preliminary, non-binding written indications of interest in connection with a possible acquisition of SunGard by July 7, 2015.

During this period, representatives of the principal investors of SunGard also had contact with some of the parties that received process letters.

Over the weekend of June 27, 2015, Mr. Norcross called Mr. Mondre to inform him that FIS was increasing its offer from the enterprise value of \$8.5 billion indicated in its written indication of interest dated June 22, 2015, to \$8.7 to \$9.0 billion, with the precise amount within such range to be determined following completion of satisfactory due diligence.

On July 1, 2015 Mr. Mondre informed Mr. Norcross that SunGard would be willing to continue to engage in discussions with FIS regarding a transaction, but that any such transaction would need to reflect an enterprise value of SunGard of at least the high end of the range indicated by Mr. Norcross on June 27.

On July 2, 2015, Company F submitted a non-binding indication of interest to acquire SunGard for an enterprise value of \$9.2 billion and that the proposed equity consideration would consist of a mix of cash and shares of Company F stock. In the letter, Company F indicated it expected to issue between \$2 and \$3 billion of its stock and that its offer was subject to the completion of satisfactory confirmatory due diligence.

On July 7, 2015, SunGard received an updated non-binding indication of interest from Company D. In its updated letter, Company D valued SunGard at an enterprise value of \$7 to \$9 billion and indicated the consideration it was prepared to offer would consist entirely of cash. Company D's proposal was subject to satisfactory completion of a full diligence process.

Also on July 7, 2015, SunGard received a non-binding indication of interest from Company B. In its letter, Company B proposed to acquire SunGard for an enterprise value of \$8.5 billion with the consideration consisting entirely of cash. Company B's proposal was subject to completion of financial, legal, technology and business due diligence, including on-site due diligence.

Company E and Company I declined to submit written indications of interest.

On July 8, 2015, FIS Capco subsidiary entered into a professional services agreement with SunGard with respect to limited consulting services performed by Capco for SunGard. The revenues earned by Capco for these services were not material.

On July 9, 2015, Mr. Fradin and certain other senior members of SunGard's management and SunGard's representatives held another meeting with members of management and representatives of FIS to review the business and operations of SunGard, to discuss potential synergies which could be obtained as a result of the combination of the two businesses and for the companies to conduct due diligence on each other. Later that day, FIS sent a proposed exclusivity agreement to SunGard providing for an initial 30-day exclusivity period during which the parties would conduct due diligence and negotiate and execute definitive documents with respect to the acquisition.

On July 10, 2015, SunGard sent a non-binding term sheet to FIS containing certain key provisions which SunGard would expect to include in an initial draft merger agreement. The non-binding term sheet provided that the cash and stock components of the equity consideration would be fixed prior to execution of definitive

Table of Contents

documentation for the acquisition and not subject to adjustment at FIS' discretion. The non-binding term sheet also provided for the transaction to be structured as a public company-style deal with no indemnification or other recourse to SunGard stockholders post-closing.

Later on July 10, 2015, SunGard received a non-binding indication of interest from Company H. In its letter, Company H proposed to acquire SunGard for an enterprise value of \$8.75 to \$9.25 billion with the consideration consisting entirely of cash. Company H's proposal was subject to satisfactory completion of confirmatory business, financial, accounting, technical, legal and tax due diligence.

On July 11, 2015, FIS sent to SunGard a revised non-binding term sheet reflecting its comments to the non-binding term sheet which SunGard had delivered the day before. The revised non-binding term sheet reasserted FIS' proposal that the cash component of the equity consideration could be increased at FIS' sole discretion and provided for a cash escrow fund which would be used to pay any retention which might have become payable under a representation and warranty insurance policy which FIS proposed to obtain in connection with the transaction. The revised non-binding term sheet also indicated that any additional recourse would be determined based on continuing due diligence of material subjects.

On July 12, 2015, the SunGard Board held a special meeting via telephone conference call to discuss the indications of interest which had been received. Representatives of Goldman and JPMorgan reviewed the terms of each indication of interest and presented a preliminary valuation analysis of SunGard and the value implied by the various offers. The Goldman and JPMorgan representatives also reviewed valuation considerations of the potential IPO, including various potential IPO prices and a sell-down analysis, compared to a potential transaction, and also noted that FIS had made substantially more progress toward a potential transaction than the other potential parties. Representatives of the principal investors of SunGard then discussed their views of FIS and the shares of FIS common stock which SunGard stockholders would receive as part of the merger consideration, the terms of the revised non-binding term sheet which SunGard had received from FIS the day prior and conversations such representatives had had with representatives of FIS regarding a potential transaction. There ensued robust discussion of the offers received to date, the likelihood and ability of each party to enter into definitive documents with respect to an acquisition of SunGard and the expected timeframe each potential acquirer would require to do so. It was noted during the discussion that it was currently expected that a transaction with Company F would require the approval of Company F's stockholders due to the amount of Company F stock proposed to be issued as consideration, that Company F had not made as much progress on its due diligence of SunGard as had FIS and that Company F would not be expected to have an investment grade credit rating following the consummation of the transaction. Following discussion, the directors instructed SunGard's financial advisors and others involved in the negotiations with FIS to continue discussions with FIS regarding transaction terms and to report back to the SunGard Board with the results of those continued discussions.

Between July 12 and July 15, 2015, representatives of SunGard and FIS negotiated a non-binding term sheet and the terms of an exclusivity agreement.

On July 15, 2015, Mr. Norcross called Mr. Fradin to encourage SunGard to enter into the proposed exclusivity agreement.

On July 15, 2015, the SunGard Board held a special meeting via telephone conference call to update the directors on the status of negotiations with FIS. Mr. Mondre reviewed with the directors the terms of the non-binding term sheet which had been negotiated with FIS, noting in particular that the non-binding term sheet valued SunGard at an enterprise value of \$9.1 billion, with the equity consideration consisting of a mix of cash and shares of FIS stock. Mr. Mondre explained that the amount of FIS stock would be determined prior to execution of the definitive documents with respect to a transaction based on a trailing five-day volume-weighted average price of shares of FIS

common stock reflecting the unaffected price of such shares and that it would not be subject to adjustment thereafter. Mr. Mondre also noted that the non-binding term sheet provided that that there would be no cash escrow fund and no recourse to SunGard stockholders following closing of the

Table of Contents

transaction, that the non-binding term sheet contemplated SunGard's principal investors entering into voting and support agreements with respect to the transaction and that FIS continued to insist on a 30-day exclusivity period during which the parties could negotiate and execute definitive documents with respect to the transaction. Mr. Mondre pointed out that the proposed terms of the exclusivity agreement expressly permitted SunGard to continue progress towards its proposed IPO. The directors then discussed the terms of the FIS proposal as well as the proposed terms included in the preliminary indications of interest which had been received from other potentially interested parties. Following discussion, the directors authorized the entry into an exclusivity agreement with FIS on the terms reviewed with the SunGard Board.

Later on July 15, 2015, SunGard and FIS entered into a mutual exclusivity agreement pursuant to which each party agreed to negotiate exclusively with the other for 30 days with a view toward executing definitive documents with respect to a transaction on the terms set forth in the non-binding term sheet attached thereto, referred to as the term sheet in this consent solicitation statement/prospectus.

On July 17, 2015, SunGard filed an amended registration statement on Form S-1 with the SEC in connection with the IPO. During the week of July 20, 2015, SunGard and FIS participated in various due diligence meetings regarding the business and operations of SunGard.

On July 22, 2015, the SunGard Board held a regularly scheduled meeting via telephone conference call. Mr. Fradin provided an update to the directors on the IPO process, noting that SunGard had filed an amended registration statement on Form S-1 the prior week. Ms. Victoria Silbey, Senior Vice President Legal and Chief Legal Officer of SunGard, informed the directors that FIS had been conducting diligence and that additional diligence meetings were scheduled for the remainder of the week. Following discussion, the directors instructed management to continue discussions with FIS while concurrently making progress on the IPO with the intent that SunGard would be ready to commence the road show in late August or September.

On July 24, 2015, Simpson Thacher sent an initial draft of a Merger Agreement to Willkie Farr & Gallagher LLP, outside counsel to FIS (Willkie Farr).

On July 28, 2015, Willkie Farr sent an initial draft of a form of support and standstill agreement to be entered into by FIS and certain principal investors of SunGard as contemplated by the term sheet.

On July 30, 2015, Willkie Farr sent a revised draft of the Merger Agreement to Simpson Thacher.

Later on July 30, 2015, there were press reports that FIS was in exclusive talks to acquire SunGard. In light of the impact the press reports on July 30, 2015 had on the price of FIS common stock, the parties agreed to use the volume-weighted average price of FIS common stock for the five days up to and including July 29, 2015 for purposes of determining the amount of FIS common stock to be included in the merger consideration.

On July 31, 2015, SunGard held an introductory session in New York City for equity analysts that would be covering SunGard following completion of an IPO.

On August 1, 2015, Willkie Farr sent an initial draft of a registration rights agreement to be entered into by FIS and certain principal investors of SunGard as contemplated by the term sheet.

Between August 1 and August 10, 2015, representatives of SunGard and Simpson Thacher and FIS and Willkie Farr engaged in negotiations on the terms of the Merger Agreement, the registration rights agreement and the form of support and standstill agreement. As a result of the negotiations, among other things, the final consideration of an

aggregate of 44,663,899 shares (less any shares attributable to Converted RSUs) and \$2,288,700,000 in cash (less the amount of any Excess Company Transaction Expenses) was determined.

Table of Contents

On the evening of August 10, 2015, the SunGard Board held a joint special meeting via telephone conference call, at which all the directors but one were present, to review the terms of the Merger Agreement. Representatives of Goldman and JPMorgan reviewed and discussed the financial terms of the Mergers with the directors. Following that presentation, representatives of and directors representing the principal investors of SunGard again discussed the valuation of SunGard, the amount and mix of merger consideration being offered, and their views of FIS and the shares of FIS common stock which SunGard stockholders would receive as part of the merger consideration. Simpson Thacher then reviewed with the directors the key terms of the Merger Agreement, including the treatment of outstanding equity and equity awards, the structure of the transaction, the representations and warranties and covenants contained in the Merger Agreement, the conditions to the closing of the transaction and the rights of each party to terminate the Merger Agreement, and noted those items which remained subject to ongoing negotiation between the parties. Simpson Thacher also summarized the material terms of the registration rights agreement and support and standstill agreements which FIS would enter into with certain of SunGard's principal investors. Following each of these presentations, robust discussion ensued during which the directors asked questions of the presenters. Following discussion, Simpson Thacher reviewed with the directors the resolutions the directors would be asked to adopt by unanimous written consent once all the definitive documents in connection with the transaction were in agreed form.

In addition, at the same August 10, 2015 SunGard Board meeting, the compensation committee of the SunGard Board (the Compensation Committee), pursuant to its authority under SunGard's employee benefit plan (the Plan) and the applicable grant agreements, determined, and the SunGard Board ratified such determination, that it was appropriate to adjust the performance goals for the 2014 and 2015 performance-based SunGard RSUs to provide for 150% of the performance-based SunGard RSUs granted in 2014 to be earned and 100% of the performance-based SunGard RSUs granted in 2015 to be earned, contingent on consummation of the Mergers. These percentages were based on the Compensation Committee's best estimate of attainment of the compound annual growth rate (CAGR) performance goals for a majority of the performance-based SunGard RSUs granted in each of 2014 and 2015. The Compensation Committee estimated attainment of the CAGR performance goals based on SunGard stock performance through the date of the signing of the Merger Agreement and a projected closing date of December 1, 2015. The adjustments allowed the Compensation Committee to set the percentage of attainment of the CAGR performance goals prior to the closing date, so that CAGR performance would be measured without regard to future fluctuations in the price of FIS common stock or changes in the closing date. The Compensation Committee made these adjustments because the structure of the Mergers would make calculation of the CAGR performance goals as of the closing date of the Mergers susceptible to significant fluctuation. The Compensation Committee believed it was appropriate and in participants' best interests to establish achievement of the CAGR performance goals as of the date of the Merger Agreement and not subject the performance attainment percentages to future variability.

Later in the evening of August 10, 2015 and throughout the day on August 11, 2015, representatives of Simpson Thacher and Willkie Farr negotiated and finalized the remaining open items in the definitive documents in connection with the transaction.

Also on August 11, 2015, the board of directors of SCCII adopted resolutions, by unanimous written consent of the directors in lieu of a meeting, approving an amendment to the liquidation rights of the holders of shares of SCCII's preferred stock contained in SCCII's certificate of incorporation, referred to as the SCCII charter amendment in this consent solicitation statement/prospectus. Later on August 11, 2015, the SCCII charter amendment was approved by the holder of all of the outstanding common stock of SCCII and the holders of a majority of the outstanding shares of SCCII preferred stock. Pursuant to the SCCII charter amendment, the voluntary sale, conveyance, exchange or transfer of all or substantially all of the property or assets of SCCII and the consolidation or merger of SCCII with or into one or more corporations will be deemed to be a voluntary or involuntary liquidation, dissolution or winding up of SCCII.

On August 11, 2015, the FIS board of directors met telephonically to review the proposed transaction. This meeting was the final meeting in a series of formal FIS board meetings and informal discussions with individual FIS directors with respect to the proposed transactions. After receiving presentations from management and

Table of Contents

advice from financial and legal advisors, and following a robust discussion, the FIS board of directors concluded that the terms of the proposed transaction were fair to and in the best interests of FIS, and unanimously approved the execution and delivery of the Merger Agreement and the other transaction documents and related matters.

Later on August 11, 2015, after considering, among other items, the proposed terms of the Merger Agreement with FIS, the views of SunGard's management and the representatives of the principal investors of SunGard and the various information it received from its legal and financial advisors, and taking into consideration the factors described under "The Mergers" Recommendation of the SunGard Board of Directors and Its Reasons for the Mergers" beginning on page 53 of this consent solicitation statement/prospectus and "The Mergers" Interests of Executive Officers and Directors of SunGard and SCCII in the Mergers" beginning on page 57 of this consent solicitation statement/prospectus, the SunGard Board adopted resolutions, by unanimous written consent of the directors in lieu of a meeting, determining that the Merger Agreement, the Mergers contemplated by the Merger Agreement and the other transactions contemplated by the Merger Agreement were advisable, fair to, and in the best interests of SunGard and its stockholders, adopting, approving and declaring advisable the Merger Agreement and the transactions contemplated thereby, including the Mergers, approving the entry into, and delivery and performance of, the Merger Agreement, directing that the Merger Agreement be submitted to the holders of SunGard common stock for consideration and recommending to the holders of SunGard common stock that such holders adopt and approve the Merger Agreement and the Mergers.

On August 12, 2015, the Merger Agreement was executed by FIS and SunGard and the parties to the Registration Rights Agreement executed such agreement. Following the entry by the parties into the Merger Agreement, FIS and the parties to the Support and Standstill Agreements executed such agreement. For a discussion of the Merger Agreement, the Registration Rights Agreement and the Support and Standstill Agreements, see the sections titled "The Merger Agreement" beginning on page 44 of this consent solicitation statement/prospectus, "Material Contracts Between the Parties" The Registration Rights Agreement" beginning on page 97 of this consent solicitation statement/prospectus and "Material Contracts Between the Parties" The Support and Standstill Agreements" beginning on page 97 of this consent solicitation statement/prospectus.

Before the NYSE opened on August 12, 2015, FIS issued a press release announcing the execution of the Merger Agreement.

On August 13, 2015, the SCCII charter amendment was filed with the Secretary of State of the State of Delaware and became effective.

Recommendation of the SunGard Board of Directors and Its Reasons for the Mergers

After consideration, the SunGard Board adopted resolutions, by unanimous written consent of the directors in lieu of a meeting, determining that the Merger Agreement, the Mergers contemplated by the Merger Agreement and the other transactions contemplated by the Merger Agreement were advisable, fair to, and in the best interests of SunGard and its stockholders, adopting and approving the Merger Agreement and the transactions contemplated thereby, including the Mergers, directing that the Merger Agreement be submitted to the holders of SunGard common stock for consideration and recommending to the holders of SunGard common stock that such holders adopt and approve the Merger Agreement and the Mergers by executing and delivering the written consent furnished with this consent solicitation statement/prospectus.

In reaching its decision to adopt and approve, and declare advisable, the Merger Agreement and resolving to recommend that SunGard stockholders adopt and approve the Merger Agreement and thereby approve the Mergers and the other transactions contemplated by the Merger Agreement, the SunGard Board consulted with SunGard's

management, as well as its financial and legal advisors, and considered a number of factors, including its knowledge of SunGard's business, operations, financial condition, earnings and prospects, as well as the risks in achieving those prospects, including uncertainties associated with achieving financial forecasts, and its

Table of Contents

knowledge of the financial and capital markets and the risks associated with pursuing an initial public offering of SunGard common stock. Among the various factors that the SunGard Board considered in favor of its decision are:

Benefits of the Merger Relative to Operating SunGard as a Standalone Company. The belief of the SunGard Board that the Merger Agreement and the transactions contemplated by the Merger Agreement, including the Mergers, were more favorable to SunGard and its stockholders than remaining independent and pursuing a potential initial public offering of SunGard common stock, in light of the risks and uncertainty of remaining an independent company, including the business, financial and execution risks inherent in continuing to execute on its business plan and that the execution of the initial public offering would also be dependent on the strength of the capital markets in the United States, a factor beyond SunGard's control. In addition, the belief of the SunGard Board that the merger consideration provided SunGard stockholders with an opportunity to receive an immediate return on their investment that exceeded the near-term return SunGard stockholders would likely have received following an initial public offering of SunGard common stock and the greater certainty of value associated with such return as described below.

Significant Portion of Merger Consideration in Cash. The fact that a large portion of the merger consideration will be paid in cash, giving SunGard stockholders an opportunity to immediately realize value for a significant portion of their investment and providing certainty of value.

Participation in Potential Upside. The benefits to the combined company that could result from the Mergers, including an enhanced financial position, complementary product lines and the potential to realize synergies, including the expectation based on estimates by FIS and SunGard's management prior to the execution of the Merger Agreement that the Mergers will (i) achieve a \$100 million run rate of cost synergies by the end of 2016 and a \$200 million run rate by the end of 2017 (taking into account FIS and its management's excellent track record of achieving cost synergy targets, including the fact that FIS has historically exceeded cost synergy targets by an average of 30%) and (ii) be immediately accretive to FIS adjusted earnings per share without taking into account any cost synergies and approximately 20% accretive to FIS adjusted earnings per share after taking into account the full expected run rate of cost synergies. The fact that, since a portion of the merger consideration will be paid in FIS common stock, SunGard stockholders would have the opportunity to participate in any future earnings or growth of the combined company and any future appreciation in the value of FIS common stock following the Mergers should they decide to retain the shares of FIS common stock payable in the Mergers.

Fixed Stock Portion of the Merger Consideration. The fact that, because the stock portion of the merger consideration is a fixed number of shares of FIS common stock, SunGard stockholders will have the opportunity to benefit from any increase in the trading price of FIS common stock between the announcement of the Mergers and the completion of the Mergers.

Access to Liquidity. The SunGard Board also considered the liquidity, subject to contractual restrictions to which certain SunGard stockholders have separately agreed, that holding shares of FIS common stock would provide to SunGard stockholders who do not wish to hold shares of FIS common stock following the completion of the Mergers.

Business of FIS. The historical financial condition, results of operations, business and prospects of FIS, and the business reputation and capabilities of FIS and its management.

No Financing Condition; Financial Strength of FIS. The fact that FIS' obligation to complete the Mergers is not subject to any financing condition and the likelihood that FIS would be able to finance the Mergers given FIS' financial resources, investment grade credit rating and the financing commitments that it had obtained. The fact that FIS is expected to maintain its investment grade credit rating following the completion of the Mergers.

Efforts to Consummate the Mergers. The belief of the SunGard Board that the regulatory approvals and clearances necessary to complete the Mergers would likely be obtained. The obligations of FIS to use

Table of Contents

reasonable best efforts to obtain approvals or clearances from the applicable antitrust and competition authorities, including FIS' obligation to commit to any sale, divestiture or other disposition of assets that may be required, other than any such sale, divestiture or other disposition of assets which would, individually or in the aggregate, have a material adverse effect on the business, results of operation or financial condition of SunGard or a material adverse effect on the business, results of operation or financial condition of FIS, assuming for this purpose that FIS was, in the aggregate, the same size and had the same aggregate results of operations and financial condition as SunGard.

Other Terms of the Merger Agreement. The limited conditions to FIS' obligations to complete the Mergers, including the fact that neither the Merger Agreement nor the issuance of FIS common stock to SunGard stockholders as merger consideration is subject to the approval of FIS stockholders. The fact that SunGard's obligation to complete the Mergers is conditioned on the absence of a material adverse effect on FIS. The ability of SunGard to specifically enforce the terms of the Merger Agreement. The determination that the terms of the Merger Agreement (including the parties' representations, warranties and covenants and the conditions to their respective obligations) are fair and reasonable.

Absence of Superior Offers. The fact that SunGard received indications of interest following its filing of a registration statement for a potential IPO of SunGard common stock, none of which offers the SunGard Board considered to offer value and certainty greater than that offered by the merger consideration.

The SunGard Board also considered a variety of risks and other potentially negative factors concerning the Merger Agreement, the Mergers and the other transactions contemplated by the Merger Agreement, including the following:

Fixed Stock Portion of the Merger Consideration. The fact that because the stock portion of the merger consideration is a fixed number of shares of FIS common stock, SunGard stockholders could be adversely affected by any decrease in the trading price of FIS common stock during the pendency of the Mergers, and the fact that the Merger Agreement does not provide SunGard with a price-based termination right or other similar protection.

Possible Failure to Achieve Synergies. The risk that the potential benefits and synergies sought in the Mergers will not be realized or will not be realized within the expected time period, and the risks associated with the integration of FIS and SunGard. The risk that the cultures of FIS and SunGard may not be as compatible as anticipated.

Smaller Ongoing Equity Participation in the Combined Company by SunGard Stockholders. The fact that because only a portion of the merger consideration will be in the form of shares of FIS common stock, SunGard stockholders will have a smaller ongoing equity participation in the combined company (and, as a result, a smaller opportunity to participate in any future earnings or growth of the combined company and any future appreciation in the value of FIS common stock following the Mergers) than they have in SunGard.

Cancellation of Class A Common Stock. The fact that, pursuant to the terms of the Merger Agreement, all of the outstanding shares of Class A Common Stock of SunGard will be cancelled in connection with the Mergers without any consideration being delivered in exchange therefore as a result of the aggregate value of the merger consideration being significantly less than the amount which would be necessary to fully satisfy the liquidation preference of the outstanding shares of Class L Common Stock of SunGard.

Terms of FIS Financing Commitments. The possibility that FIS will be unable to obtain financing for the Mergers, including the debt financing proceeds contemplated by the commitment letter it obtained.

Risk of Non-Completion. The possibility that the Mergers might not be completed and the effect the resulting public announcement of the termination of the Merger Agreement may have on SunGard's business and operating results, particularly in light of the costs incurred in connection with the transaction.

Table of Contents

Inability to Pursue an Initial Public Offering. The fact that, unless the Merger Agreement is terminated, SunGard would forego the opportunity to pursue an initial public offering of SunGard common stock and the potential value that SunGard could deliver to its stockholders as a public company if SunGard were to succeed in executing on its business plan.

Inability to Accept Competing Offers. The restrictions on SunGard's ability to negotiate alternative transactions and the inability of SunGard to terminate the Merger Agreement even if the SunGard Board were to change its recommendation, both of which, although having the effect (in combination with the support and standstill agreements) of preventing SunGard stockholders from accepting a competing business combination transaction, the members of the SunGard Board understood were conditions to FIS's willingness to enter into a transaction and which the members of the SunGard Board determined were fair and reasonable to SunGard and its stockholders in light of (among other things) the benefits of the Mergers to SunGard stockholders.

Possible Disruption to the Business and Incurrence of Costs and Expenses. The possible disruption to SunGard's business that may result from the Mergers, including the distraction of the attention of SunGard's management and potential attrition of SunGard's employees, as well as the costs and expenses incurred in connection with completing the Mergers.

Restrictions on Operation of SunGard's Business. The fact that, although SunGard will continue to exercise, consistent with the terms and conditions of the Merger Agreement, control and supervision over its operations prior to the completion of the Mergers, the Merger Agreement generally obligates SunGard, subject to FIS's prior consent (which consent may not be unreasonably withheld, delayed or conditioned), to conduct its business in the ordinary course of business consistent with past practice and in accordance with specified restrictions, which might delay or prevent SunGard from undertaking certain business opportunities that might arise pending completion of the Mergers.

Interests of SunGard Executive Officers and Directors. The fact that certain executive officers and directors of SunGard have interests in the Mergers that may be different from, or in addition to, the interests of SunGard stockholders generally, including the manner in which they would be affected by the Mergers, and the other matters disclosed in the section titled "The Mergers - Interests of Executive Officers and Directors of SunGard in the Mergers" beginning on page 57 of this consent solicitation statement/prospectus.

Other Risks. The risks described in the sections titled "Risk Factors" and "Cautionary Statement Regarding Forward-Looking Statements" of this consent solicitation statement/prospectus.

The foregoing discussion of the factors considered by the SunGard Board is not intended to be exhaustive, but, rather, includes the material factors considered by the SunGard Board. In reaching its decision to adopt and approve, and declare advisable, the Merger Agreement, the Mergers and the other transactions contemplated by the Merger Agreement, the SunGard Board did not quantify or assign any relative weights to the factors considered, and individual directors may have given different weights to different factors. The SunGard Board considered all these factors as a whole, including discussions with, and questioning of, SunGard's management and financial and legal advisors, and, overall, considered these factors to be favorable to, and to support, its determination.

The SunGard Board concluded that the potentially negative factors associated with the Mergers were outweighed by the potential benefits that it expected SunGard stockholders would receive as a result of the Mergers, including the belief of the SunGard Board that the Mergers would maximize the immediate value of shares of SunGard common stock and eliminate the risk and uncertainty affecting the future prospects of SunGard, including the potential execution risks associated with an initial public offering of SunGard common stock and pursuing its business plan as a public company. Accordingly, the SunGard Board determined that the Mergers and the other transactions contemplated by the Merger Agreement are advisable and fair to, and in the best interests of, SunGard and its stockholders, and adopted and approved, and declared advisable, the Merger Agreement, the Mergers and the other transactions contemplated by the Merger Agreement. The SunGard Board

Table of Contents

recommends that SunGard stockholders consent to the adoption of the Merger Agreement and thereby approve the Mergers and the transactions contemplated by the Merger Agreement.

Stock Ownership of SunGard and SCCII Directors and Executive Officers

As of the close of business on the record date, excluding shares of SunGard Class A Common Stock and Class L Common Stock and SCCII preferred stock held by the Sponsor Stockholders, the directors and executive officers of SunGard collectively owned and were entitled to vote (to the extent such shares are entitled to vote) (i) 915,861 shares of SunGard Class A Common Stock, which represent, in the aggregate, approximately 0.35% of SunGard Class A Common Stock outstanding on that date, (ii) 101,762 shares of SunGard Class L Common Stock, which represent, in the aggregate, approximately 0.35% of SunGard Class L Common Stock outstanding on that date, and (iii) 26,823 shares of SCCII preferred stock, which represent, in the aggregate, approximately 0.35% of SCCII preferred stock outstanding on that date.

Interests of Executive Officers and Directors of SunGard and SCCII in the Mergers

The directors and executive officers of SunGard have interests in the Mergers that may be different from, or in addition to, the interests of SunGard stockholders generally. The SunGard Board was aware of these interests and considered such interests, among other matters, in approving and declaring advisable the Merger Agreement and the transactions contemplated by the Merger Agreement. Certain of the executive officers of SunGard also hold SunGard common stock and SCCII preferred stock, which will be treated in the same way as SunGard common stock and SCCII preferred stock held by SunGard stockholders generally. None of SunGard's directors (other than Mr. Fradin) hold SunGard common stock or SCCII preferred stock. See the section titled "Stock Ownership of SunGard and SCCII Directors and Executive Officers" beginning on page 57 of this consent solicitation statement/prospectus.

Executive Officers and Directors

The following table sets forth the name and position of the individuals who currently serve as the executive officers and directors of SunGard.

Executive Officers

Name	Position
Regina Brab ⁽¹⁾	Senior Vice President of Professional Services Operations (formerly Senior Vice President and Chief Human Resources Officer)
Christopher P. Breakiron	Vice President and Chief Accounting Officer
Marianne C. Brown	Chief Operating Officer, Financial Systems
Patricia K. Cassidy	Senior Vice President – Human Resources and Chief Human Resources Officer
Vincent Coppola	Senior Vice President, Operations
Russell P. Fradin	President, Chief Executive Officer
Kevin J. McCurry	Senior Vice President – Corporate Development and Strategy
Charles J. Neral	Senior Vice President – Finance and Chief Financial Officer
Victoria E. Silbey	Senior Vice President – Legal and Chief Legal Officer
Brian A. Traquair	Executive Vice President, Financial Systems

Directors

Glenn H. Hutchins	Chairman of the Board of Directors
Russell P. Fradin	Director
David L. Johnson	Director
Ian K. Loring	Director
John W. Marren	Director
Sanjeev K. Mehra	Director
R. Davis Noell	Director
John I. Park	Director

(1) As of February 2015, Ms. Brab no longer serves as an executive officer of SunGard.

Table of Contents***Treatment of SunGard Equity-Based Awards Held by Executive Officers***

As of the date of this consent solicitation statement/prospectus, SunGard's employees (including its executive officers) hold stock options, appreciation units and restricted stock units. SunGard's directors (other than Mr. Fradin) do not hold any outstanding SunGard equity awards. Except for Mses. Cassidy and Silbey and Mr. Traquair, who hold SunGard Class A options that will be cancelled at the effective time of the Mergers for no consideration, none of the executive officers hold SunGard stock options.

Pursuant to the terms of the Merger Agreement, SunGard equity-based awards held by SunGard's employees (including its executive officers) that are outstanding immediately prior to the effective time of the Mergers will be subject to the following treatment.

Appreciation Units

The Merger Agreement provides that, immediately prior to the effective time of the Mergers, each unvested SunGard appreciation unit (other than any underwater appreciation unit) outstanding immediately prior to the effective time of the Mergers will fully vest. At the effective time of the Mergers, all vested SunGard appreciation units will be cancelled, and SunGard will deliver (or will cause the Surviving Company to deliver) in exchange for each cancelled SunGard appreciation unit (other than any underwater appreciation unit), a payment equal to the excess of the amount of merger consideration payable in respect of the Class L Common Stock and SCCII preferred stock underlying each such cancelled appreciation unit over the applicable base price. The foregoing payments will be comprised of cash and FIS common stock in the same ratio as paid to holders of Class L Common Stock and SCCII preferred stock. Any SunGard appreciation units that are underwater appreciation units will be cancelled for no consideration at the effective time of the Mergers.

As of the date of this consent solicitation statement/prospectus, the executive officers held the following SunGard appreciation units:

Executive Officer	Appreciation Units (#) ⁽¹⁾	Base Price (\$)	Estimated Value of Appreciation Units (\$)⁽²⁾
Regina Brab ⁽³⁾	102,034	15.96	767,296
Christopher P. Breakiron	0	0	0
Marianne C. Brown	340,115	15.96	2,557,665
Patricia K. Cassidy	0	0	0
Vincent Coppola	204,069	15.96	1,534,599
Russell P. Fradin	1,840,703	14.89	15,811,639
Kevin J. McCurry	68,023	15.96	511,533
Charles J. Neral	340,115	15.96	2,557,665
Victoria E. Silbey	136,046	15.96	1,023,066
Brian A. Traquair	340,115	15.96	2,557,665

(1) Represents the number of SunGard appreciation units held by the executive officers that (i) are vested or will vest and (ii) be cancelled at the effective time of the Mergers in exchange for a payment equal to the excess of the

amount of merger consideration payable in respect of the Class L Common Stock and SCCII preferred stock underlying each such appreciation unit over the applicable base price.

- (2) Represents the estimated value of the SunGard appreciation units based on the base price of such appreciation units and an estimated fair market value per unit of \$23.48 as determined by the SunGard Board on August 10, 2015. The actual value of the appreciation units will vary depending on the value of the merger consideration as of the effective time of the Mergers (which is determined in part by the value of FIS common stock at such time).
- (3) As of February 2015, Ms. Brab no longer serves as an executive officer of SunGard.

Table of Contents*Restricted Stock Units*

The Merger Agreement also provides that, at the effective time of the Mergers, all vested SunGard RSUs will be cancelled, and SunGard will deliver (or will cause the Surviving Company to deliver) in exchange for each cancelled vested SunGard RSU, a payment equal to the amount of merger consideration payable in respect of the Class L Common Stock and SCCII preferred stock underlying each such cancelled SunGard RSU. In addition, if the closing date of the Mergers occurs during 2015, a limited number of unvested performance-based SunGard RSUs granted prior to 2014, for which the performance and vesting periods will be completed by December 31, 2015 (including those held by Mr. Neral), will fully vest immediately prior to the effective time of the Mergers, and at the effective time, will be treated as vested SunGard RSUs as described herein. The foregoing payments will be comprised of cash and FIS common stock in the same ratio as paid to holders of Class L Common Stock and SCCII preferred stock.

The Merger Agreement also provides that, at the effective time of the Mergers, each unvested SunGard RSU outstanding immediately prior to the effective time of the Mergers will be converted into the number of Converted RSUs obtained by dividing the value of the aggregate merger consideration that would have been otherwise payable in respect of the Class L Common Stock and SCCII preferred stock underlying each such SunGard RSU (had such SunGard RSU been vested) by the Parent Measurement Price.

The unvested SunGard RSUs that will become Converted RSUs include performance-based SunGard RSUs granted by SunGard in 2014 and 2015 and unvested time-based SunGard RSUs. The performance-based SunGard RSUs are earned subject to SunGard's attainment of certain CAGRs based, in part, on SunGard's stock price during a three-year performance period ending in either 2017 or 2018, as applicable, except that in connection with a change in control, performance will be determined as of the closing date. The earned awards are further subject to a three-year time-based vesting condition that began on the grant date of such awards. In connection with the Mergers, the Compensation Committee, pursuant to its authority under the Plan and the applicable grant agreements, determined that it was appropriate to adjust the performance goals for the 2014 and 2015 performance-based SunGard RSUs to provide for 150% of the performance-based SunGard RSUs granted in 2014 to be earned and 100% of the performance-based SunGard RSUs granted in 2015 to be earned, contingent on consummation of the Mergers. These percentages were based on the Compensation Committee's best estimate of attainment of the CAGR performance goals for a majority of the performance-based SunGard RSUs granted in each of 2014 and 2015. The Compensation Committee estimated attainment of the CAGR performance goals based on SunGard stock performance through the date of the signing of the Merger Agreement and a projected closing date of December 1, 2015. The adjustments allowed the Compensation Committee to set the percentage of attainment of the CAGR performance goals prior to the closing date, so that CAGR performance would be measured without regard to future fluctuations in the price of FIS common stock or changes in the closing date. SunGard requested that certain members of the executive team enter into an agreement with SunGard acknowledging and agreeing to the foregoing adjustments to the performance-based SunGard RSUs. Certain members of the executive team entered into such an agreement with SunGard. Pursuant to the terms of the award agreements governing the SunGard RSUs, any SunGard RSUs which are earned, but do not vest, in connection with a change in control, which will become Converted RSUs subject to the same vesting terms, will vest in full if an executive officer is terminated without cause or for good reason, as applicable, prior to the date on which such earned SunGard RSUs are scheduled to vest.

Table of Contents

As of the date of this consent solicitation statement/prospectus, the executive officers held the following SunGard RSUs:

Executive Officer	Vested RSUs (#) ⁽¹⁾	Value of Vested RSUs (\$) ⁽²⁾	Converted RSUs (#) ⁽³⁾	Estimated Value of Converted RSUs (\$) ⁽⁴⁾	Estimated Value of All RSUs (\$) ⁽⁵⁾
Regina Brab ⁽⁶⁾	45,133	1,059,712	73,662	1,729,574	2,789,286
Christopher P. Breakiron	10,408	244,368	48,240	1,132,664	1,377,032
Marianne C. Brown	26,134	613,617	188,020	4,414,708	5,028,325
Patricia K. Cassidy	9,697	245,255	22,903	540,279	785,534
Vincent Coppola	41,446	1,053,033	71,234	1,683,996	2,737,029
Russell P. Fradin	48,442	1,137,421	629,294	14,775,826	15,913,248
Kevin J. McCurry	15,036	353,046	60,101	1,411,169	1,764,215
Charles J. Neral ⁽⁷⁾	153,916	4,056,838	133,597	3,180,669	7,237,507
Victoria E. Silbey	66,605	1,730,296	82,459	1,948,609	3,678,905
Brian A. Traquair	79,113	2,026,672	98,523	2,335,922	4,362,594

- (1) Represents the estimated number of previously vested SunGard RSUs and SunGard RSUs that will vest through December 1, 2015 or in connection with the Mergers.
- (2) Represents the estimated value of (i) the vested and vesting SunGard RSUs that will be cancelled in exchange for a payment equal to the amount of merger consideration payable in respect of the Class L Common Stock and SCCII preferred stock underlying such SunGard RSUs, based on an estimated fair market value per unit of \$23.48 as determined by the SunGard Board on August 10, 2015 and (ii) the dividend equivalents that will be paid in respect of vested SunGard RSUs on the closing date or in respect of Converted RSUs following the closing date.
- (3) Represents the estimated number of unvested SunGard RSUs that will be earned based on performance through the closing date and converted into the number of Converted RSUs obtained by dividing the value of the aggregate merger consideration that would have been otherwise payable in respect of the Class L Common Stock and SCCII preferred stock underlying each such SunGard RSU (had such SunGard RSU been vested) by the Parent Measurement Price. Pursuant to the Merger Agreement, the performance goals for the 2014 and 2015 performance-based SunGard RSUs were adjusted to provide for 150% of the performance-based SunGard RSUs granted in 2014 to be earned and 100% of the performance-based SunGard RSUs granted in 2015 to be earned, both contingent on consummation of the Mergers.
- (4) Represents the estimated value of (i) the unvested SunGard RSUs based on an estimated fair market value of \$23.48 per unit as determined by the SunGard Board on the date the Merger Agreement was approved. The actual value of the SunGard RSUs will vary depending on the value of the merger consideration as of the effective time of the Mergers (which is determined in part by the value of FIS common stock at such time) and (ii) the dividend equivalents that will be paid in respect of vested SunGard RSUs on the closing date or in respect of Converted RSUs following the closing date.
- (5) Represents the estimated aggregate value of the SunGard RSUs held by each executive officer, including dividend equivalents.
- (6) As of February 2015, Ms. Brab no longer serves as an executive officer of SunGard.
- (7) Pursuant to the Merger Agreement, if the closing date occurs in 2015, Mr. Neral's unvested performance-based SunGard RSU awards granted prior to 2014 for which the performance and vesting periods are completed by

December 31, 2015, will fully vest immediately prior to the effective time of the Mergers, and at the effective time, will be treated as vested SunGard RSUs.

Severance Arrangements with SunGard Executive Officers

Each of the executive officers, other than Mr. Traquair, is party to an employment agreement with SunGard. These employment agreements provide for severance benefits upon certain terminations of employment, including a termination without cause or, in some cases, for good reason (each as defined in the applicable employment agreement) and in Mr. Neral's case, an increased severance amount if the termination is in

Table of Contents

connection with a change in control. These severance benefits include payments or benefits of (i) a multiple of base salary and annual bonus, (ii) in certain cases, a pro-rata bonus for the year of termination, (iii) an amount equal to the cost of continued health care coverage, and (iv) in certain cases, other individual payments or benefits. The severance benefits Mr. Traquair would be entitled to receive upon a termination are based on SunGard's compensation plans and Canadian law, which generally provide him with one month's compensation for each year of completed service.

In addition, pursuant to the terms of the applicable award agreements, certain outstanding equity awards held by the executive officers would also vest if the executive officer was terminated without cause or for good reason, as applicable. The value of the equity awards held by the executive officers is described above on page 64 in Treatment of SunGard Equity-Based Awards Held by Executive Officers.

Assuming the closing of the Mergers occurred on December 1, 2015 and all of SunGard's executive officers had their employment terminated without cause on such date, they would be entitled to receive the estimated severance compensation amounts set forth below:

Executive Officer	Severance Payment
Regina Brab ⁽¹⁾	\$ 850,000
Christopher P. Breakiron	\$ 582,732
Marianne C. Brown ⁽²⁾	\$ 2,409,869
Patricia K. Cassidy	\$ 506,784
Vincent Coppola ⁽²⁾	\$ 1,121,286
Russell P. Fradin ⁽²⁾	\$ 7,085,758
Kevin J. McCurry	\$ 761,055
Charles J. Neral ⁽²⁾	\$ 2,850,984
Victoria E. Silbey ⁽²⁾	\$ 3,971,843
Brian A. Traquair ⁽³⁾	\$ 2,176,698

- (1) Value includes a payment of \$100,000 that Ms. Brab is entitled to under her employment agreement in lieu of any other payments for health and welfare benefits.
- (2) Value includes the pro-rata bonus that the executive officer would be entitled to receive pursuant to their applicable employment agreements.
- (3) Mr. Traquair's severance payment amount is based on him receiving 21 months' worth of his base salary and bonus, plus health care continuation and retirement savings plan costs. The Severance Payment amounts have been converted to U.S. dollars at the currency exchange rate (used for purposes of the Company's 2015 operating budget) of CAD 1 = USD 0.8922.

Retention and Transaction Bonuses

SunGard granted Mr. Breakiron a retention bonus opportunity of \$150,000 that will be earned if he remains employed through the later of the closing date of the Mergers and December 31, 2015 unless he is terminated for cause prior to such date. In addition, it is expected that SunGard will grant a transaction related bonus in the amount of \$250,000 to each of Ms. Cassidy, Mr. Neral and Ms. Silbey subject to the closing of the Mergers and other terms to be determined.

Directors and Officers Insurance and Indemnification

For six years following the effective time of Merger 1, FIS will cause the Surviving Company to indemnify and hold harmless the individuals who at any time prior to the effective time of Merger 1 were directors or officers of SunGard or any of its subsidiaries against any costs or expenses (including reasonable attorneys' fees), judgments, fines, losses, claims, damages or liabilities in connection with actions or omissions occurring at or prior to the effective time to the same extent such persons were entitled to indemnification in such capacities under the organizational documents of SunGard or its subsidiary, as applicable, and applicable law; and promptly advance expenses as incurred to such persons to the same extent such persons were entitled to such advancement in such capacities thereunder.

Table of Contents

Additionally, prior to the effective time of Merger 1, SunGard, or if SunGard is unable to, FIS will cause the Surviving Company to obtain and fully pay the premium for a non-cancellable extension of the directors' and officers' liability coverage of SunGard's existing directors' and officers' insurance policies and its existing fiduciary liability insurance policies, in each case for a claims reporting or discovery period of at least six years from and after the effective time of Merger 1 with respect to any claim occurring at or prior to the effective time of Merger 1 in an amount and scope at least as favorable as SunGard's existing policies. If such tail policies are not obtained, then the Surviving Company will maintain in effect its current D&O insurance in place as of the date of the Merger Agreement or FIS or the Surviving Company will cause to be obtained D&O insurance coverage for such matters for six years following the effective time. However, FIS and the Surviving Company will not be required to pay annual premiums in excess of 300% of the annual premium paid by SunGard for such insurance as of the date of the Merger Agreement.

Advisory Fee

Goldman Sachs is acting as one of the financial advisors to SunGard in connection with the Mergers. Pursuant to an engagement letter between SunGard and Goldman Sachs, SunGard has agreed to pay Goldman Sachs a transaction fee of \$23,000,000, all of which is payable upon consummation of the Mergers. Sanjeev K. Mehra, a director of SunGard, is also a Managing Director of Goldman Sachs.

FIS Reasons for the Mergers

FIS believes that the acquisition of SunGard will enable FIS to expand its reach and serve clients in growing and geographically diverse markets. The acquisition of SunGard will position FIS to offer a broad range of enterprise banking and capital markets capabilities to financial institutions and businesses globally. The acquisition of SunGard complements FIS' existing products and services and builds on prior strategic acquisitions such as FIS' acquisitions of Clear2Pay and Capco. In approving the Mergers and the other transactions contemplated by the Merger Agreement, the FIS board of directors considered a variety of factors related to these strategic priorities, including the following:

the addition of SunGard's solutions is expected to allow FIS to offer an even broader range of technology solutions in areas such as capital markets and asset management and will increase scale in North America and lead to modest expansion in Europe and Asia-Pacific;

the opportunity to address the respective client bases of FIS and SunGard and to strengthen the combined companies' global, regional and community cross-selling opportunities and strengthen FIS' presence in emerging markets; and

the transaction is expected to be accretive to FIS' adjusted earnings per share immediately following the closing of the Mergers.

The FIS board of directors also considered potential risks and potentially negative factors concerning the Mergers in connection with its deliberations on the Mergers and the other transactions contemplated by the Merger Agreement, including the following:

the increased debt to be incurred by FIS in connection with the Mergers;

FIS' ability to engage in additional acquisitions may be more limited after the Mergers;

the Mergers may face heightened regulatory scrutiny and the regulatory approval process could be protracted and result in remedies;

the anticipated synergies would be more difficult to achieve or would take longer to achieve than anticipated; and

the potential challenges of integrating FIS' and SunGard's operations.

The foregoing discussion of factors considered by the FIS board of directors is not intended to be exhaustive. In view of the wide variety of factors considered in connection with its evaluation of the acquisition

Table of Contents

and the complexity of these matters, the FIS board of directors did not find it useful, and did not attempt, to quantify, rank or otherwise assign any relative weights to the factors that it considered. In addition, individual members of the FIS board of directors may have given differing weights to different factors. The FIS board of directors conducted an overall review of the factors described above and other material factors, including through discussions with, and inquiry of, FIS management and outside legal and financial advisors, and considered the factors overall to be favorable to, and to support, its determination.

Effects of the Mergers; Merger Consideration

At the effective time of the Mergers, all shares of Class A Common Stock and SCCII common stock (in each case, other than any dissenting shares or shares of Class A Common Stock or SCCII common stock owned by FIS, any Merger Sub or any other subsidiary of FIS, or owned by SunGard, SCCII or any other subsidiary of SunGard) will be cancelled, and no payment will be made with respect to such shares.

At the effective time of the Mergers, each share of Class L Common Stock and SCCII preferred stock (in each case, other than any dissenting shares or shares of Class L Common Stock or SCCII preferred stock owned by FIS, any Merger Sub or any other subsidiary of FIS, or owned by SunGard, SCCII or any other subsidiary of SunGard) outstanding immediately prior to the effective time of the Mergers, together with all Vested SunGard Awards, will be cancelled and automatically converted into the right to receive a portion of the aggregate merger consideration consisting of:

44,663,899 shares of FIS common stock, less the number of shares of FIS common stock underlying unvested SunGard RSUs that will become Converted RSUs at the closing of the Mergers, which is referred to as the aggregate stock consideration in this consent solicitation statement/prospectus; and

\$2,288,700,000, less the amount of Excess Company Transaction Fees (as defined below), which sum is referred to as the aggregate adjusted cash consideration in this consent solicitation statement/prospectus and together with the aggregate stock consideration, the aggregate merger consideration.

The number of FIS shares that will be included in the assumed RSUs will vary based on the number of unvested SunGard RSUs as of the time of the Mergers and the FIS stock price as of shortly prior to the time of the Mergers. Based on the closing price of FIS common stock on the NYSE on September 4, 2015, which was \$67.06 per share, and assuming no change in the expected number of unvested SunGard RSUs, the number of shares underlying assumed RSUs would be equal to 2,409,729, and therefore the aggregate stock consideration in the Mergers would be equal to 42,254,175 shares of FIS common stock. The Excess Company Transaction Fees are equal to the amount by which certain expenses of SunGard and its subsidiaries in connection with the Mergers, including for fees of investment bankers and counsel, amounts payable to employees and third parties in connection with the change of control, and certain amounts paid to affiliates of the Sponsor Stockholders under the Amended and Restated Management Agreement, dated March 31, 2014 (the Management Agreement), by and among the SunGard Parties and certain affiliates of the Sponsor Stockholders in connection with the change of control, among others, exceed \$25 million (the Excess Company Transaction Fees). Although the final amount of Excess Company Transaction Fees has not yet been determined, SunGard has advised FIS that it currently believes the amount of Company Excess Transaction Fees will be approximately \$50 million, resulting in aggregate cash consideration of approximately \$2.238 billion, although the actual amount of Excess Company Transaction Fees is likely to be higher or lower. SunGard has advised FIS that the affiliates of the Sponsor Stockholders party to the Management Agreement intend to waive any transaction fee they may be entitled to under the Management Agreement in connection with the Mergers.

The aggregate merger consideration will be allocated among holders of Class L Common Stock, SCCII preferred stock and Vested SunGard Awards. The precise amount of the consideration to be paid to each such holder will vary, depending on the closing date, the amount of the aggregate adjusted cash consideration and the number of shares of Class L Common Stock, SCCII preferred stock and Vested SunGard Awards outstanding immediately prior to the effective time of the Mergers.

Table of Contents

For illustrative purposes only, assuming that (i) the closing of the Mergers occurs on December 1, 2015, (ii) the capitalization of SunGard and SCCII as of the closing remains the same as it was on July 31, 2015 (the date as of which SunGard made representations in the Merger Agreement), other than for the net after-tax exercise and/or settlement of any Vested SunGard Awards which are scheduled to expire and SunGard RSUs which are scheduled for distribution, in each case, following the date as of which such representation was made and prior to December 1, 2015, (iii) the Parent Measurement Price as of the closing was \$70 per share, and (iv) for the purpose of calculating the aggregate adjusted cash consideration, that at the closing of the Mergers the amount of the Excess Company Transaction Fees equaled \$50 million, each SunGard stockholder would receive an estimated (a) \$60.15 in cash and 0.788532 shares of FIS common stock for each share of Class L Common Stock and (b) \$55.10 in cash and 2.361531 shares of FIS common stock for each share of SCCII preferred stock. By comparison, based on the foregoing assumptions but assuming that the Parent Measurement Price was instead \$60 per share, each SunGard stockholder would receive (a) \$74.89 in cash and 0.440947 shares of FIS common stock for each share of Class L Common Stock and (b) 3.673492 shares of FIS common stock for each share of SCCII preferred stock.

FIS will not issue fractional shares of FIS common stock in the Mergers. As a result, SunGard stockholders will receive cash for any fractional share of FIS common stock that they would otherwise be entitled to receive in the Mergers. After the Mergers are completed, SunGard stockholders will have only the right to receive the merger consideration, any cash in lieu of such fractional shares of FIS common stock and any dividends or other distributions with respect to shares of FIS common stock and with a record date occurring after the effective time of the Mergers or, in the case of SunGard stockholders that properly exercise and perfect appraisal rights, the right to receive the fair market value for such shares.

If a change in the outstanding shares of capital stock of FIS occurs prior to the effective time of the Mergers by reason of any reclassification, recapitalization, share split or combination, exchange or readjustment of shares, share dividend or share distribution, any number or amount contained in the Merger Agreement which is based on the price of FIS common stock or the number of shares of FIS common stock will be appropriately adjusted to reflect such reclassification, recapitalization, share split or combination, exchange or readjustment of shares, share dividend or share distribution and to provide to the holders of Consolidated Capital Stock as of immediately prior to the effective time of the Mergers the same economic effect as contemplated by the Merger Agreement prior to such event. Unless a change in the outstanding shares of capital stock of FIS occurs prior to the effective time of the Mergers by reason of any reclassification, recapitalization, share split or combination, exchange or readjustment of shares, share dividend or share distribution, in no event will FIS be obligated to issue any shares of FIS common stock in excess of the aggregate stock consideration in connection with the Mergers.

For a full description of the merger consideration, see the section titled "The Merger Agreement - Effects of the Mergers; Merger Consideration" beginning on page 78 of this consent solicitation statement/prospectus.

Treatment of SunGard Equity-Based Awards in the Merger

Pursuant to the terms of the Merger Agreement, SunGard equity-based awards held by SunGard's employees (including its executive officers), former employees, directors and consultants that are outstanding immediately prior to the effective time of the Mergers will be subject to the following treatment.

The Merger Agreement provides that, immediately prior to the effective time of the Mergers, each unvested SunGard stock option and each unvested SunGard appreciation unit (other than any underwater stock option or appreciation unit) outstanding immediately prior to the effective time of the Mergers will fully vest. At the effective time of the Mergers, all vested SunGard stock options and SunGard appreciation units will be cancelled, and SunGard will deliver (or will cause the Surviving Company to deliver) in exchange for each cancelled SunGard stock option and SunGard

appreciation unit (other than any underwater stock option or appreciation unit), a payment equal to the excess of the amount of merger consideration payable in respect of the Class L

Table of Contents

Common Stock and SCCII preferred stock underlying each such cancelled option and appreciation unit over the applicable exercise price or base price. The foregoing payments will be comprised of cash and FIS common stock in the same ratio as paid to holders of Class L Common Stock and SCCII preferred stock. All SunGard stock options and SunGard appreciation units that are underwater stock options and appreciation units will be cancelled for no consideration at the effective time of the Mergers.

The Merger Agreement also provides that, at the effective time of the Mergers, all vested SunGard RSUs will be cancelled, and SunGard will deliver (or will cause the Surviving Company to deliver) in exchange for each cancelled vested SunGard RSU, a payment equal to the amount of merger consideration payable in respect of the Class L Common Stock and SCCII preferred stock underlying each such cancelled SunGard RSU. If the closing date occurs in 2015, a limited number of unvested SunGard RSUs granted prior to 2014 for which the performance and vesting periods will be completed by December 31, 2015 will be fully vested immediately prior to the effective time of the Mergers, and at the effective time, will be treated as vested SunGard RSUs as described herein. The foregoing payments will be comprised of cash and FIS common stock in the same ratio as paid to holders of Class L Common Stock and SCCII preferred stock.

The Merger Agreement also provides that, at the effective time of the Mergers, each unvested SunGard RSU outstanding immediately prior to the effective time of the Mergers will be converted into the number of Converted RSUs obtained by dividing the value of the aggregate merger consideration that would have been otherwise payable in respect of the Class L Common Stock and SCCII preferred stock underlying each such SunGard RSU had such SunGard RSU been vested by the Parent Measurement Price.

The unvested SunGard RSUs that will become Converted RSUs include performance-based SunGard RSUs granted by SunGard in 2014 and 2015. These SunGard RSUs are earned subject to SunGard's attainment of certain CAGRs based, in part, on SunGard's stock price during a three-year performance period ending in either 2017 or 2018, as applicable, except that in connection with a change in control, performance is determined as of the closing date. The earned awards are further subject to a three-year time-based vesting condition that begins on the grant date. In connection with the Mergers, the Compensation Committee, pursuant to its authority under the Plan and the applicable grant agreements, determined that it was appropriate to adjust the performance goals for the 2014 and 2015 performance-based RSUs to provide for 150% of the performance-based SunGard RSUs granted in 2014 to be earned and 100% of the performance-based SunGard RSUs granted in 2015 to be earned, contingent on consummation of the Mergers. These percentages were based on the Compensation Committee's best estimate of attainment of the CAGR performance goals for a majority of the performance-based SunGard RSUs granted in each of 2014 and 2015. The Compensation Committee estimated attainment of the CAGR performance goals based on SunGard stock performance through the date of the signing of the Merger Agreement and a projected closing date of December 1, 2015. The adjustments allowed the Compensation Committee to set the percentage of attainment of the CAGR performance goals prior to the closing date, so that CAGR performance would be measured without regard to future fluctuations in the price of FIS common stock or changes in the closing date. SunGard requested that members of the executive team enter into an agreement with SunGard acknowledging and agreeing to the foregoing adjustments to the performance-based SunGard RSUs. Each member of the executive team entered into such an agreement with SunGard.

Ownership of FIS Following the Mergers

Based on the number of shares of FIS common stock outstanding on June 30, 2015, immediately after completion of the Mergers, SunGard stockholders and holders of SunGard and SCCII equity-based awards immediately prior to the Mergers are expected to own, in the aggregate, approximately 13% of the then-outstanding shares of FIS common stock.

The Mergers will not affect the continuing ownership by FIS stockholders of shares of FIS common stock owned prior to the effective time of the Mergers. Accordingly, FIS stockholders will hold the same number of shares of FIS common stock that they held immediately prior to the Mergers. However, because FIS will be issuing new shares of FIS common stock to SunGard stockholders and holders of SunGard and SCCII equity-based awards

Table of Contents

in the Mergers, each outstanding share of FIS common stock immediately prior to the Mergers will represent a smaller percentage of the total number of shares of FIS common stock outstanding after the Mergers. It is expected that FIS stockholders immediately prior to the Mergers will hold approximately 87% of the total FIS common stock outstanding upon completion of the Mergers.

Board of Directors and Management of FIS After the Mergers

The directors and officers of FIS immediately prior to the effective time of the Mergers will continue to be directors and officers of FIS immediately following the Mergers. Information about current directors and executive officers of FIS, including biographical information, executive compensation and stock ownership, can be found in FIS proxy statement for the 2015 annual meeting of FIS stockholders and Annual Report on Form 10-K for the fiscal year ended December 31, 2014, as updated by the Current Report on Form 8-K dated May 8, 2015, all of which are filed with the SEC and incorporated by reference into this consent solicitation statement/prospectus. See the section titled, *Where You Can Find Additional Information* beginning on page 181 of this consent solicitation statement/prospectus.

Regulatory Matters

SunGard and FIS have agreed to use their reasonable best efforts, subject to certain limitations, to obtain all regulatory approvals required to consummate the Mergers, and in connection therewith, to take any action that would not have a material adverse effect on (i) SunGard and its subsidiaries, taken as a whole, or (ii) FIS and its subsidiaries, taken as a whole, assuming FIS and its subsidiaries were, in the aggregate, the same size as SunGard and its subsidiaries.

United States Antitrust. Under the Hart-Scott Rodino Antitrust Improvements Act of 1976, as amended, and related rules (collectively, the HSR Act), certain transactions, including the Mergers, may not be completed until notifications have been filed with the Premerger Notification Office of the Federal Trade Commission and with the Antitrust Division of the Department of Justice and until all statutory waiting periods have expired or terminated. FIS and SunGard filed the Notification and Report Forms with the Premerger Notification Office and the Antitrust Division on August 21, 2015. The FTC granted early termination of the waiting period on September 2, 2015.

European Union Competition Law. Both FIS and SunGard conduct business in certain Member States of the European Union. The EU Merger Regulation requires notification to and approval by the European Commission of specific mergers or acquisitions involving parties with worldwide sales and individual European Union sales exceeding specified thresholds before such mergers and acquisitions can be implemented. On September 22, 2015, FIS filed a Form CO with the European Commission. The European Commission has identified October 27, 2015, as the provisional date on which the initial waiting period will expire and by which date a decision by the European Commission on the Mergers is expected. That decision will either clear the Mergers, which may (or may not) be conditional upon satisfaction of the parties' undertakings (if any), or declare that the Mergers require a Stage Two investigation. If the Mergers are subjected to a Stage Two investigation, an additional waiting period will apply after which the European Commission will either clear the Mergers, which may (or may not) be conditional upon satisfaction of the parties' undertakings (if any), or declare the Mergers to be incompatible with the common market (if the European Commission finds that the Mergers would significantly impede effective competition in the common market or in a substantial part of it), in which case the Mergers cannot be implemented unless the European Commission's decision can be successfully challenged before the European courts in a timely manner.

South African Competition Law. Both FIS and SunGard conduct business in South Africa. The Competition Act 89 of 1998, as amended, requires the prior notification to the Competition Commission of mergers classified as intermediate or large on the basis of specified thresholds of combined annual turnover or assets. On

Table of Contents

August 31, 2015, the parties submitted a notification to the Competition Commission of the Mergers as an intermediate transaction. The Competition Commission approved the Mergers without conditions on September 15, 2015.

United Kingdom Financial Conduct Authority. Notification of the Mergers was filed on August 21, 2015 with the FCA pursuant to section 178 of the United Kingdom Financial Services and Markets Act 2000 because a SunGard subsidiary is authorized and regulated by the FCA. Approval of the FCA for a change of controller pursuant to such a notification is required prior to completion of the Mergers. The FCA granted approval on September 10, 2015, effective for a three month period which may be extended on request.

Financial Industry Regulatory Authority. A SunGard subsidiary is a U.S. registered broker-dealer. Accordingly, a continuing member application for a change in indirect ownership was filed on August 14, 2015 in connection with the Mergers pursuant to Rule 1017 of the NASD Rules, which are administered by FINRA. This Rule 1017 provides that a FINRA member entity must file an application for approval of a change in the equity ownership of the member that results in one person or entity directly or indirectly owning or controlling 25% or more of the equity capital of such member. FINRA approved the continuing membership application on September 2, 2015.

Other Laws. In addition to the regulatory approvals described above, notifications of the Mergers may be filed with other governmental agencies for their review and approval under foreign regulatory laws, such as foreign merger control laws. It is possible that any of the governmental entities with which filings may be made may seek various forms of relief with respect to the Mergers.

General. In connection with obtaining the approval of all necessary governmental authorities to complete the Mergers, including, but not limited to, the governmental authorities specified above, there can be no assurance that:

governmental authorities will not impose any conditions on the granting of their approval and, if such conditions are imposed, that FIS and SunGard will be able to satisfy or comply with such conditions;

compliance or non-compliance will not have adverse consequences on FIS and SunGard after completion of the Mergers; or

the required regulatory approvals will be obtained within the time frame contemplated by FIS and SunGard or on terms that will be satisfactory to FIS and SunGard.

FIS and SunGard cannot assure you that a challenge to the Mergers will not be made or that, if a challenge is made, it will not prevail. See the section titled, *The Merger Agreement – Conditions to Completion of the Mergers* beginning on page 92 of this consent solicitation statement/prospectus.

Accounting Treatment

FIS and SunGard prepare their financial statements in accordance with GAAP. The Mergers will be accounted for in accordance with FASB ASC Topic 805, Business Combinations, with FIS considered as the accounting acquirer and SunGard as the accounting acquiree. Accordingly, consideration to be given by FIS to complete the Mergers with SunGard will be allocated to assets and liabilities of SunGard based on their estimated fair values as of the completion date of the Mergers, with any excess merger consideration being recorded as goodwill.

Listing of FIS Common Stock

It is a condition to the completion of the Mergers that the shares of FIS common stock issuable in the Mergers be authorized for listing on the NYSE upon official notice of issuance.

Table of Contents**Appraisal Rights**

Under the DGCL, if a holder of capital stock of SunGard does not wish to accept the merger consideration provided for in the Merger Agreement and the Mergers are consummated, such stockholder has the right to seek appraisal of his, her or its shares of capital stock of SunGard and to receive payment in cash for the fair value of his, her or its shares of capital stock of SunGard exclusive of any element of value arising from the accomplishment or expectation of the Mergers, as determined by the Delaware Court of Chancery, together with interest, if any, to be paid upon the amount determined to be the fair value of such shares of capital stock of SunGard. These rights are known as appraisal rights. The fair value of such shares of capital stock of SunGard as determined by the Delaware Court of Chancery may be more or less than, or the same as, the merger consideration that a stockholder of record is otherwise entitled to receive for the same number of shares of capital stock of SunGard under the terms of the Merger Agreement. Holders of capital stock of SunGard who elect to exercise appraisal rights must comply with the provisions of Section 262 of the DGCL to perfect their rights. Strict compliance with the statutory procedures in Section 262 of the DGCL is required. **A holder of capital stock of SunGard who wishes to exercise appraisal rights, or preserve the ability to do so, must not deliver a signed written consent adopting the Merger Agreement, or deliver a signed consent without indicating a decision on the Merger Agreement proposal. Any signed written consent returned without indicating a decision on the Merger Agreement proposal will be counted as approving the Merger Agreement proposal.**

This section is intended only as a brief summary of the material provisions of the Delaware statutory procedures that a SunGard stockholder must follow in order to seek and perfect appraisal rights. This summary, however, is not a complete statement of all applicable requirements and the law pertaining to appraisal rights under the DGCL, and is qualified in its entirety by reference to Section 262 of the DGCL, the full text of which is attached as Annex J to this consent solicitation statement/prospectus. The following summary does not constitute any legal or other advice, nor does it constitute a recommendation that stockholders exercise their appraisal rights under Section 262 of the DGCL. Unless otherwise noted, all references in this summary to stockholders or you are to the record holders of shares of capital stock of SunGard immediately prior to the effective time of the Mergers as to which appraisal rights are asserted. **A person having a beneficial interest in shares of capital stock of SunGard held of record in the name of another person must act promptly to cause the record holder to follow the steps summarized below properly and in a timely manner to perfect appraisal rights.**

Section 262 of the DGCL requires that where a merger agreement is adopted by a written consent of stockholders in lieu of a meeting of stockholders, certain stockholders must be given notice that appraisal rights are available. A copy of Section 262 of the DGCL must be included with such notice. The notice must be provided after the Mergers are approved and no later than 10 days after the effective time of the Mergers. Only those SunGard stockholders who did not submit a written consent adopting the Merger Agreement and who have otherwise complied with Section 262 of the DGCL are entitled to receive such notice. The notice may be given by SunGard, if sent prior to the effective time of the Mergers, or the Surviving Company in the Mergers, if given after the effective time of the Mergers. If given at or after the effective time of the Mergers, the notice must also specify the effective time of the Mergers; otherwise, a supplementary notice will provide this information.

Following SunGard's receipt of sufficient written consents to adopt the Merger Agreement, SunGard will send all non-consenting SunGard stockholders who satisfy the other statutory conditions the notice regarding the receipt of such written consents and the availability of appraisal rights. A SunGard stockholder electing to exercise his, her or its appraisal rights will need to take action at that time, in response to such notice, but this description is being provided to all SunGard stockholders now so you can determine whether you wish to preserve your ability to demand appraisal rights in the future in response to such notice.

In order to preserve your right to receive notice and to demand appraisal rights, you must not deliver a written consent adopting the Merger Agreement, or deliver a signed written consent without indicating a decision on the Merger Agreement proposal. Consents that are executed and delivered without indicating a decision on the Merger Agreement proposal will be counted as approving the Merger Agreement proposal, which will also

Table of Contents

eliminate any appraisal rights. As described below, you must also continue to hold your shares through the effective time of the Mergers.

If you elect to demand appraisal of your shares of capital stock of SunGard, you must deliver to SunGard or the Surviving Company, as applicable, at the specific address which will be included in the notice of appraisal rights, a written demand for appraisal of your shares of capital stock of SunGard within 20 days after the date of the mailing of such notice. **Do not submit a demand before the date of the notice of appraisal rights, because under Delaware case law, a demand that is made before the date of such notice may not be effective to perfect your appraisal rights.**

A holder of shares of capital stock of SunGard wishing to exercise appraisal rights must hold of record the shares of capital stock of SunGard on the date the written demand for appraisal is made. In addition, a holder must continue to hold of record the shares of capital stock of SunGard through the effective time of the Mergers. Appraisal rights will be lost if your shares of capital stock of SunGard are transferred prior to the effective time of the Mergers. If you are not the stockholder of record, you will need to follow special procedures as discussed further below.

If you and/or the record holder of your shares of capital stock of SunGard fail to comply with all of the conditions required by Section 262 of the DGCL to perfect your appraisal rights, and the Mergers are completed, you (assuming that you hold your shares through the effective time of the Mergers) will be entitled to receive payment for your shares of capital stock of SunGard as provided for in the Merger Agreement, but you will have no appraisal rights with respect to such shares of capital stock.

In order to satisfy Section 262 of the DGCL, a demand for appraisal in respect of shares of capital stock of SunGard must reasonably inform SunGard or the Surviving Company, as applicable, of the identity of the stockholder of record and his, her or its intent to seek appraisal rights. The demand for appraisal should be executed by or on behalf of the holder of record of the shares of capital stock of SunGard, fully and correctly, as the stockholder's name appears on the SunGard stock certificate(s), as applicable, should specify the stockholder's name and mailing address and the number of shares registered in the stockholder's name, and must state that the person intends thereby to demand appraisal of the stockholder's shares of capital stock of SunGard in connection with the Mergers. The demand cannot be made by the beneficial owner of shares of capital stock of SunGard if such beneficial owner does not also hold of record such shares of capital stock. The beneficial owner of shares of capital stock of SunGard must, in such cases, have the holder of record of such shares of capital stock submit the required demand in respect of such shares.

If shares of capital stock of SunGard are held of record by a person other than the beneficial owner, including a fiduciary (such as a trustee, guardian or custodian) or other nominee, a demand for appraisal must be executed by such record holder. If the shares of capital stock of SunGard are held of record by more than one person, as in a joint tenancy or tenancy in common, the demand should be executed by or for all joint owners. An authorized agent, including an authorized agent for two or more joint owners, may execute the demand for appraisal for a SunGard stockholder; however, the agent must identify the record holder or holders and expressly disclose the fact that, in executing the demand, he, she or it is acting as agent for the record holder or holders. A record holder who holds shares of capital stock of SunGard as a nominee for others, may exercise his, her or its right of appraisal with respect to such shares of capital stock held for one or more beneficial owners, while not exercising this right for other beneficial owners. In that case, the written demand should state the number of shares of capital stock of SunGard as to which appraisal is sought. Where no number of shares of capital stock of SunGard is expressly mentioned, the demand for appraisal will be presumed to cover all shares of capital stock of SunGard held in the name of the record holder.

At any time within 60 days after the effective time of the Mergers, any stockholder who has not commenced an appraisal proceeding or joined a proceeding as a named party may withdraw the demand for appraisal and accept the

merger consideration for his, her or its shares of capital stock of SunGard by delivering to the

Table of Contents

Surviving Company a written withdrawal of the demand for appraisal. However, any such attempt to withdraw the demand made more than 60 days after the effective time of the Mergers will require written approval of the Surviving Company. Unless the demand for appraisal is properly withdrawn by the stockholder who has not commenced an appraisal proceeding or joined that proceeding as a named party within 60 days after the effective time of the Mergers, no appraisal proceeding in the Delaware Court of Chancery will be dismissed as to any SunGard stockholder without the approval of the Delaware Court of Chancery, and such approval may be conditioned upon such terms as the court deems just. If the Surviving Company does not approve a request to withdraw a demand for appraisal when that approval is required, or if the Delaware Court of Chancery does not approve the dismissal of an appraisal proceeding, the stockholder will be entitled to receive only the appraised value determined in any such appraisal proceeding, which value could be less than, equal to or more than the merger consideration for his, her or its shares of capital stock of SunGard.

Within 120 days after the effective time of the Mergers, but not thereafter, either the Surviving Company or any stockholder who has complied with the requirements of Section 262 of the DGCL and is entitled to appraisal rights under Section 262 of the DGCL may commence an appraisal proceeding by filing a petition in the Delaware Court of Chancery demanding a determination of the fair value of the shares of capital stock of SunGard held by all stockholders entitled to appraisal. Upon the filing of such a petition by a stockholder, service of a copy of such petition shall be made upon the Surviving Company. FIS has no present intent to cause SunGard to file such a petition and has no obligation to cause such a petition to be filed, and stockholders should not assume that the Surviving Company will file a petition. Accordingly, the failure of a stockholder to file such a petition within the period specified could nullify his, her or its previous written demand for appraisal. In addition, within 120 days after the effective time of the Mergers, any stockholder who has properly filed a written demand for appraisal and who did not submit a written consent adopting the Merger Agreement, upon written request, will be entitled to receive from the Surviving Company a statement setting forth the aggregate number of shares of capital stock of SunGard for which a written consent adopting the Merger Agreement was not submitted and with respect to which demands for appraisal have been received, and the aggregate number of holders of such shares. The statement must be mailed within 10 days after such written request has been received by the Surviving Company or within 10 days after the expiration of the period for delivery of demands for appraisal, whichever is later. A person who is the beneficial owner of shares of capital stock of SunGard held either in a voting trust or by a nominee on behalf of such person may, in such person's own name, file a petition for appraisal or request from the Surviving Company such statement.

If a petition for appraisal is duly filed by a stockholder and a copy of the petition is served upon the Surviving Company, then the Surviving Company will be obligated, within 20 days after receiving service of a copy of the petition, to file with the Delaware Register in Chancery a duly verified list containing the names and addresses of all stockholders who have demanded an appraisal of their shares of capital stock of SunGard and with whom agreements as to the value of their shares of capital stock of SunGard have not been reached. After notice to stockholders who have demanded appraisal, if such notice is ordered by the Delaware Court of Chancery, the Delaware Court of Chancery is empowered to conduct a hearing upon the petition and to determine those stockholders who have complied with Section 262 of the DGCL and who have become entitled to the appraisal rights provided by Section 262 of the DGCL. The Delaware Court of Chancery may require stockholders who have demanded payment for their shares of capital stock of SunGard to submit their stock certificates to the Delaware Register in Chancery for notation of the pendency of the appraisal proceedings, and if any stockholder fails to comply with that direction, the Delaware Court of Chancery may dismiss the proceedings as to that stockholder.

After determination of the stockholders entitled to appraisal of their shares of capital stock of SunGard, the Delaware Court of Chancery will appraise such shares of capital stock, determining their fair value as of the effective time of the Mergers after taking into account all relevant factors exclusive of any element of value arising from the accomplishment or expectation of the Mergers, together with interest, if any, to be paid upon the amount determined

to be the fair value. When the fair value has been determined, the Delaware Court of Chancery will direct the payment of such value upon surrender by those stockholders of the SunGard stock

Table of Contents

certificates, representing their shares of capital stock of SunGard. Unless the court in its discretion determines otherwise for good cause shown, interest from the effective time of the Mergers through the date of payment of the judgment will be compounded quarterly and will accrue at 5% over the Federal Reserve discount rate (including any surcharge) as established from time to time during the period between the effective time of the Mergers and the date of payment of the judgment.

In determining fair value, the court is required to take into account all relevant factors. In *Weinberger v. UOP, Inc.*, the Delaware Supreme Court discussed the factors that could be considered in determining fair value in an appraisal proceeding, stating that proof of value by any techniques or methods which are generally considered acceptable in the financial community and otherwise admissible in court should be considered and that fair price obviously requires consideration of all relevant factors involving the value of a company. The Delaware Supreme Court has stated that in making this determination of fair value, the court must consider market value, asset value, dividends, earnings prospects, the nature of the enterprise and any other facts that could be ascertained as of the date of the Mergers and that throw any light on future prospects of the merged corporation. Section 262 of the DGCL provides that fair value is to be exclusive of any element of value arising from the accomplishment or expectation of the merger. In *Cede & Co. v. Technicolor, Inc.*, the Delaware Supreme Court stated that such exclusion is a narrow exclusion that does not encompass known elements of value, but which rather applies only to the speculative elements of value arising from such accomplishment or expectation. In *Weinberger*, the Delaware Supreme Court construed Section 262 of the DGCL to mean that elements of future value, including the nature of the enterprise, which are known or susceptible of proof as of the date of the merger and not the product of speculation, may be considered. In addition, Delaware courts have decided that the statutory appraisal remedy, depending on factual circumstances, may or may not be a dissenting stockholder's exclusive remedy.

Holders of SCCII preferred stock are also technically entitled to appraisal rights under Section 262 of the DGCL. The foregoing discussion is also generally applicable to the SCCII preferred stock. However, because no vote of holders of such stock is being solicited, the discussion above with respect to delivery of written consents is not applicable. In addition, with respect to preferred stock such as the SCCII preferred stock, Delaware courts have held that if the issuer's certificate of incorporation defines what holders are entitled to receive upon a merger, then that is the maximum amount such holders are entitled to pursuant to their appraisal rights. The amended and restated certificate of incorporation of SCCII calls for holders of its preferred stock to receive the aggregate liquidation preference of their shares of such stock together with all accrued and unpaid dividends upon a merger such as the Mergers. The Merger Agreement in turn calls for holders of SCCII preferred stock to receive this same amount, in shares of FIS common stock and cash. Accordingly, there should be no practical ability for stockholders to recover any amount pursuant to appraisal rights with respect to SCCII preferred stock.

No representation is made as to the outcome of the appraisal of fair value as determined by the court and stockholders should recognize that such an appraisal could result in a determination of a value lower than, or the same as, the merger consideration. Moreover, none of SunGard, SCCII or FIS anticipates offering more than the merger consideration to any stockholder exercising appraisal rights and SunGard, SCCII and FIS reserve the right to assert, in any appraisal proceeding, that, for purposes of Section 262 of the DGCL, the fair value of a share of capital stock of SunGard or SCCII is less than the per share merger consideration.

Costs of the appraisal proceeding (which do not include attorneys' fees or the fees and expenses of experts) may be determined by the Delaware Court of Chancery and imposed upon the Surviving Company and the stockholders participating in the appraisal proceeding by the Delaware Court of Chancery, as it deems equitable in the circumstances. Each stockholder seeking appraisal is responsible for his, her or its attorneys' and expert witness expenses, although, upon the application of a stockholder, the Delaware Court of Chancery could order all or a portion of the expenses incurred by any stockholder in connection with the appraisal proceeding, including, without

limitation, reasonable attorneys' fees and the fees and expenses of experts used in the appraisal proceeding, to be charged pro rata against the value of all shares of capital stock of SunGard and SCCII entitled to appraisal. Any stockholder who has duly demanded appraisal in compliance with Section 262 of the

Table of Contents

DGCL will not, after the effective time of the Mergers, be entitled to vote shares of capital stock of SunGard or SCCII subject to that demand for any purpose or to receive payments of dividends or any other distributions with respect to those shares of such capital stock, other than with respect to payments as of a record date prior to the effective time of the Mergers. However, if no petition for appraisal is filed within 120 days after the effective time of the Mergers, or if a stockholder otherwise fails to perfect his, her or its appraisal rights, successfully withdraws his, her or its demand for appraisal or loses his, her or its right to appraisal, then the right of that stockholder to appraisal will cease and that stockholder will only be entitled to receive the merger consideration for his, her or its shares of capital stock of SunGard and SCCII pursuant to the Merger Agreement.

FAILING TO FOLLOW PROPER STATUTORY PROCEDURES WILL RESULT IN LOSS OF YOUR APPRAISAL RIGHTS. In view of the complexity of Section 262 of the DGCL, holders of capital stock of SunGard or SCCII who may wish to pursue appraisal rights should consult their legal and financial advisors.

Restrictions on Sales of Shares of FIS Common Stock Received in the Mergers

The shares of FIS common stock to be issued in connection with the Mergers will be freely transferable under the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder (collectively, the Securities Act), and the Exchange Act, except for shares issued to any stockholder who may be deemed to be an affiliate of FIS for purposes of Rule 144 under the Securities Act. Persons who may be deemed to be affiliates include individuals or entities that control, are controlled by, or are under common control with FIS and may include the executive officers, directors and significant stockholders of FIS. This consent solicitation statement/prospectus does not cover resales of FIS common stock received by any person upon completion of the Mergers, and no person is authorized to make use of this consent solicitation statement/prospectus in connection with any such resale.

The Support and Standstill Agreements include certain restrictions on transfers of the shares of FIS common stock by any of the Sponsor Stockholders, subject to certain exceptions. For a full description of the transfer restrictions in the Support and Standstill Agreements see the section titled, Material Contracts Between the Parties The Support and Standstill Agreements beginning on page 97 of this consent solicitation statement/prospectus.

Material United States Federal Income Tax Consequences of the Transaction

The following is a summary of the material United States federal income tax consequences of the Mergers to U.S. Holders of SunGard common stock or SCCII preferred stock whose shares are converted into the right to receive the merger consideration under the Mergers. This summary is based on the Code, applicable Treasury regulations, and related administrative and judicial interpretations, each as in effect as of the date hereof. Future legislation, regulations, administrative interpretations and court decisions could change current law or adversely affect interpretations of current law. Any change could apply retroactively. None of SunGard, SCCII or FIS has requested, or plans to request, any rulings from the Internal Revenue Service (IRS) concerning the tax treatment of the Mergers. This summary assumes that holders of shares of SunGard common stock and SCCII preferred stock hold such shares as capital assets. This summary does not address all of the tax consequences that may be relevant to particular holders in light of their personal circumstances, or to other types of holders, including, without limitation:

banks, insurance companies or other financial institutions;

mutual funds;

broker-dealers;

traders;

expatriates;

Table of Contents

partnership, S corporations, or other pass-through entities;

tax-exempt organizations;

persons who are investors in a pass-through entity;

persons who are subject to alternative minimum tax;

persons who hold their shares of common stock as a position in a straddle or as part of a hedging or conversion transaction;

persons deemed to sell their shares of common stock under the constructive sale provisions of the Code;

persons who perfect appraisal rights;

persons who have a functional currency other than the United States dollar;

persons who acquired their shares of SunGard common stock or SCCII preferred stock upon the exercise of stock options or otherwise as compensation; or

persons who actually or constructively own 5% or more of the outstanding shares of SunGard common stock or SCCII preferred stock.

In addition, this discussion does not address any alternative minimum tax, United States federal estate, gift or other non-income tax, or any state, local or foreign tax consequences of the Mergers.

ALL SUNGARD AND SCCII STOCKHOLDERS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS REGARDING THE UNITED STATES FEDERAL INCOME TAX CONSEQUENCES OF THE MERGERS IN LIGHT OF THEIR PARTICULAR SITUATIONS, AS WELL AS ANY CONSEQUENCES ARISING UNDER THE LAW OF ANY STATE, LOCAL OR NON-U.S. JURISDICTION.

For purposes of this discussion, a U.S. Holder means a beneficial owner of SunGard common stock or SCCII preferred stock who is:

a citizen or individual resident of the United States;

a corporation or an entity treated as a corporation for United States federal income tax purposes, created or organized in or under the laws of the United States or any political subdivision of the United States (including the District of Columbia);

an estate, the income of which is subject to United States federal income taxation regardless of its source; or

a trust (a) the administration over which a United States court can exercise primary supervision and (b) all of the substantial decisions of which one or more United States persons have the authority to control and certain other trusts considered United States persons for United States federal income tax purposes.

If a partnership (including for this purpose any entity or arrangement treated as a partnership for United States federal income tax purposes) holds SunGard common stock or SCCII preferred stock, the tax treatment of a partner in the partnership will generally depend upon the status of the partner and the activities of the partnership. If you are a partner of a partnership holding SunGard common stock or SCCII preferred stock, you should consult your tax advisor regarding the tax consequences of the Mergers.

Table of Contents

General

It is expected that Merger 2 together with the Follow-On Merger 2 will qualify for United States federal income tax purposes as a reorganization within the meaning of Section 368(a) of the Code, and it is possible that Merger 1 together with the Follow-On Merger 1 will also separately so qualify. However, there can be no assurance that this will be the case. For example, if the Parent Measurement Price is less than \$62.63, then it is likely that Merger 1 together with the Follow-On Merger 1 will not constitute a tax-free reorganization for United States federal income tax purposes under the Code.

The following summary assumes that each of (i) Merger 1 together with the Follow-On Merger 1, and (ii) Merger 2 together with the Follow-On Merger 2, will be a tax-free reorganization for United States federal income tax purposes under the Code, and each of SunGard, SCCII, the Surviving Company and FIS will be a party to the reorganization within the meaning of Section 368(b) of the Code.

United States Federal Income Tax Consequences to SunGard, SCCII and FIS

None of SunGard, SCCII, the Surviving Company or FIS will recognize gain or loss in connection with the Mergers.

Assuming each of Merger 1 together with the Follow-On Merger 1 and Merger 2 together with the Follow-On Merger 2 constitutes a tax-free reorganization under Section 368(a) of the Code, the tax basis of the assets of SunGard and SCCII, respectively, in the hands of the Follow-On 1 Surviving Company will be the same as the tax basis of such assets in the respective hands of SunGard and SCCII immediately prior to the Mergers. The holding period of the assets of SunGard and SCCII, respectively, to be received by the Surviving Company will include the period during which such assets were held by SunGard and SCCII, respectively.

United States Federal Income Tax Consequences to U.S. Holders

Assuming that each of Merger 1 together with the Follow-On Merger 1 and Merger 2 together with the Follow-On Merger 2 constitutes a reorganization under Section 368(a) of the Code, a U.S. Holder who (i) exchanges, pursuant to Merger 1, shares of SunGard common stock for shares of FIS common stock and cash must generally recognize gain (but not loss) on the exchange in an amount equal to the lesser of (1) the amount of gain realized (i.e., the excess of the sum of the fair market value of the shares (including any fractional shares) of FIS common stock and cash received pursuant to Merger 1 (excluding any cash received in lieu of fractional shares) over the U.S. Holder's adjusted tax basis in its shares of SunGard common stock surrendered pursuant to Merger 1), or (2) the amount of cash (excluding any cash received in lieu of fractional shares) received pursuant to Merger 1, or (ii) exchanges, pursuant to Merger 2, shares of SCCII preferred stock for shares of FIS common stock and cash must generally recognize gain (but not loss) on the exchange in an amount equal to the lesser of (1) the amount of gain realized (i.e., the excess of the sum of the fair market value of the shares (including any fractional shares) of FIS common stock and cash received pursuant to Merger 2 (excluding any cash received in lieu of fractional shares) over the U.S. Holder's adjusted tax basis in its shares of SCCII preferred stock surrendered pursuant to Merger 2), or (2) the amount of cash (excluding any cash received in lieu of fractional shares) received pursuant to Merger 2. Since Class A Common Stock will be cancelled in the Mergers without consideration, a holder of Class A Common Stock should consult its tax advisors regarding the United States federal income tax consequences of the Mergers with respect to the Class A Common Stock to you.

A U.S. Holder must calculate the amount of gain realized separately for each share of SunGard common stock or SCCII preferred stock surrendered. If a U.S. Holder of SunGard common stock or SCCII preferred stock acquired different blocks of SunGard common stock or SCCII preferred stock at different times or at different prices, any gain will be determined separately with respect to each block of SunGard common stock or SCCII preferred stock. Each

holder may expressly designate in the letter of transmittal on a share by share basis that FIS common stock or cash is to be received in exchange for particular shares of SunGard common stock or SCCII preferred stock. For purposes of determining the amount of gain recognized, any express share by share

Table of Contents

designations are intended to comply with certain Treasury regulations issued under Section 358 of the Code. Although the Treasury regulations appear to authorize holders to make economically reasonable express share by share designations, it is unclear whether such express designations comply with those Treasury regulations. As a result, no assurance can be given that, if a U.S. Holder reports gain on its United States federal income tax return on the basis of such express designations, the IRS will not challenge such designations. If the IRS successfully challenged the position taken by a U.S. Holder on such return, or if a U.S. Holder fails to make a share by share designation, the U.S. Holder could be required to recalculate its amount of gain recognized by allocating the shares of FIS common stock and the cash received on a pro rata basis to each share of SunGard common stock or SCCII preferred stock surrendered pursuant to the Mergers. You should consult your tax advisor with respect to the advisability of making express designations in the letter of transmittal.

A U.S. Holder's aggregate tax basis in the FIS shares received in the Mergers will be equal to the aggregate tax basis in the SunGard common stock or SCCII preferred stock exchanged, decreased by the amount of cash received in the Mergers (except with respect to any cash received instead of a fractional share interest in FIS common stock), decreased by any tax basis attributable to a fractional share interest in FIS common stock for which cash is received, and increased by the amount of gain recognized on the exchange (excluding any gain or loss recognized with respect to a fractional share interest in FIS common stock for which cash is received). A U.S. Holder's holding period in the FIS shares will include the U.S. Holder's holding period in the SunGard common stock or SCCII preferred stock exchanged. Any gain or loss recognized would be long-term capital gain or loss if the holding period for the shares of SunGard common stock or SCCII preferred stock exceeded one year. Long term capital gains of certain non-corporate U.S. Holders, including individuals, are generally subject to U.S. federal income tax at preferential rates. A holder of Class A Common Stock should consult its tax advisors regarding the appropriate effect of the aggregate tax basis in the Class A Common Stock on such holder's tax basis in the Class L Common Stock and the FIS shares received in the Mergers.

If a U.S. Holder of SunGard common stock or SCCII preferred stock acquired different blocks of SunGard common stock or SCCII preferred stock at different times or at different prices, such U.S. Holder's tax basis and holding period in the shares of FIS common stock received may be determined with reference to each block of SunGard common stock or SCCII preferred stock exchanged and/or with reference to any express share by share designation made by such U.S. Holder in the letter of transmittal. Any such U.S. Holder should consult its tax advisors regarding the manner in which cash and FIS common stock received in the exchange should be allocated among different blocks of FIS common stock received in the Mergers.

In some cases described above, the gain recognized by a U.S. Holder could be treated as having the effect of the distribution of a dividend under the tests set forth in Section 302 of the Code, in which case such gain would be treated as dividend income. Because the possibility of dividend treatment depends primarily upon each holder's particular circumstances, including the application of certain constructive ownership rules, U.S. Holders should consult their tax advisors regarding the application of the foregoing rules to their particular circumstances.

A U.S. Holder who receives cash in lieu of a fractional share of FIS common stock in the Mergers will be treated as having received a fractional share in the Mergers and then as having sold such fractional share for cash. As a result, such U.S. Holder generally will recognize capital gain or loss equal to the difference between the amount of the cash received in lieu of the fractional share and the U.S. Holder's tax basis allocable to such fractional share. Any such capital gain or loss will be long-term capital gain or loss if the holding period of the SunGard common stock or SCCII preferred stock exchanged for the fractional share of FIS common stock is more than one year at the time of the Mergers.

If one or both of Merger 1 together with the Follow-On Merger 1, or Merger 2 together with the Follow-On Merger 2 fail to qualify as a tax-free reorganization under Section 368(a) of the Code, the receipt of the Merger consideration (which includes any cash received in lieu of fractional shares of FIS common stock), in connection with the Merger or Mergers not constituting a tax-free reorganization, in exchange for shares of SunGard common stock or SCCII preferred stock would be a taxable transaction for United States federal income tax

Table of Contents

purposes. In general, a U.S. Holder who receives the Merger consideration in exchange for shares of SunGard common stock or SCCII preferred stock pursuant to the Mergers would recognize capital gain or loss for United States federal income tax purposes equal to the difference, if any, between (i) the sum of cash received and the fair market value (as of the effective time of the Merger) of the shares of FIS common stock received, and (ii) the U.S. Holder's adjusted tax basis in the shares of SunGard common stock or SCCII preferred stock exchanged for the merger consideration pursuant to the Merger or Mergers. Any gain or loss recognized would be long-term capital gain or loss if the holding period for the shares of SunGard common stock or SCCII preferred stock is more than one year at the time of the Merger or Mergers. Each U.S. Holder is urged to consult its own tax advisor as to the determination of the amount of gain realized in its particular circumstances.

Medicaid Tax

A U.S. Holder that is an individual or estate, or a trust that does not fall into a special class of trusts that is exempt from such tax, is subject to a 3.8% tax on the lesser of (i) such U.S. Holder's net investment income (or undistributed net investment income in the case of estates and trusts) for the relevant taxable year and (ii) the excess of such U.S. Holder's modified adjusted gross income for the taxable year over a certain threshold (\$200,000 in the case of individuals filing separately and \$250,000 in the case of joint filers). A U.S. Holder's net investment income will generally include his, her or its gross interest income and his, her or its net gains from the disposition of shares of SunGard common stock or SCCII preferred stock, unless such interest or net gains are derived in the ordinary course of the conduct of a trade or business (other than a trade or business that consists of certain passive or trading activities). If you are a U.S. Holder that is an individual, estate or trust, you are urged to consult your tax advisor regarding the applicability of this tax to your income and gains in respect of your investment in SunGard common stock or SCCII preferred stock.

Information Reporting and Backup Withholding

A U.S. Holder of SunGard common stock or SCCII preferred stock may be subject to information reporting and backup withholding on any cash payments received in the Mergers. A U.S. Holder generally will not be subject to backup withholding, however, if it:

timely furnishes a correct taxpayer identification number, certifies that it is not subject to backup withholding on an IRS Form W-9 or other form described in the letter of transmittal that it will receive and otherwise complies with all the applicable requirements of the backup withholding rules; or

provides proof that it is otherwise exempt from backup withholding.

Any amounts withheld under the backup withholding rules are not additional taxes and will generally be allowed as a refund or credit against a U.S. Holder's United States federal income tax liability, provided such stockholder timely furnishes certain required information to the IRS.

A U.S. Holder of SunGard common stock or SCCII preferred stock owning at least 1% (by vote or value) of the outstanding shares of SunGard stock or SCCII stock, respectively, or having a basis of \$1,000,000 or more in its shares of SunGard stock or SCCII stock, respectively, immediately before the Merger is required to file a statement with such U.S. Holder's United States federal income tax return setting forth such U.S. Holder's tax basis in, and the fair market value of, the SunGard common stock or SCCII preferred stock exchanged by such U.S. Holder pursuant to the Mergers. In addition, all U.S. Holders of SunGard common stock or SCCII preferred stock will be required to

retain records pertaining to the Mergers.

Holders of SunGard common stock and holders of SCCII preferred stock are urged to consult their tax advisors as to tax consequences resulting from the Mergers in their particular circumstances, including the applicability and effect of state, local and other tax laws and the effect of any proposed changes in the tax laws.

Table of Contents**THE MERGER AGREEMENT**

This section of this consent solicitation statement/prospectus describes the material provisions of the Merger Agreement, but does not purport to describe all of the terms of the Merger Agreement. The following summary is qualified in its entirety by reference to the complete text of the Merger Agreement, which is attached as Annex A to this consent solicitation statement/prospectus and incorporated into this consent solicitation statement/prospectus by reference. FIS and SunGard urge you to read the full text of the Merger Agreement because it is the legal document that governs the Mergers.

The Merger Agreement contains representations and warranties made by each party thereto solely for the benefit of the other parties thereto. These representations and warranties are not intended to provide you with factual information about FIS or SunGard. In particular, the assertions embodied in the representations and warranties contained in the Merger Agreement (and summarized below) are qualified by information in disclosure schedules provided by SunGard to FIS and by FIS to SunGard in connection with the signing of the Merger Agreement and by certain information contained in certain of SunGard's and FIS' filings with the SEC. These disclosure schedules and SEC filings contain information that modifies, qualifies and creates exceptions to the representations and warranties set forth in the Merger Agreement. Moreover, certain representations and warranties in the Merger Agreement were used for the purpose of allocating risk between the parties rather than establishing matters as facts, and may be subject to a contractual standard of materiality or material adverse effect different from that generally applicable to public disclosures to stockholders. In addition, information concerning the subject matter of the representations and warranties may have changed or may change after the date of the Merger Agreement, which subsequent information may or may not be fully reflected in public disclosures by FIS or SunGard. Accordingly, you should not rely on the representations and warranties in the Merger Agreement (or the summaries contained herein) as characterizations of the actual state of facts about FIS or SunGard.

In any event, the representations and warranties and other provisions of the Merger Agreement and the description of them in this consent solicitation statement/prospectus should not be read alone, but instead should be read in conjunction with the other information included or incorporated by reference herein. See [Where You Can Find Additional Information](#) beginning on page 181 of this consent solicitation statement/prospectus.

The Mergers

The board of directors of each of FIS and SunGard have unanimously approved the Merger Agreement, which provides for the acquisition of SunGard by FIS through the Mergers. The Merger Agreement provides for the acquisition by FIS of SunGard through four successive mergers. First, Merger Sub 1 will merge with and into SunGard (Merger 1), with SunGard continuing as the surviving corporation (the Merger 1 Surviving Corporation) and as a wholly owned subsidiary of FIS. Immediately following Merger 1, the Merger 1 Surviving Corporation will merge with and into Merger Sub 2 (the Follow-On Merger 1), with Merger Sub 2 continuing as the surviving company (the Follow-On 1 Surviving Company) and as a wholly owned subsidiary of FIS. Immediately following the Follow-On Merger 1, Merger Sub 3 will merge with and into SCCII (Merger 2), with SCCII continuing as the surviving corporation (the Merger 2 Surviving Corporation) and as a wholly owned subsidiary of FIS. Immediately following Merger 2, the Merger 2 Surviving Corporation will merge with and into the Follow-On 1 Surviving Company (the Follow-On Merger 2), with the Follow-On 1 Surviving Company continuing as the surviving company (the Surviving Company) and as a wholly owned subsidiary of FIS.

Completion and Effectiveness of the Mergers

The Merger Agreement provides that the closing of the Mergers will take place at 10:00 a.m., New York City time, on the third business day following the satisfaction or waiver of all of the conditions to completion of the Mergers contained in the Merger Agreement (other than those conditions that by their nature are to be

Table of Contents

satisfied on the closing date, but subject to the satisfaction or waiver of such conditions on the closing date), which conditions are described below under "The Merger Agreement - Conditions to Completion of the Mergers" beginning on page 92 of this consent solicitation statement/prospectus, or such other date as FIS and SunGard may mutually agree upon in writing. Each of the Mergers will become effective upon the filing of the applicable certificate of merger with the Secretary of State of the State of Delaware.

Managers and Officers of the Surviving Company

The directors of Merger Sub 1 immediately prior to the effective time of Merger 1 will become the directors of the Merger 1 Surviving Corporation, and the officers designated by FIS immediately prior to the effective time of Merger 1 will become the initial officers of the Merger 1 Surviving Corporation.

The managers of Merger Sub 2 immediately prior to the effective time of the Follow-On Merger 1 will become the managers of the Follow-On 1 Surviving Company, and the officers of the Merger 1 Surviving Corporation following the effective time of Merger 1 and at the effective time of the Follow-On Merger 1 will become the initial officers of the Follow-On 1 Surviving Company.

The directors of Merger Sub 3 immediately prior to the effective time of Merger 2 will become the directors of the Merger 2 Surviving Corporation, and the officers of SCCII at the effective time of Merger 2 will become the initial officers of the Merger 2 Surviving Corporation.

The managers of the Follow-On 1 Surviving Company immediately prior to the effective time of the Follow-On Merger 2 will become the managers of the Surviving Company, and the officers of the Follow-On 1 Surviving Company at the effective time of the Follow-On Merger 2 will become the initial officers of the Surviving Company.

Effects of the Mergers; Merger Consideration

At the effective time of the Mergers, all shares of Class A Common Stock and SCCII common stock (in each case, other than any dissenting shares or shares of Class A Common Stock or SCCII common stock owned by FIS, any Merger Sub or any other subsidiary of FIS, or owned by SunGard, SCCII or any other subsidiary of SunGard) will be cancelled, and no payment will be made with respect to such shares.

At the effective time of the Mergers, each share of Class L Common Stock (other than any dissenting shares or shares of Class L Common Stock owned by FIS, any Merger Sub or any other subsidiary of FIS or held in treasury of SunGard or owned by any subsidiary of SunGard) outstanding immediately prior to the effective time of the Mergers, will be cancelled and automatically converted into the right to receive the Per Share Merger 1 Stock Amount and the Per Share Merger 1 Cash Amount.

At the effective time of the Mergers, each share of SCCII preferred stock (other than any dissenting shares or shares of SCCII preferred stock owned by FIS, any Merger Sub or any other subsidiary of FIS or held in treasury of SCCII or owned by SunGard or any other subsidiary of SunGard) outstanding immediately prior to the effective time of the Mergers will be cancelled and automatically converted into the right to receive the Per Share Merger 2 Stock Amount and the Per Share Merger 2 Cash Amount.

The following terms have the meanings ascribed below. The "Per Share Merger 2 Stock Amount" means, with respect to each share of SCCII preferred stock (including any underlying vested equity awards), a number of shares of FIS common stock equal to the quotient obtained by dividing (a) the product of (i) the liquidation preference of a share of the SCCII preferred stock, plus any accrued and unpaid dividends, multiplied by (ii) 75% (or 100% if the Parent

Measurement Price is less than \$62.63) (Merger 2 Stock Percentage) divided by (b) the Parent Measurement Price. The Merger Agreement provides that if the aggregate number of shares of FIS common stock payable to all holders of SCCII preferred stock and Vested SunGard Awards in accordance with

Table of Contents

the above formula plus the aggregate number of shares of FIS common stock underlying the unvested RSUs assumed by FIS would exceed 44,663,899 (the Aggregate Stock Amount), then the Merger 2 Stock Percentage will be reduced such that, if calculated in accordance with the Merger 2 Stock Percentage as so reduced, the Aggregate Stock Amount would not be exceeded.

The Per Share Merger 2 Cash Amount means, with respect to each share of SCCII preferred stock (including any underlying vested equity awards), an amount of cash equal to (a) the liquidation preference of a share of the SCCII preferred stock, plus any accrued and unpaid dividends less (b) the product of (i) the Per Share Merger 2 Stock Amount multiplied by (ii) the Parent Measurement Price.

The Per Share Merger 1 Stock Amount means, with respect to each share of Class L Common Stock (including any underlying vested equity awards), a number of shares of FIS common stock equal to the quotient of (a) the product of (i) the Per Share Merger 1 Consideration Value multiplied by (ii) the Merger 1 Stock Percentage divided by (b) the Parent Measurement Price.

The Per Share Merger 1 Cash Amount means, with respect to each share of Class L Common Stock (including any underlying a vested equity awards), the product of (a) the Per Share Merger 1 Consideration Value multiplied by (b) Merger 1 Cash Percentage.

The Per Share Merger 1 Consideration Value means, with respect to each share of Class L Common Stock (including any underlying equity awards (including any unvested RSU)), (a) the sum of (i) the value (based on the Parent Measurement Price) of remaining Aggregate Stock Amount and the aggregate adjusted cash consideration less the aggregate Per Share Merger 2 Stock Amount and Per Share Merger 2 Cash Amount paid to all holders of SCCII preferred stock plus (ii) the aggregate exercise price of all vested stock options and vested stock appreciation units (other than any underwater stock option or appreciation unit) that are outstanding immediately prior to the effective time of the mergers less (iii) the value (based on the Parent Measurement Price) of the Per Share Merger 2 Stock Amount and the Per Share Merger 2 Cash Amount which would be payable in respect of all shares of SCCII preferred stock underlying vested RSUs, vested stock options and vested stock appreciation units (other than any underwater stock option or appreciation unit) determined on a fully-diluted, as-if exercised and/or settled basis and assuming that all shares underlying such awards were delivered to the applicable holders and that no shares were withheld in payment of any applicable exercise price or tax obligations less (vi) the aggregate liquidation preference of all shares of the SCCII preferred stock underlying unvested RSUs, plus any accrued and unpaid dividends thereon, determined on a fully-diluted, as-if exercised and/or settled basis and assuming that all shares underlying such awards were delivered to the applicable holders and that no shares were withheld in payment of any applicable tax obligations divided by (b) the fully diluted outstanding Class L Common Stock immediately prior to the effective time of the Mergers.

The Merger 1 Cash Percentage means the quotient of (a) the Merger 1 Available Cash Amount divided by (b) the sum of (i) the Merger 1 Available Cash Amount and (ii) the product of (A) the Merger 1 Available Stock Amount multiplied by (B) the Parent Measurement Price.

The Merger 1 Stock Percentage means the quotient of (a) the product of (i) the Merger 1 Available Stock Amount multiplied by (ii) the Parent Measurement Price, divided by (b) the sum of (i) the Merger 1 Available Cash Amount plus (ii) the product of (A) the Merger 1 Available Stock Amount multiplied by (B) the Parent Measurement Price.

The Merger 1 Available Cash Amount means (a) the aggregate adjusted cash consideration less (b) the aggregate Per Share Merger 2 Cash Amount paid to all holders of SCCII preferred stock less (c) the product of (i) the Per Share Merger 2 Cash Amount multiplied by (ii) the sum of (x) the aggregate number of shares of SCCII preferred stock

underlying all vested RSUs plus (y) the aggregate number of shares of SCCII preferred stock underlying all vested stock options and vested stock appreciation units, determined on a net-exercised and/or net-settled basis assuming that a ratable portion of the shares of SCCII preferred stock were withheld in

Table of Contents

payment of the applicable exercise price and that no shares were withheld in payment of any applicable tax obligations.

The Merger 1 Available Stock Amount means (a) the Aggregate Stock Amount less (b) the quotient of (A) the aggregate liquidation preference of all shares of the SCCII preferred stock underlying unvested RSUs, plus any accrued and unpaid dividends thereon, determined on a fully-diluted, as-if exercised and/or settled basis and assuming that all shares underlying such awards were delivered to the applicable holders and that no shares were withheld in payment of any applicable tax obligations divided by (B) the Parent Measurement Price less (c) the aggregate Per Share Merger 2 Stock Amount paid to all holders of SCCII preferred stock less (d) the product of (i) the Per Share Merger 2 Stock Amount multiplied by (ii) the sum of (x) the aggregate number of shares of SCCII preferred stock underlying all vested RSUs plus (y) the aggregate number of shares of SCCII preferred stock underlying all vested stock options and vested stock appreciation units, determined on a net-exercised and/or net-settled basis assuming that a ratable portion of the shares of SCCII preferred stock were withheld in payment of the applicable exercise price and that no shares were withheld in payment of any applicable tax obligations.

Although the foregoing formulas are complex, their effect can be summarized as follows. All outstanding shares of SCCII preferred stock and shares of SCCII preferred stock underlying Vested SunGard Awards receive an amount of FIS common stock and, unless the Merger 2 Stock Percentage is 100%, cash with a value equal to the aggregate liquidation preference and accrued dividends with respect to such SCCII preferred stock. For this purpose, the value of the FIS common stock is determined based on the Parent Measurement Price, which is equal to the volume weighted average trading price of shares of FIS common stock on NYSE for the five consecutive trading days ending on the fifth trading day immediately preceding the Mergers. All shares of Class L Common Stock and shares of SunGard Class L Common Stock underlying Vested SunGard Awards receive the remaining aggregate cash consideration and aggregate stock consideration, after reducing the aggregate stock consideration for the number of shares of FIS common stock underlying unvested RSUs assumed by FIS.

For illustrative purposes only, assuming that (i) the closing of the Mergers occurs on December 1, 2015, (ii) the capitalization of SunGard and SCCII as of the closing remains the same as it was on July 31, 2015 (the date as of which SunGard made representations in the Merger Agreement), other than for the net after-tax exercise and/or settlement of any Vested SunGard Awards which are scheduled to expire and SunGard RSUs which are scheduled for distribution, in each case, following the date as of which such representation was made and prior to December 1, 2015, (iii) the Parent Measurement Price as of the closing was \$70 per share, and (iv) for the purpose of calculating the aggregate adjusted cash consideration, that at the closing of the Mergers the amount of the Excess Company Transaction Fees equaled \$50 million, each SunGard stockholder would receive an estimated (a) \$60.15 in cash and 0.788532 shares of FIS common stock for each share of Class L Common Stock and (b) \$55.10 in cash and 2.361531 shares of FIS common stock for each share of SCCII preferred stock. By comparison, based on the foregoing assumptions but assuming that the Parent Measurement Price was instead \$60 per share, each SunGard stockholder would receive (a) \$74.89 in cash and 0.440947 shares of FIS common stock for each share of Class L Common Stock and (b) 3.673492 shares of FIS common stock for each share of SCCII preferred stock.

FIS will not issue fractional shares of FIS common stock in the Mergers. As a result, SunGard stockholders will receive cash for any fractional share of FIS common stock that they would otherwise be entitled to receive in the Mergers. After the Mergers are completed, SunGard stockholders will have only the right to receive the merger consideration, any cash in lieu of such fractional shares of FIS common stock and any dividends or other distributions with respect to shares of FIS common stock and with a record date occurring after the effective time of the Mergers or, in the case of SunGard stockholders that properly exercise and perfect appraisal rights, the right to receive the fair market value for such shares.

If a change in the outstanding shares of capital stock of FIS occurs prior to the effective time of the Mergers by reason of any reclassification, recapitalization, share split or combination, exchange or readjustment of shares,

Table of Contents

share dividend or share distribution, any number or amount contained in the Merger Agreement which is based on the price of FIS common stock or the number of shares of FIS common stock will be appropriately adjusted to reflect such reclassification, recapitalization, share split or combination, exchange or readjustment of shares, share dividend or share distribution and to provide to the holders of Consolidated Capital Stock as of immediately prior to the effective time of the Mergers the same economic effect as contemplated by the Merger Agreement prior to such event. Unless a change in the outstanding shares of capital stock of FIS occurs prior to the effective time of the Mergers by reason of any reclassification, recapitalization, share split or combination, exchange or readjustment of shares, share dividend or share distribution, in no event will FIS be obligated to issue any shares of FIS common stock in excess of the aggregate stock consideration in connection with the Mergers.

Treatment of SunGard Equity-Based Awards in the Mergers

Pursuant to the terms of the Merger Agreement, SunGard equity-based awards held by SunGard's employees (including its executive officers), former employees, directors and consultants that are outstanding immediately prior to the effective time of the Mergers will be subject to the following treatment.

The Merger Agreement provides that, immediately prior to the effective time of the Mergers, each unvested SunGard stock option and each unvested SunGard appreciation unit (other than any underwater stock option or appreciation unit) outstanding immediately prior to the effective time of the Mergers will fully vest. At the effective time of the Mergers, all vested SunGard stock options and SunGard appreciation units will be cancelled, and SunGard will deliver (or will cause the Surviving Company to deliver) in exchange for each cancelled SunGard stock option and SunGard appreciation unit (other than any underwater stock option or appreciation unit), a payment equal to the excess of the amount of merger consideration payable in respect of the Class L Common Stock and SCCII preferred stock underlying each such cancelled option and appreciation unit over the applicable exercise price or base price. The foregoing payments will be comprised of cash and FIS common stock in the same ratio as paid to holders of Class L Common Stock and SCCII preferred stock. All SunGard stock options and SunGard appreciation units that are underwater stock options and appreciation units will be cancelled for no consideration at the effective time of the Mergers.

The Merger Agreement also provides that, at the effective time of the Mergers, all vested SunGard RSUs will be cancelled, and SunGard will deliver (or will cause the Surviving Company to deliver) in exchange for each cancelled vested SunGard RSU, a payment equal to the amount of merger consideration payable in respect of the Class L Common Stock and SCCII preferred stock underlying each such cancelled SunGard RSU. If the closing date occurs in 2015, a limited number of unvested SunGard RSUs granted prior to 2014 for which the performance and vesting periods will be completed by December 31, 2015 will be fully vested immediately prior to the effective time of the Mergers, and at the effective time, will be treated as vested SunGard RSUs as described herein. The foregoing payments will be comprised of cash and FIS common stock in the same ratio as paid to holders of Class L Common Stock and SCCII preferred stock.

The Merger Agreement also provides that, at the effective time of the Mergers, each unvested SunGard RSU outstanding immediately prior to the effective time of the Mergers will be converted into the number of Converted RSUs obtained by dividing the value of the aggregate merger consideration that would have been otherwise payable in respect of the Class L Common Stock and SCCII preferred stock underlying each such SunGard RSU had such SunGard RSU been vested by the Parent Measurement Price.

The unvested SunGard RSUs that will become Converted RSUs include performance-based SunGard RSUs granted by SunGard in 2014 and 2015. These SunGard RSUs are earned subject to SunGard's attainment of certain CAGRs based, in part, on SunGard's stock price during a three-year performance period ending in 2017 and 2018, as

applicable, except that in connection with a change in control, performance is determined as of the closing date. The earned awards are further subject to a three-year time-based vesting condition that begins on the grant date. In connection with the Mergers, the Compensation Committee, pursuant to its authority under the

Table of Contents

Plan and the applicable grant agreements, determined that it was appropriate to adjust the performance goals for the 2014 and 2015 performance-based SunGard RSUs to provide for 150% of the performance-based SunGard RSUs granted in 2014 to be earned and 100% of the performance-based SunGard RSUs granted in 2015 to be earned, contingent on consummation of the Mergers. These percentages were based on the Compensation Committee's best estimate of attainment of the CAGR performance goals for a majority of the performance-based RSUs granted in each of 2014 and 2015. The Compensation Committee estimated attainment of the CAGR performance goals based on SunGard stock performance through the date of the signing of the Merger Agreement and a projected closing date of December 1, 2015. The adjustments allowed the Compensation Committee to set the percentage of attainment of the CAGR performance goals prior to the closing date, so that CAGR performance would be measured without regard to future fluctuations in the price of FIS common stock or changes in the closing date. SunGard requested that members of the executive team enter into an agreement with SunGard acknowledging and agreeing to the foregoing adjustments to the performance-based SunGard RSUs. Each member of the executive team entered into such an agreement with SunGard.

Exchange Procedures

Prior to the closing of the Mergers, FIS will appoint an exchange agent reasonably acceptable to SunGard. As promptly as practicable after the Form S-4 is declared effective, SunGard and SCCII will cause to be delivered to their respective stockholders this consent solicitation statement/prospectus with the letter of transmittal in the form attached to the Merger Agreement and instructions for effecting the surrender of shares of Consolidated Capital Stock in exchange for the merger consideration.

At the closing of the Mergers, FIS will deposit, or cause to be deposited, with the exchange agent, in trust for the benefit of holders of Consolidated Capital Stock in connection with the Mergers, certificates or evidence of book-entry shares representing a number of shares of FIS common stock and an amount of cash sufficient to pay to holders of Consolidated Capital Stock the aggregate merger consideration.

On the closing date of the Mergers, FIS will cause the exchange agent to pay to each holder of Consolidated Capital Stock who has surrendered its SunGard or SCCII stock certificates, if applicable, and delivered a properly completed and duly executed letter of transmittal by the second business day prior to the closing date, the merger consideration to which such stockholder is entitled under the Merger Agreement. Following the closing date of the Mergers, the exchange agent will pay to each holder of Consolidated Capital Stock who has surrendered its SunGard or SCCII stock certificates, if applicable, and delivered a properly completed and duly executed letter of transmittal after the second business day prior to the closing date, the applicable merger consideration within five business days from receipt by the exchange agent of such certificates, if applicable, and properly completed and duly executed letter of transmittal. As of the effective time of the Mergers and until surrendered, each certificate or book-entry share of Consolidated Capital Stock (other than cancelled shares or dissenting shares) will represent solely the right to receive the applicable merger consideration, including any cash in lieu of fractional shares of FIS common stock related to such shares. After the effective time of Merger 1, there will be no transfers on the stock transfer books of the Surviving Company of any shares of Consolidated Capital Stock, Class A Common Stock or SCCII common stock that were outstanding immediately prior to the effective time of Merger 1.

Distributions with Respect to Unexchanged Shares

SunGard stockholders are entitled to receive any dividends or other distributions with respect to shares of FIS common stock with a record date occurring after the effective time of Merger 1, but only after such holder has surrendered its SunGard or SCCII stock certificates, as applicable, or uncertificated shares of Consolidated Capital Stock. Any dividends or other distributions with respect to shares of FIS common stock with a record date occurring

after the effective time of the Mergers will be paid (i) at the time of such surrender, if the payment date is on or prior to the date of surrender, or (ii) at the appropriate payment date, if the payment date is subsequent to such surrender.

Table of Contents

Lost, Stolen and Destroyed Certificates

If a SunGard or SCCII stock certificate has been lost, stolen or destroyed, the holder of such certificate must deliver an affidavit of that fact and, as a condition to receiving any merger consideration, must indemnify FIS and the Surviving Company against any claim that may be made against FIS or the Surviving Company with respect to the certificate claimed to have been lost, stolen or destroyed.

Dissenting Shares

A stockholder holding capital stock of SunGard or SCCII may exercise appraisal rights available under Section 262 of the DGCL, a copy of which is attached to this consent solicitation statement/prospectus as Annex J. The shares of capital stock of SunGard or SCCII held by holders who have properly exercised appraisal rights will not be converted into the right to receive the merger consideration discussed above, but will instead entitle their holders to such rights as are granted by Section 262 of the DGCL. See the sections titled, *The Mergers Effects of the Mergers; Merger Consideration* beginning on page 63 of this consent solicitation statement/prospectus and *The Mergers Appraisal Rights* beginning on page 68 of this consent solicitation statement/prospectus.

Withholding Rights

Each of the exchange agent, FIS and the Surviving Company will be entitled to deduct and withhold from any of the amounts payable to any person pursuant to the Merger Agreement such amounts as it is required to deduct and withhold with respect to such amounts payable to such person under any applicable provision of federal, state, local or foreign tax law. All amounts so deducted or withheld and paid over to the applicable governmental authority will be treated for all purposes of the Merger Agreement as having been paid to the person in respect of which such deduction or withholding was made.

Representations and Warranties

The Merger Agreement contains customary representations and warranties made by SunGard to FIS and by FIS and the Merger Subs to SunGard.

SunGard made a number of representations and warranties to FIS in the Merger Agreement, including representations and warranties with respect to:

corporate organization, power, qualifications to do business and good standing;

capitalization and capital structure;

authorization to enter into the Merger Agreement and perform its obligations thereunder;

absence of any violation of its organizational documents or applicable law, and the absence of any conflict with or violation or breach of, or default that would cause a right of termination or similar right under, any contract or cause the suspension or revocation of any permits, in each case that would result from the

execution of the Merger Agreement or the consummation of the Mergers;

consents or approvals required to complete the Mergers;

SEC filings and compliance with Sarbanes-Oxley Act of 2002;

accuracy of financial statements;

broker s fees;

absence of certain changes or events since December 31, 2014;

absence of certain litigation and other legal proceedings;

taxes and tax returns;

Table of Contents

employee benefits and other employment and labor matters;

compliance with applicable laws and permits;

certain material contracts and absence of breaches of such contracts;

absence of undisclosed liabilities;

environmental matters;

real and leased properties;

state takeover laws;

internal controls over financial reporting;

insurance;

intellectual property-related matters;

certain affiliate transactions;

ownership of FIS stock;

SunGard broker-dealer, investment adviser and transfer agent-related matters;

compliance with foreign corrupt practices, anti-bribery and other similar laws; and

data privacy matters.

FIS and the Merger Subs made a number of representations and warranties to SunGard in the Merger Agreement, including representations and warranties relating to the following matters:

corporate organization, power, qualifications to do business and good standing;

capitalization and capital structure;

authorization to enter into the Merger Agreement and perform its obligations thereunder;

absence of any violation of its organizational documents or applicable law, and the absence of any conflict with or violation or breach of, or default that would cause a right of termination or similar right under, any contract or cause the suspension or revocation of any permits, in each case that would result from the execution of the Merger Agreement or the completion of the Mergers;

consents or approvals required to complete the Mergers;

SEC filings and compliance with Sarbanes-Oxley Act of 2002;

accuracy of financial statements;

broker's fees;

absence of certain changes or events since December 31, 2014;

absence of certain litigation and other legal proceedings;

compliance with applicable laws and permits;

absence of undisclosed liabilities;

state takeover laws;

ownership of SunGard and SCCII capital stock; and

debt financing-related matters

access to information regarding SunGard.

Table of Contents

The representations and warranties in the Merger Agreement are generally qualified by a materiality or material adverse effect standard. For purposes of the Merger Agreement, material adverse effect, when used in connection with FIS or SunGard, as applicable, means any event, development, change, effect, condition or occurrence that, individually or in the aggregate, has or would reasonably be expected to have a material adverse effect on or with respect to (a) the ability of SunGard or any of its subsidiaries or FIS or any Merger Sub, as applicable, to consummate the transactions contemplated by the Merger Agreement, including any such event that prevents or materially impedes such party's ability to consummate the transactions contemplated by the Merger Agreement, or (b) the business, results of operation or financial condition of SunGard and its subsidiaries taken as a whole or FIS and its subsidiaries taken as a whole, as the case may be; provided, however, that no such event, development, change, effect, condition or occurrence to the extent relating to, arising out of or in connection with or resulting from any of the following shall be deemed, either alone or in combination, to constitute or contribute to a material adverse effect:

general changes or developments in the economy or the financial, debt, capital, credit or securities markets in the United States or elsewhere in the world, including as a result of changes in geopolitical conditions, except to the extent that the applicable party and its subsidiaries, taken as a whole, are disproportionately adversely affected thereby as compared with other participants in the industries and geographies in which such party and its subsidiaries operate (in which case solely the incremental disproportionate adverse impact or impacts may be taken into account in determining whether there has been a material adverse effect);

general changes or developments in the industries in which SunGard or its subsidiaries, or FIS or its subsidiaries, as the case may be, operate, except to the extent that the applicable party and its subsidiaries, taken as a whole, are disproportionately adversely affected thereby as compared with other participants in the industries and geographies in which such party and its subsidiaries operate (in which case solely the incremental disproportionate adverse impact or impacts may be taken into account in determining whether there has been a material adverse effect);

the execution and delivery of the Merger Agreement or the public announcement or pendency of the Mergers or other transactions contemplated thereby, including any impact thereof on relationships, contractual or otherwise, with customers, suppliers, distributors, lenders, partners or employees of SunGard and its subsidiaries or FIS and the Merger Subs, as applicable, or the performance of the Merger Agreement and the transactions contemplated thereby (with this clause being given no effect for purposes of certain sections of the Merger Agreement);

changes or prospective changes in any applicable laws or regulations or applicable accounting regulations or principles or interpretations thereof, except to the extent that the applicable party and its subsidiaries, taken as a whole, are disproportionately adversely affected thereby as compared with other participants in the industries and geographies in which such party and its subsidiaries operate (in which case solely the incremental disproportionate adverse impact or impacts may be taken into account in determining whether there has been a material adverse effect);

any hurricane, tornado, earthquake, flood, tsunami, natural disaster, act of God or other comparable events or outbreak or escalation of hostilities or war (whether or not declared), military actions or any act of terrorism, or national or international political or social conditions, except to the extent that the applicable party and its subsidiaries, taken as a whole, are disproportionately adversely affected thereby as compared with other participants in the industries and geographies in which such party and its subsidiaries operate (in which case solely the incremental disproportionate adverse impact or impacts may be taken into account in determining whether there has been a material adverse effect); or

any failure by SunGard or FIS to meet its internal or published projections, budgets, plans or forecasts of its revenues, earnings or other financial performance or results of operations, in and of itself (provided that this clause shall not prevent a determination that any event underlying such failure to meet projections, budgets, plans or forecasts, earnings or other financial performance or results of operations has, individually or together with other events, resulted in a material adverse effect).

Table of Contents

Covenants

Covenants Relating to the Conduct of SunGard's Business

SunGard has agreed, from the date of the Merger Agreement until the effective time of Merger 1, subject to certain exceptions and limitations:

to conduct its business and that of its subsidiaries in the ordinary and usual course of business in all material respects consistent with past practice; and

to the extent consistent with the ordinary and usual course of business in all material respects consistent with past practice, use reasonable best efforts to preserve intact its and its subsidiaries' business organization and relationships with customers, suppliers and others having business dealings with it and its subsidiaries.

In addition, SunGard has agreed, from the date of the Merger Agreement until the effective time of Merger 1, subject to certain exceptions and limitations, that it and its subsidiaries will not, among other things:

amend its organizational documents;

change its capitalization or capital structure or declare any dividends;

adopt a plan of complete or partial liquidation, dissolution, merger, restructuring, recapitalization or other reorganization;

acquire, sell or dispose of any person or any equity interests thereof or other business organization or division thereof;

incur, redeem, prepay or modify in any material respect any indebtedness or enter into any "keep well" or other agreement to maintain any financial statement condition of another person, subject to certain exceptions for working capital and other ordinary course transactions;

make any material capital expenditures not provided in SunGard's 2015 capital expenditures plan;

grant any increase in the compensation of, or enter into any new or amend any existing employment or severance agreement with, any employee whose total target annual cash compensation is in excess of \$200,000 or any directors or executive officers or grant any increase in the compensation of any employee whose total target annual cash compensation is less than \$200,000 other than in the ordinary course;

enter into, terminate or materially amend any benefit plan;

change the accounting methods of SunGard in any material respect or the standards applicable to the preparation of financial statements and accounts of SunGard subsidiaries;

change any material method of tax accounting, make or change any material tax election, amend any material tax return, settle any material tax liability, agree to an extension or waiver of any statute of limitations with respect to any assessment of material taxes, enter into any closing agreement with respect to any material tax or surrender any right to claim a material tax refund;

make any non-monetary settlement of any action that would materially restrict the operation of SunGard or its subsidiaries material business lines or material product lines in any material territory or geography;

subject to certain exceptions, settle any action brought by any governmental entity or any material action against SunGard or any of its subsidiaries;

enter into any new line of business unrelated to an existing line of business;

modify, amend in any material respect, terminate, transfer or assign any material contracts, enter into any successor agreement that changes the terms of an expiring material contract or enter into any new material contracts; or

enter into any contract, commitment or arrangement to do any of the foregoing.

Table of Contents

Covenants Relating to the Conduct of FIS Business

FIS has agreed, from the date of the Merger Agreement until the effective time of Merger 1, subject to certain exceptions and limitations to conduct its business and that of its subsidiaries in the ordinary and usual course of business in all material respects consistent with past practice.

In addition, FIS has agreed, from the date of the Merger Agreement until the effective time of Merger 1, subject to certain exceptions and limitations, that it and its subsidiaries will not, among other things:

amend the organizational documents of FIS;

change its capitalization or capital structure or declare any dividends (other than its regular quarterly dividends);

adopt a plan of complete or partial liquidation, dissolution, merger, restructuring, recapitalization or other reorganization of FIS;

acquire, sell or dispose of any person or any equity interests or other business organization or division thereof, in each case if such action would reasonably be expected to materially delay or prevent the regulatory approval of the Mergers or FIS ability to obtain debt financing with respect to the Mergers or otherwise materially delay, prevent or impede the consummation of the Mergers;

change the accounting methods of FIS in any material respect or standards applicable to the preparation of financial statements and accounts of FIS subsidiaries;

change any material method of tax accounting, make or change any material tax election, amend any material tax return, settle any material tax liability, agree to an extension or waiver of any statute of limitations with respect to any assessment of material taxes, enter into any closing agreement with respect to any material tax or surrender any right to claim a material tax refund; or

enter into any contract, commitment or arrangement to do any of the foregoing.

Exclusivity

SunGard has agreed not to, and has agreed to cause its affiliates and the SunGard subsidiaries and their respective representatives not to, directly or indirectly:

solicit, initiate, knowingly encourage or assist, or respond to the submission of any proposal or offer from any third party relating, with respect to SunGard or its subsidiaries, to any (i) liquidation, dissolution or

recapitalization, (ii) merger or consolidation, (iii) acquisition or purchase of all or a significant portion of the assets of, or any equity interest in, SunGard or any of its subsidiaries or (iv) similar transaction or business combination (a Competing Transaction);

participate in or continue any ongoing discussions or negotiations regarding, or participate in, or knowingly facilitate or encourage, any effort or attempt by any person to pursue or effect a Competing Transaction; or

enter into any agreement with respect to a Competing Transaction;

except, solely in the case of responding to the submission of any proposal or offer from any third party (and encouraging or assisting in any such proposal or offer, if responding to the submission of such proposal or offer would also constitute encouraging or assisting such offer) or participating or continuing in discussions or negotiations with any person, where the failure to do so would be inconsistent with the fiduciary duties of the SunGard Board under applicable law. Any information provided to any such person shall be provided only pursuant to a confidentiality agreement not less favorable to SunGard than the confidentiality agreement entered into by SunGard, SCCII, SunGard Data Systems Inc. and FIS in connection with their negotiation of the Mergers.

Table of Contents

SunGard is required to, and is required to instruct its representatives acting on its and its affiliates' behalf to, immediately cease any existing activities, discussions and negotiations with any persons with respect to any of the foregoing.

In addition, SunGard agreed to file, within five business days of the date of the Merger Agreement, and did file on August 17, 2015, a Registration Withdrawal Request on Form RW with the SEC with respect to its registration statement on Form S-1.

SunGard Stockholder Approval

SunGard and SCCII have agreed to cause this consent solicitation statement/prospectus to be mailed to SunGard and SCCII stockholders as soon as prudently practicable after the registration statement on Form S-4 of which this consent solicitation statement/prospectus is a part is declared effective, and to seek, by written consent, the adoption of the Merger Agreement by (i) the holders of a majority of the outstanding shares of SunGard common stock entitled to vote, (ii) the holders of a majority of the outstanding shares of common stock of SCCII entitled to vote, (iii) the affirmative vote or written consent of the Majority Principal Investors and (iv) the approval of the Requisite Principal Investors (the Required Stockholder Approval). SunGard has agreed to recommend through its board of directors to its stockholders that they give the Required Stockholder Approval; provided that the board of directors has the right to effect a change in recommendation if required pursuant to its fiduciary duties under applicable law. SunGard has agreed to cause all outstanding shares of SCCII common stock to be voted to adopt the Merger Agreement.

Efforts to Complete the Merger

Subject to the terms of the Merger Agreement, and except with regard to antitrust laws and the applicable laws associated with any Regulatory Approvals as discussed in the immediately following paragraph, FIS, each Merger Sub and SunGard have agreed to use their reasonable best efforts to take or cause to be taken all actions, and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective the transactions contemplated by the Merger Agreement as promptly as reasonably practicable, including using their reasonable best efforts to obtain any consents, licenses, permits, waivers, approvals, authorizations or orders from all governmental authorities and third parties that are required for the consummation of the transactions contemplated by the Merger Agreement; provided that in connection therewith none of SunGard or its subsidiaries will without the prior written consent of FIS, make or agree to make any payment or accept any material conditions or obligations, including amendments to existing conditions and obligations.

The Merger Agreement provides that the parties thereto will make an appropriate filing of a Notification and Report Form pursuant to the HSR Act and will make all other filings required by applicable antitrust laws of the European Union and South Africa (the Foreign Antitrust Approvals) and as required by FINRA and the FCA (collectively, Regulatory Approvals) with respect to the transactions as promptly as practicable and in any event prior to the expiration of any applicable legal deadline (provided that the submission or filing (i) of a Notification and Report Form pursuant to the HSR Act will be made within ten days of the date of the Merger Agreement and shall request early termination of the applicable waiting period, (ii) for the applicable Foreign Antitrust Approvals will be submitted by the parties within 20 days of the date of the Merger Agreement and (iii) for applicable Regulatory Approvals will be submitted by the parties within 10 business days of the date of the Merger Agreement). The parties have also agreed to supply as promptly as reasonably practicable any additional information and documentary material that may be requested pursuant to the HSR Act and any other filings required in connection with the Foreign Antitrust Approvals, other antitrust laws or any Regulatory Approvals. The Notification and Report Form pursuant to the HSR Act was filed on August 21, 2015. The FTC granted early termination of the waiting period on September 2, 2015.

FIS and each of the Merger Subs is required to, and will cause the FIS subsidiaries to, use reasonable best efforts to obtain any consents, clearances or approvals required under antitrust laws or applicable laws associated

Table of Contents

with the Regulatory Approvals, and to enable all waiting periods under antitrust laws or any Regulatory Approvals to expire and to avoid or eliminate impediments under applicable antitrust laws or the applicable laws associated with the Regulatory Approvals; provided that for this purpose using reasonable best efforts shall include but not be limited to:

promptly complying with or modifying any requests for additional information (including any second request) by any governmental entity;

offering, negotiating, committing to and effecting, by consent decree, hold separate order or otherwise, the sale, divestiture, license or other disposition of any and all of the share capital, assets, rights, products, services or businesses of FIS, each Merger Sub and the FIS subsidiaries or SunGard and its subsidiaries or any interests or interests therein;

taking or committing to take actions that after the closing date would limit FIS' freedom of action with respect to, or its ability to retain, one or more of the assets, rights, products, services or businesses of FIS, each Merger Sub, SunGard and SunGard's subsidiaries or any interests or interests therein; and

contesting, defending and appealing any threatened or pending preliminary or permanent injunction or other order, decree or ruling that would adversely affect the ability of any party to consummate the transactions contemplated by the Merger Agreement and taking any and all other actions to prevent the entry, enactment or promulgation thereof;

provided that neither FIS nor any Merger Sub will be required to, and SunGard and its subsidiaries will not be permitted to (without FIS' consent), (i) take any such action which would, individually or in the aggregate, reasonably be expected to have a material adverse effect on the business, results of operation or financial condition of SunGard and its subsidiaries taken as a whole or FIS and its subsidiaries taken as a whole assuming FIS and its subsidiaries were in the aggregate the same size as SunGard and its subsidiaries, or (ii) make any divestitures or take other actions or remedies, in each case, not conditioned on the consummation of the Mergers.

Furthermore, each of FIS and SunGard have agreed to (i) give each other reasonable advance notice of all meetings, telephone calls or discussions with any governmental entity in connection with or relating to any antitrust laws or any Regulatory Approvals, (ii) give each other an opportunity to participate in each of such meetings, telephone calls or discussions, (iii) to the extent practicable, give each other reasonable advance notice of all substantive oral communications with any governmental entity in connection with or relating to any antitrust laws or any Regulatory Approvals, (iv) promptly notify the other party of the substance of any substantive oral communication any governmental entity initiates relating to any antitrust laws or any Regulatory Approvals, (v) provide each other with a reasonable advance opportunity to review and comment upon all written communications with a governmental entity in connection with or relating to any antitrust laws or any Regulatory Approvals and (vi) provide each other with copies of all written communications to or from any governmental entity in connection with or relating to any antitrust laws or any Regulatory Approvals.

In furtherance of the foregoing, FIS and SunGard have agreed to cooperate with each other in connection with the making of all such filings, submissions, applications and requests and will use their reasonable best efforts to furnish to each other all information required for any filing, submission, application or request to be made pursuant to

applicable law in connection with the transactions contemplated by the Merger Agreement.

Financing Cooperation

SunGard has agreed to provide, and to use reasonable best efforts to cause its subsidiaries and representatives to provide, FIS with all cooperation reasonably requested that is necessary and customary in connection with FIS planned financing of the Mergers. In connection with the financing, SunGard, subject to certain limitations, has agreed to provide financial information, participate in customary syndication and marketing activities, cooperate with the financing sources due diligence, reasonably cooperate with customary due diligence and marketing efforts, assist FIS in FIS preparation of materials in connection with a syndicated

Table of Contents

bank financing, securities offering or other debt offering and in FIS preparation of pro forma financial information, and instruct its certified independent auditors to allow use of such auditors reports and provide customary reports and comfort letters. SunGard has also agreed to use reasonable best efforts to provide customary certificates or closing documents as may be reasonably requested by FIS or the financing sources, cause the taking of corporate action reasonably necessary to permit completion of the financing, to the extent necessary use reasonable best efforts to facilitate the pledging of collateral and executing pledge and security documents, and provide any information required pursuant to know your customer and anti-money laundering rules and regulations, and provide to FIS such pertinent information reasonably requested by FIS for use in marketing or offering materials. FIS has agreed to reimburse SunGard for costs and expenses incurred in connection with this financing cooperation and subject to certain exceptions will indemnify SunGard and its subsidiaries and affiliates (and their representatives) in connection with the cooperation and information provided in relation to the financing.

Directors and Officers Insurance and Indemnification

FIS and each Merger Sub have agreed that all rights to exculpation or indemnification for acts or omissions occurring prior to the effective time of Merger 1 and existing as of the effective time in favor of directors and officers of SunGard and its subsidiaries in such capacities and the heirs, executors, trustees, fiduciaries and administrators of such officer or director in the respective organizational or governing documents of SunGard or its subsidiaries or in any indemnification agreement will survive the transactions contemplated by the Merger Agreement and will continue in full force and effect in accordance with their terms. After the effective time of Merger 1, FIS will cause the Surviving Company to fulfill and honor such obligations to the maximum extent permitted by applicable law. For a period of six years following the effective time of Merger 1, FIS shall, and shall cause the Surviving Company and its subsidiaries to, cause the limited liability company agreement (and other similar organizational documents) of the Surviving Company and its subsidiaries to contain provisions with respect to indemnification, advancement of expenses and exculpation that are at least as favorable as those contained in the certification of incorporation or bylaws (or similar organizational documents) of SunGard and its subsidiaries immediately prior to the effective time of Merger 1, and during such six-year period, such provisions shall not be amended, repealed or otherwise modified except as required by applicable law.

In addition to the above, for six years from and after the effective time of Merger 1, FIS will cause the Surviving Company to: indemnify and hold harmless the individuals who at any time prior to the effective time of Merger 1 were directors or officers of SunGard or any of its subsidiaries against any costs or expenses (including reasonable attorneys fees), judgments, fines, losses, claims, damages or liabilities in connection with actions or omissions occurring at or prior to the effective time to the same extent such persons were entitled to indemnification in such capacities under the organizational documents of SunGard or its subsidiary, as applicable, and applicable law; and promptly advance expenses as incurred to such persons to the same extent such persons were entitled to such advancement in such capacities thereunder.

Additionally, prior to the effective time of Merger 1, SunGard, or if SunGard is unable to, FIS will cause the Surviving Company to obtain and fully pay the premium for a non-cancellable extension of the directors and officers liability coverage of SunGard's existing directors and officers insurance policies and its existing fiduciary liability insurance policies, in each case for a claims reporting or discovery period of at least six years from and after the effective time of Merger 1 with respect to any claim occurring at or prior to the effective time of Merger 1 in an amount and scope at least as favorable as SunGard's existing policies. If such tail policies are not obtained, then the Surviving Company will maintain in effect its current D&O insurance in place as of the date of the Merger Agreement or FIS or the Surviving Company will cause to be obtained comparable D&O insurance coverage for such matters for six years following the effective time. However, FIS and the Surviving Company will not be required to pay annual premiums in excess of 300% of the annual premium paid by SunGard for such insurance as of the date of the Merger

Agreement.

Table of Contents

Employee Benefits

The Merger Agreement provides that, for at least 12 months following the effective time of the Mergers, each employee of SunGard and its subsidiaries who remains employed by FIS subsidiaries as of the closing date of the Mergers will (i) receive base salary or wage rates that, in the aggregate, are not less than those in effect for such employee immediately prior to the effective time and (ii) solely in FIS discretion either (A) maintain or cause its subsidiaries (including the Surviving Company) to maintain the SunGard benefit plans (excluding the SunGard equity plan, any defined benefit pension plan and any retiree medical plan, but including certain severance practices) at benefit levels that are, in the aggregate, no less favorable than are in effect as of immediately prior to the effective time, or (B) provide or cause its subsidiaries (including the Surviving Company) to provide employee benefits (excluding the SunGard equity plan, any defined benefit pension plan and any retiree medical plan, but including severance entitlements) that, in the aggregate, are no less favorable to each employee than those in effect for similarly situated employees of FIS or any of its subsidiaries.

Fiscal year 2015 bonus amounts under SunGard's and its subsidiaries' annual bonus cash incentive plans will be calculated consistent with past practice and paid in the ordinary course of business to the eligible employees with such bonus amounts calculated based on actual results and performance achieved in respect of fiscal year 2015 and such fiscal year 2015 bonus amounts will be paid in the ordinary course of business no later than March 15, 2016 for employees subject to U.S. taxation, so long as such employee was employed as of the closing date and was not thereafter terminated for cause and did not resign, without regard to whether such employee is employed on the payment date. To the extent that the closing occurs in fiscal year 2016, the employees will be eligible to participate (i) prior to the closing, in SunGard's annual bonus cash incentive plans with such bonus amounts calculated based on target performance and pro-rated for the number of days in fiscal year 2016 that have occurred prior to the closing, with targets and budgets under such plans to be set in consultation with FIS and (ii) following the closing, in FIS applicable annual bonus or cash incentive plans for similarly situated employees of FIS or its subsidiaries, with such amounts calculated based on performance and pro-rated for the number of days in fiscal year 2016 that have occurred following the closing; provided that FIS will establish individual target incentive amounts for each employee that are, on a pro rata basis, at least 80% of each such employee's target annual incentive amount for fiscal year 2015 (provided such employee is employed on the applicable payment date in 2017).

Other Covenants and Agreements

The Merger Agreement contains certain other covenants and agreements, including, among others, those relating to:

reasonable access by FIS and its representatives to certain information about SunGard and its subsidiaries during the period prior to the effective time of the Mergers;

confidentiality and restrictions on issuing press releases or other public announcements regarding the Mergers;

obligations of SunGard with respect to certain affiliate arrangements;

obligations of SunGard with respect to the treatment of SunGard's and its subsidiaries' existing indebtedness;

obligations with respect to certain tax matters;

obligations of SunGard with respect to notices required under the DGCL to be provided to non-consenting SunGard stockholders;

use of reasonable best efforts by FIS to cause the shares of FIS common stock to be issued in the Mergers to be authorized for listing on the NYSE;

obligations of SunGard and FIS to provide each other notice with respect to certain events; and

Table of Contents

obligations of the SunGard Board to adopt a resolution providing that the disposition of stock and related equity awards pursuant to the Merger Agreement by any officer or director of SunGard who is or may become subject to the reporting requirements of Section 16 of the Exchange Act with respect to securities of SunGard is exempt under Rule 16b-3 under the Exchange Act and obligations of FIS board of directors to adopt a resolution providing that the acquisition of stock and related equity awards pursuant to the Merger Agreement by any officer or director of SunGard who may become subject to the reporting requirements of Section 16 of the Exchange Act with respect to securities of FIS is exempt under Rule 16b-3 under the Exchange Act.

Conditions to Completion of the Merger

Conditions to Each Party's Obligations. Each party's obligation to complete the Mergers is subject to the satisfaction or waiver of the following conditions:

the Required Stockholder Approval shall have been obtained;

no governmental entity having jurisdiction over SunGard, FIS or any Merger Sub shall have enacted, issued, promulgated, enforced or entered any law then in effect or issued an order, decree or ruling or taken any other material action, enjoining or otherwise prohibiting consummation of any of the Mergers substantially on the terms contemplated by the Merger Agreement, in each case whether temporary, preliminary or permanent (disregarding certain foreign antitrust laws);

(i) the waiting period (and any extensions thereof) applicable to the consummation of the Mergers under the HSR Act shall have expired or otherwise been terminated, and certain foreign antitrust approvals shall have been obtained, and (ii) the Regulatory Approvals shall have been received or obtained by the applicable person; provided that this condition will be deemed to be satisfied with respect to the required FINRA approval if, prior to the end of the 30-day period after the initial FINRA filing is submitted (or, if such filing is rejected pursuant to NASD Rule 1017(d), prior to the end of the 30-day period after an amended filing is accepted by FINRA), FINRA has not directed the parties not to complete the sale of SunGard's broker-dealer (or, if such a direction is issued, it no longer is in effect);

the registration statement on Form S-4 of which this consent solicitation statement/prospectus forms a part shall have been declared effective by the SEC and no stop order suspending the effectiveness of the registration statement on Form S-4 shall have been issued by the SEC and no proceedings for that purpose shall have been initiated or threatened in writing by the SEC, and the consent solicitation statement/prospectus contained herein shall have been sent to the holders of Consolidated Capital Stock by not less than the period prior to the Effective Time required by General Instruction A.2 to Form S-4; and

the FIS common stock issuable in the Mergers shall have been authorized for listing on the NYSE upon official notice of issuance.

Conditions to FIS and the Merger Subs' Obligations. The obligations of FIS and the Merger Subs to complete the Mergers are subject to the satisfaction or waiver of the following further conditions:

(i) the representations and warranties of SunGard in the Merger Agreement concerning capitalization of SunGard, SunGard's outstanding indebtedness, and SunGard and SCCII's power and authority to enter into the Merger Agreement and approval of the transactions contemplated thereby must be true and correct in all material respects as of the date of the Merger Agreement and as of the closing of the Mergers as if made on and as of the closing date of the Mergers (unless any such representation or warranty addresses matters only as of a particular date or with respect to a specific period in which event such representation or warranty shall be true and correct only as of such particular date or with respect to such specific period) and (ii) all other representations and warranties must be true and correct as of the date of the Merger Agreement and as of the closing date of the Mergers (unless any such

Table of Contents

representation or warranty addresses matters only as of a particular date or with respect to a specific period in which event such representation or warranty shall be true and correct only as of such particular date or with respect to such specific period), except, in the case of this clause (ii), where the failure of such representations and warranties to be so true and correct (without giving effect to any limitation as to materiality or material adverse effect set forth therein) would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on SunGard;

SunGard has performed in all material respects its obligations under the Merger Agreement required to be performed by it at or prior to the closing of the Mergers;

Willkie Farr, counsel to FIS, shall not have been informed in writing by any person who signed the tax representation letter delivered by SunGard or a tax representation letter delivered by a Sponsor Stockholder that any of the statements made in the letter signed by such person are or have become untrue or incorrect in any respect; provided, however, that this condition will be deemed satisfied with respect to certain representations contained in such letters related to FIS in the event that at or immediately prior to the closing, FIS does not execute and deliver to Willkie Farr the tax representation letter in the form attached to the Merger Agreement;

Since December 31, 2014 there shall not (i) have occurred or come into existence and (ii) be continuing a material adverse effect on SunGard; and

FIS shall have received a certificate signed by an authorized officer of SunGard, dated as of the closing date, to the effect that, to the knowledge of such officer, the conditions set forth above (other than with respect to the representation letters) have been satisfied.

Conditions to SunGard's Obligations. The obligations of SunGard and SCCII to complete the Mergers are subject to the satisfaction or waiver of the following additional conditions:

(i) the representations and warranties of FIS and the Merger Subs concerning capitalization, and their power and authority to enter into the Merger Agreement and to approve the transactions contemplated thereby, must be true and correct in all material respects as of the date of the Merger Agreement and as of the closing of the Mergers as if made on and as of the closing date of the Mergers (unless any such representation or warranty addresses matters only as of a particular date or with respect to a specific period in which event such representation or warranty shall be true and correct only as of such particular date or with respect to such specific period) and (ii) all other representations and warranties must be true and correct as of the date of the Merger Agreement and as of the closing date of the Mergers (unless any such representation or warranty addresses matters only as of a particular date or with respect to a specific period in which event such representation or warranty shall be true and correct only as of such particular date or with respect to such specific period), except, in the case of this clause (ii), where the failure of such representations and warranties to be so true and correct (without giving effect to any limitation as to materiality or material adverse effect set forth therein) would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on FIS;

FIS and each Merger Sub has performed in all material respects all of the respective obligations under the Merger Agreement required to be performed by FIS or such Merger Sub, as the case may be, at or prior to the closing of the Mergers;

Since December 31, 2014 there shall not (i) have occurred or come into existence and (ii) be continuing a material adverse effect on FIS; and

SunGard shall have received a certificate signed by an authorized officer of FIS, dated as of the closing of the Mergers, to the effect that, to the knowledge of such officer, the conditions set forth above have been satisfied.

Each of FIS and SunGard may, to the extent permitted by applicable law, waive the conditions to the performance of each other's obligations under the Merger Agreement and complete the Mergers even though one or more of these conditions have not been met.

Table of Contents

Termination of the Merger Agreement

The Merger Agreement may be terminated and the Mergers abandoned prior to the effective time of Merger 1 only as follows:

by mutual consent of FIS and SunGard;

by either FIS or SunGard:

if the Mergers shall not have occurred on or prior to June 30, 2016; provided, however, that such right will not be available to any party whose material breach of the Merger Agreement has been the cause of, or resulted in, the failure of the Mergers to occur on or prior to such date; or

if any governmental entity having jurisdiction over SunGard, FIS or any Merger Sub has issued an order, decree or ruling or taken any other action, in each case, such that the condition with respect to governmental actions set forth above would not be satisfied, and such order, decree, ruling or other action shall have become final and non-appealable, unless the party seeking to terminate has not complied with its obligations with respect to the regulatory matters covenant; or

by SunGard if (i) SunGard is not in material breach of any of its obligations under the Merger Agreement and (ii) either (A) FIS or the Merger Subs fail to complete the transactions contemplated thereby when required to pursuant to the terms of the Merger Agreement or (B) FIS or any Merger Sub is otherwise in breach of any of its respective representations, warranties or obligations thereunder that would cause any of the closing conditions described above with respect to both parties, or with respect to FIS representations and warranties or compliance with its obligations, not to be satisfied, and with respect to clause (B) such breach is either (1) not capable of being cured prior to the Termination Date or (2) if curable, is not cured within the earlier of (I) 20 business days after the giving of written notice by SunGard to FIS and (II) three business days prior to the Termination Date; or

by FIS:

if (A) none of FIS or any Merger Sub is in material breach of any of their respective obligations under the Merger Agreement and (B) SunGard is in material breach of any of its representations, warranties or obligations thereunder that would render any of the closing conditions described above with respect to both parties, or with respect to SunGard's representations and warranties or compliance with its obligations, not to be satisfied, and such breach is either (1) not capable of being cured prior to the Termination Date or (2) if curable, is not cured within the earlier of (I) 20 business days after the giving of written notice by FIS to SunGard and (II) three business days prior to the Termination Date; or

if SunGard stockholders representing at least eighty-four percent (84%) of each of the outstanding Class L Common Stock, Class A Common Stock, and SCCII preferred stock do not enter into Support and Standstill Agreements within 24 hours following the date of the Merger Agreement (such SunGard stockholders did in fact enter into Support and Standstill Agreements on August 12, 2015); or

if the Required Stockholder Approval shall not have been obtained by the 25th business day following the effectiveness of the registration statement on Form S-4 of which this consent solicitation statement/prospectus forms a part (provided that the Form S-4 continues to be effective throughout such 25-business day period).

Effect of Termination

If the Merger Agreement is terminated as described above, the Merger Agreement will become null and void and no party will have any liability under the Merger Agreement, except that:

nothing in the Merger Agreement will relieve or release any party from liability arising from any fraud or willful breach by such party of the Merger Agreement prior to such termination; and

Table of Contents

designated provisions of the Merger Agreement will survive termination, including (i) those regarding the confidential treatment of information, (ii) provisions regarding reimbursement of costs and expenses incurred by SunGard and its subsidiaries in connection with payment of SunGard's existing indebtedness, (iii) provisions regarding reimbursement of costs and expenses incurred by and indemnification of SunGard and its subsidiaries and affiliates in connection with FIS' financing of the Mergers, and (iv) certain other general provisions governing the Merger Agreement.

Miscellaneous

Specific Performance

The parties are entitled to an injunction or injunctions to prevent or remedy breaches or threatened breaches of the Merger Agreement and to specifically enforce the terms and provisions thereof and to any further equitable relief, in addition to any other remedy to which any party is entitled under the Merger Agreement. The parties further agree to waive any requirement for the securing or posting of any bond in connection with any such remedy, and that such remedy will be in addition to any other remedy to which a party is entitled at law or in equity; provided, however, that neither SunGard nor any of its affiliates is entitled to seek the remedy of specific performance of the Merger Agreement against FIS' financing sources.

Amendment and Modification; Waivers

The Merger Agreement may only be amended or modified by written agreement signed by each party thereto. In addition, any amendment of the provisions of the Merger Agreement relating to FIS' debt financing sources in a manner that is adverse to such financing sources requires the prior written consent of such financing sources and no such amendment or modification may, after receipt of the Required Stockholder Approval, reduce or change the per share merger consideration or adversely affect the rights of SunGard's or SCCII's stockholders without re-obtaining the applicable component of the Required Stockholder Approval. Any failure of any of the parties to comply with any obligation, covenant, agreement or condition under the Merger Agreement may only be waived by the party or parties entitled to the benefits thereof by a written instrument signed by the party granting such waiver, but such waiver will not operate as a waiver of any subsequent or other failure.

Release; Non-Recourse

As of the closing of the Mergers, FIS (on its own behalf and on behalf of the Surviving Company and each of SunGard's subsidiaries) will release and forever discharge each holder of SunGard and SCCII stock party to the Support and Standstill Agreement or who delivers a letter of transmittal containing a release of FIS and its affiliates (including SunGard and its subsidiaries), and each of the equity holders, controlling persons, directors, officers, employees, general or limited partners, members, managers, agents or affiliates of such stockholders, from any claims, rights, obligations, debts, liabilities, actions or causes of action of every kind, which any of FIS, the Surviving Company and each of SunGard's subsidiaries had, now has or may in the future have, at law or in equity, against any released party in any way arising out of, in connection with, pertaining to or by reason of (a) their respective status as such (or as a director of SunGard or its subsidiaries or a fiduciary of any employee benefit plan of SunGard or of any of its present or former subsidiaries) or (b) any acts or omissions, or alleged acts or omissions, by any of them in their respective capacities as such, which acts or omissions existed or occurred at or prior to the closing. However, such release does not apply to any right or obligation (i) to the extent arising under the Merger Agreement, the Support and Standstill Agreement, the Registration Rights Agreement or the confidentiality agreement between FIS, SunGard, SCCII and SDS, (ii) with respect to claims or liabilities that arise as a result of fraud, intentional misrepresentation, willful misconduct or criminal acts by the released party or (iii) to the extent resulting from the released party's status as an employee of SunGard or its subsidiaries.

The Merger Agreement also provides that the Merger Agreement may only be enforced, and any claims related thereto to may only be made, against the entities and persons expressly identified as parties thereto in

Table of Contents

their capacities as such and no former, current or future stockholders, equity holders, controlling persons, directors, officers, employees, general or limited partners, members, managers, agents or affiliates of any party thereto will have any liability for any obligations or liabilities of the parties thereto or for any claim (whether in tort, contract or otherwise) based on, in respect of, or by reason of, the transactions contemplated thereby or in respect of any oral representations made or alleged to be made in connection therewith.

Third-Party Beneficiaries

The Merger Agreement is not intended to confer upon any person who is not a party to the Merger Agreement any right or remedy of any nature whatsoever, except for, among other things:

the right of the SunGard and SCCII stockholders and holders of SunGard equity-based awards to receive payment in accordance with the terms of the Merger Agreement;

pursuant to the provisions regarding indemnification of officers and directors of SunGard and its subsidiaries;

pursuant to the provisions regarding reimbursement of costs and expenses incurred by SunGard and its subsidiaries in connection with payment of SunGard's existing indebtedness and provisions regarding reimbursement of costs and expenses incurred by SunGard and its subsidiaries in connection with the financing of the Mergers (which is intended for the benefit of affiliates of SunGard and its subsidiaries in addition to SunGard and its subsidiaries); and

the certain general provisions pursuant to which the financing sources are third-party beneficiaries.

Governing Law

The Merger Agreement is governed by the laws of the State of Delaware without giving effect to any choice or conflict of laws provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

Table of Contents

MATERIAL CONTRACTS BETWEEN THE PARTIES

The Support and Standstill Agreements

The following describes the material provisions of the Support and Standstill Agreements entered into by FIS with the Sponsor Stockholders with respect to all shares of (a) Class A Common Stock, (b) Class L Common Stock and (c) SCCII preferred stock in each case, that each Sponsor Stockholder beneficially owned as of the date thereof, or thereafter. The description in this section and elsewhere in this consent solicitation statement/prospectus is qualified in its entirety by reference to the Support and Standstill Agreements. This summary does not purport to be complete and may not contain all of the information about the Support and Standstill Agreements that is important to SunGard or SCCII stockholders. FIS and SunGard encourage SunGard and SCCII stockholders to carefully read the Support and Standstill Agreements, which are attached to this consent solicitation statement/prospectus as Annexes B H, in their entirety.

Following the entry by the parties into the Merger Agreement, FIS entered into Support and Standstill Agreements, each dated as of the date of the Merger Agreement, with the Sponsor Stockholders with respect to all shares of (a) Class A Common Stock, (b) Class L Common Stock and (c) SCCII preferred stock, in each case, that each Sponsor Stockholder beneficially owned as of the date thereof, or thereafter. The Class A Common Stock, Class L Common Stock and SCCII preferred stock held by the Sponsor Stockholders constituted approximately 85% of the outstanding shares of Class A Common Stock, Class L Common Stock and SCCII preferred stock as of the date of the Merger Agreement. The Support and Standstill Agreements contain provisions requiring each Sponsor Stockholder to deliver a written consent adopting the Merger Agreement and approving the Mergers following the delivery of an effective registration statement on Form S-4 filed by FIS with respect to the shares of FIS common stock to be issued in the Mergers, and further, vote in favor of adopting the Merger Agreement and approving the Mergers at any meeting of SunGard and SCCII stockholders and against, among other things, another acquisition proposal or merger. Therefore, under the Support and Standstill Agreements, SunGard expects to receive a number of consents sufficient to satisfy the Required Stockholder Approval for the Merger Agreement.

The Support and Standstill Agreements also restrict, subject to limited exceptions, the transfer of more than 25% of the shares of FIS common stock received by the Sponsor Stockholders in the Mergers during the first 90 days following the closing date of the Mergers and the transfer of more than 50% of such shares during the first 180 days following such date.

Each of the Support and Standstill Agreements contain a customary standstill provision. This provision limits each Sponsor Stockholder's ability to acquire beneficial ownership of any FIS common stock (outside of the merger consideration). Each Sponsor Stockholder is also prohibited from soliciting proxies or otherwise seeking to advise or influence any person with respect to the voting of FIS common stock. Each Sponsor Stockholder is barred from submitting proposals or offers for any of certain specified extraordinary transactions regarding FIS securities or material assets. The Sponsor Stockholders are also prohibited from participating in a group required to file a statement on Schedule 13D or 13G with respect to FIS common stock (with certain limited exceptions), presenting any proposal for consideration by the stockholders of FIS or nominating or seeking the removal of any FIS board member, subjecting the FIS common stock held by such Sponsor Stockholder to a voting agreement, issuing any public announcement in support of or against any solicitation of votes as regards FIS common stock, making certain information requests under the Georgia Business Corporation Code, or requesting any amendment of the section governing the standstill provisions described in this paragraph (except if the amendment would not be reasonably likely to require public disclosure by FIS or such Sponsor Stockholder). In addition, the Support and Standstill Agreement also limits each Sponsor Stockholder from transferring any FIS common stock acquired pursuant to the Merger Agreement to any person who would, prior to or after giving effect to the transfer, beneficially own 5% or

more of FIS outstanding common stock, subject to certain exceptions including with the prior written consent of FIS. The standstill provision is effective from the closing date of the Mergers until the date on which the applicable Sponsor Stockholders no longer beneficially own an aggregate of at least 0.5% of the common stock of FIS.

Table of Contents

The Sponsor Stockholders are also restricted by a non-solicitation provision relating to certain members of the executive management team of SunGard. This provision is effective from the closing date of the Mergers until the date that is one year following the closing date of the Mergers.

The Support and Standstill Agreements will generally remain in full force and effect until fully performed by the parties thereto, with limited exceptions, including termination upon the termination of the Merger Agreement in accordance with its terms.

The Registration Rights Agreement

The following describes the material provisions of the Registration Rights Agreement entered into by FIS and the Sponsor Stockholders. The description in this section and elsewhere in this consent solicitation statement/prospectus is qualified in its entirety by reference to the Registration Rights Agreement. This summary does not purport to be complete and may not contain all of the information about the Registration Rights Agreement that is important to SunGard and SCCII stockholders. FIS and SunGard encourage SunGard and SCCII stockholders to carefully read the Registration Rights Agreement, which is attached to this consent solicitation statement/prospectus as Annex I, in its entirety.

In connection with the entry by the parties into the Merger Agreement, FIS entered into a Registration Rights Agreement with each of the Sponsor Stockholders, dated as of the date of the Merger Agreement (the Registration Rights Agreement). Each Sponsor Stockholder is entitled to certain demand registration rights, piggyback registration rights and shelf registration rights following the closing of the Mergers, in each case, subject to certain limitations. These rights require a minimum offering size by the Sponsor Stockholders of at least \$500 million. The registration rights terminate on the earlier of (i) the date on which the Merger Agreement is terminated in accordance with its terms, (ii) the fourth anniversary of the closing of the Mergers, or (iii) the date when the Sponsor Stockholders in the aggregate beneficially own less than 3% of the outstanding shares of FIS common stock. In connection with certain registered offerings, each party agrees to customary lock-up restrictions and indemnification provisions.

Table of Contents

DEBT FINANCING

The purchase of SunGard equity will be paid for with a combination of cash and stock as described elsewhere herein. Additionally, as of June 30, 2015, SunGard had an aggregate of \$2.458 billion of bank debt outstanding (consisting of SunGard's Senior Secured Credit Facilities and Secured Accounts Receivable Facility) (the SunGard Bank Debt) and \$2.211 billion of unsecured notes outstanding (the SunGard Notes). FIS intends (i) to pay the cash portion of the purchase price for the equity of SunGard, (ii) to refinance or repay all of the foregoing SunGard debt as of the closing of the Mergers and (iii) to pay related fees and expenses estimated at approximately \$180 million using a combination of:

a \$1.5 billion senior unsecured delayed draw term loan facility, referred to as the new term loan credit agreement in this consent solicitation statement/prospectus, which is described below; and

approximately \$5.5 billion using a combination of new unsecured FIS notes, borrowings under FIS existing revolving credit facility and cash on hand.

In the event that new FIS unsecured notes are not issued and sold prior to the closing of the Mergers, then FIS intends to use the proceeds of a \$1.1 billion bridge loan, together with the new term loan and approximately \$2.2 billion in borrowings under FIS existing revolving credit facility, to pay the cash portion of the purchase price and repay the SunGard Bank Debt at closing, and leave the SunGard Notes outstanding. In such event, it would be FIS intention to refinance the bridge loan and the SunGard Notes following the closing when new FIS notes can be issued. FIS has also obtained commitments for the foregoing bridge loan, which is referred to as the bridge loan in this consent solicitation statement/prospectus.

Bridge Commitment Letter

Bridge Loan

Pursuant to the terms of the bridge facility commitment letter filed as Exhibit 10.9 to FIS Current Report on Form 8-K dated August 12, 2015 and filed with the SEC on August 14, 2015, the proceeds of the bridge loan will be available upon the satisfaction of certain conditions precedent to the completion of the Mergers and, if drawn, will be used to finance, in part, the cash consideration for the Mergers, the fees and expenses incurred in connection with the Mergers and the repayment of the existing debt of SunGard. The bridge loan will mature on the 364th day after completion of the Mergers.

Conditions Precedent

The commitments of the bridge lenders to provide the bridge loan are subject to certain conditions, including contemporaneous completion of the Mergers, FIS delivery of certain financial statements, the accuracy in all material respects of certain representations, the payment of certain fees, delivery of a solvency certificate and other conditions to completion more fully set forth in the bridge facility commitment letter.

Commitments and Commitment Reductions

The bridge facility commitment letter currently provides an aggregate of \$1.1 billion of commitments. The aggregate commitments of the bridge lenders to provide the bridge loan shall be permanently reduced dollar-for-dollar by an

amount equal to the aggregate net cash proceeds received by FIS or any of its subsidiaries from the consummation of any debt offering or equity offering (each as described below), in each case prior to the funding of the bridge loans on the completion of the Mergers.

For purposes of the bridge facility commitment letter, a debt offering includes the incurrence of debt for borrowed money, including any issuance of notes (which would include the new FIS notes) through a public

Table of Contents

offering or in a Rule 144A or other private placement, debt securities convertible into equity securities, issued in a public offering, private placement or otherwise, or bank loans by FIS or any of its subsidiaries. An equity offering means any issuance of equity or equity-linked securities (in a public offering or private placement) by FIS or its subsidiaries.

FIS intends that, prior to the closing date of the Mergers, the remaining commitment with respect to the bridge loan will have been permanently reduced by the issuance of senior unsecured notes.

Mandatory Prepayments

If the bridge loan is funded, the aggregate amount outstanding must be repaid by an amount equal to (a) 100% of the net cash proceeds of any debt offering or equity offering (each as described above) after the closing date of the Mergers, subject to exceptions more fully set forth in the bridge facility commitment letter, and (b) 100% of the net cash proceeds of non-ordinary course asset sales by FIS and its subsidiaries, subject to reinvestment rights and other exceptions more fully set forth in the bridge facility commitment letter.

Covenants and Events of Default

The bridge facility commitment letter contains covenants relating to the following subjects: (i) financial statements; (ii) certificates and other information; (iii) notices; (iv) payment of obligations; (v) preservation of existence; (vi) maintenance of properties; (vii) maintenance of insurance; (viii) compliance with laws; (ix) books and records; (x) inspection rights; (xi) use of proceeds; (xii) further assurances; (xiii) designation of unrestricted subsidiaries; (xiv) liens; (xv) investments; (xvi) subsidiary indebtedness; (xvii) dispositions; (xviii) restricted payments; and (xix) acquisitions.

In addition, the bridge facility commitment letter includes a maximum ratio of consolidated total debt to consolidated EBITDA and a minimum ratio of consolidated EBITA to interest charges.

The bridge facility commitment letter also contains certain events of default, limited to: (i) nonpayment of principal, and, subject to grace periods, interest, fees or other amounts; (ii) any representation or warranty proving to have been incorrect when made or confirmed in any material and adverse respect; (iii) failure to perform or observe covenants set forth in the loan documentation within 30 days, where customary and appropriate after notice of such failure; (iv) cross-default to other indebtedness in an aggregate principal amount exceeding \$225 million; (v) bankruptcy and insolvency defaults (with 60-day grace period for involuntary proceedings); (vi) monetary judgment defaults in an aggregate amount exceeding \$225 million which are not covered by insurance and which remain unpaid and unstayed for a period of 60 days; (vii) actual or asserted invalidity of any loan documentation by FIS or any of its subsidiaries; (viii) change of control; and (ix) ERISA defaults.

New Term Loan Credit Agreement

Delayed Draw Term Loan

Pursuant to the new term loan credit agreement, filed as Exhibit 10.1 to FIS Current Report on Form 8-K dated September 1, 2015 and filed with the SEC on September 3, 2015, the proceeds of the new term loan will be available upon the satisfaction of certain conditions precedent on completion of the Mergers and, if drawn, will be used to finance, in part, the cash consideration for the Mergers, to pay fees and expenses incurred in connection with the Mergers, general corporate purposes and at FIS option the redemption of any SunGard Notes. The new term loan will mature on the third anniversary of the initial funding date.

Table of Contents

Conditions Precedent

The obligations of the term lenders to provide the new term loan are subject to certain conditions, including contemporaneous completion of the Mergers, FIS' delivery of certain financial statements, the accuracy in all material respects of certain representations, the payment of certain fees, delivery of a solvency certificate and other conditions to completion more fully set forth in the term loan agreement under which the new term loan will be made.

Covenants and Events of Default

The term loan agreement contains covenants relating to the following subjects: (i) financial statements; (ii) certificates and other information; (iii) notices; (iv) payment of obligations; (v) preservation of existence; (vi) maintenance of properties; (vii) maintenance of insurance; (viii) compliance with laws; (ix) books and records; (x) inspection rights; (xi) use of proceeds; (xii) SunGard issuer guaranty; (xiii) further assurances; (xiv) designation of unrestricted subsidiaries; (xv) liens; (xvi) investments; (xvii) subsidiary indebtedness; (xviii) dispositions; and (xix) restricted payments.

In addition, the term loan agreement includes a maximum ratio of consolidated total debt to consolidated EBITDA and a minimum interest coverage ratio and a minimum ratio of consolidated EBITA to interest charges.

The term loan agreement also contains certain events of default, limited to: (i) nonpayment of principal, and, subject to grace periods, interest, fees or other amounts; (ii) any representation or warranty proving to have been incorrect or misleading when made or confirmed in any material and adverse respect; (iii) failure to perform or observe certain specified covenants set forth in the loan documentation; (iv) failure to perform or observe other covenants set forth in the loan documentation within 30 days following notice of non-compliance from the administrative agent to FIS; (v) cross-default to other indebtedness in an aggregate principal amount exceeding \$225 million; (vi) bankruptcy and other insolvency defaults (with 60-day grace period for involuntary proceedings); (vii) monetary judgment defaults in an aggregate amount exceeding \$225 million which are not covered by insurance and which remain unpaid and unstayed for a period of 60 days; (viii) admission of inability to pay debts or attachment is issued or levied against property in an amount exceeding \$225 million which is not paid, released, vacated or fully bonded within 60 days after its issue or levy; (ix) change of control; and (x) ERISA defaults.

Table of Contents**MARKET PRICE AND DIVIDEND INFORMATION**

FIS common stock is listed for trading on the NYSE under the trading symbol FIS. The following table sets forth, for the periods indicated, dividends declared and the high and low sales prices per share of FIS common stock as reported on the NYSE.

There is no established public trading market for SunGard common stock. The following table sets forth, for the periods indicated, dividends declared with respect to SunGard common stock. SunGard stockholders are urged to obtain current market quotations for FIS common stock and to carefully review the other information contained in this consent solicitation statement/prospectus or incorporated by reference into this consent solicitation statement/prospectus, when considering whether to adopt the Merger Agreement and thereby approve the Mergers and the other transactions contemplated thereby. See *Where You Can Find Additional Information* beginning on page 181 of this consent solicitation statement/prospectus.

Calendar Period	FIS Common Stock			SunGard Common Stock
	High	Low	Dividends Declared	Dividends Declared
2013				\$ 0
First Quarter	\$ 39.62	\$ 35.57	\$ 0.22	
Second Quarter	\$ 45.80	\$ 39.05	\$ 0.22	
Third Quarter	\$ 47.41	\$ 42.80	\$ 0.22	
Fourth Quarter	\$ 53.68	\$ 44.90	\$ 0.22	
2014				\$ 0
First Quarter	\$ 56.55	\$ 48.87	\$ 0.24	
Second Quarter	\$ 55.29	\$ 51.28	\$ 0.24	
Third Quarter	\$ 58.51	\$ 54.86	\$ 0.24	
Fourth Quarter	\$ 64.04	\$ 52.38	\$ 0.24	
2015				\$ 0
First Quarter	\$ 68.98	\$ 60.36	\$ 0.26	
Second Quarter	\$ 68.55	\$ 60.79	\$ 0.26	
Third Quarter (through October 8, 2015)	\$ 71.59	\$ 61.35	\$ 0.26	

Table of Contents

UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL INFORMATION

The accompanying unaudited pro forma condensed combined balance sheet combines the historical consolidated balance sheets of FIS and SunGard, giving effect to the Mergers as if they had occurred on June 30, 2015. The unaudited pro forma condensed combined statements of earnings combine the historical consolidated statements of earnings of FIS and SunGard, giving effect to the Mergers as if they had occurred on January 1, 2014. The historical consolidated financial information has been adjusted in the unaudited pro forma condensed combined financial statements to give effect to pro forma events that are (1) directly attributable to the acquisition, (2) factually supportable, and (3) with respect to the statements of earnings, expected to have a continuing impact on the combined results. The unaudited pro forma condensed combined financial information should be read in conjunction with the accompanying notes to the unaudited pro forma condensed combined financial statements. In addition, the unaudited pro forma condensed combined financial information was based on and should be read in conjunction with the following:

separate historical financial statements of FIS as of and for the six months ended June 30, 2015 and the related notes included in FIS Quarterly Report on Form 10-Q for the six-month period ended June 30, 2015 incorporated by reference herein,

separate historical financial statements of FIS as of and for the year ended December 31, 2014 and the related notes included in FIS Annual Report on Form 10-K for the year ended December 31, 2014 incorporated by reference herein, except for the following sections, which were updated by the Current Report on Form 8-K dated May 8, 2015, also incorporated herein by reference: Part I, Item 1. Business ; Part II, Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations ; and Part II, Item 8. Financial Statements and Supplementary Data .

separate historical financial statements of SunGard as of and for the six months ended June 30, 2015 and the related notes included in this consent solicitation statement/prospectus, and

separate historical financial statements of SunGard as of and for the year ended December 31, 2014 and the related notes included in this consent solicitation statement/prospectus.

The unaudited pro forma condensed combined financial information has been presented for informational purposes only. The pro forma information is not necessarily indicative of what the combined company's financial position or results of operations actually would have been had the Mergers been completed as of the dates indicated. In addition, the unaudited pro forma condensed combined financial information does not purport to project the future financial position or operating results of the combined company. Transactions between FIS and SunGard during the periods presented in the unaudited pro forma condensed combined financial statements are not significant.

The unaudited pro forma condensed combined financial information has been prepared using the acquisition method of accounting under existing U.S. generally accepted accounting principles (GAAP). The acquisition method of accounting is dependent upon certain procedures, such as valuations, appraisals, and discussions and input from SunGard management, which have to be performed to obtain the necessary information to recognize the acquired assets and liabilities at fair value. At this time, these activities have yet to commence or progress to a stage where there is sufficient information for a definitive measurement. Accordingly, the pro forma adjustments are preliminary

and have been made solely for the purpose of providing unaudited pro forma condensed combined financial information. Differences between these preliminary estimates and the final acquisition accounting will occur and these differences could have a material impact on the accompanying unaudited pro forma condensed combined financial statements and the combined company's future results of operations and financial position.

Table of Contents**UNAUDITED PRO FORMA CONDENSED COMBINED BALANCE SHEET****AS OF JUNE 30, 2015**

	(in millions)			
	FIS	SunGard	Pro Forma Adjustments	Pro Forma Combined
ASSETS				
Current assets:				
Cash and cash equivalents	\$ 446.4	\$ 538.0	\$ (39.7)	(a) \$ 944.7
Settlement deposits	239.2			239.2
Trade receivables, net	1,127.3	561.0		1,688.3
Settlement receivables	330.3			330.3
Other receivables	30.3	16.1		46.4
Due from Brazilian venture partner	34.9			34.9
Prepaid expenses and other current assets	204.0	83.6		287.6
Deferred income taxes	70.2	8.3		78.5
Total current assets	2,482.6	1,207.0	(39.7)	3,649.9
Property and equipment, net	495.0	149.0		644.0
Goodwill	8,751.8	3,744.0	3,675.6	(b) 16,171.4
Intangible assets, net	1,123.3	1,010.0	1,720.0	(c) 3,853.3
Computer software, net	905.6	222.0	324.0	(d) 1,451.6
Deferred contract costs, net	232.3			232.3
Other noncurrent assets	312.9	73.0	(41.1)	(e) 344.8
Total assets	\$ 14,303.5	\$ 6,405.0	\$ 5,638.8	\$ 26,347.3
LIABILITIES AND EQUITY				
Current liabilities:				
Accounts payable and accrued liabilities	\$ 794.6	\$ 336.0	\$ (33.9)	(f) \$ 1,096.7
Settlement payables	539.3			539.3
Deferred revenues	318.9	541.0	(243.5)	(g) 616.4
Short term debt and current portion of long-term debt	13.5	3.0	1,097.0	(h) 1,113.5
Due to Brazilian venture partner	11.0			11.0
Total current liabilities	1,677.3	880.0	819.6	3,376.9
Long-term debt, excluding current portion	5,029.8	4,669.0	1,314.0	(h) 11,012.8
Deferred income taxes	837.7	506.6	693.8	(i) 2,038.1
Due to Brazilian venture partner	26.3			26.3
Deferred revenues	28.1			28.1
Other long-term liabilities	173.0	129.4		302.4
Total liabilities	7,772.2	6,185.0	2,827.4	16,784.6

Edgar Filing: Fidelity National Information Services, Inc. - Form S-4/A

Preferred and common stock subject to put options	100.0	(100.0)	(m)	
Equity:				
Preferred stock				
Common stock	3.9		0.4	(j) 4.3
Additional paid in capital	7,386.0	2,672.0	452.2	(k) 10,510.2
Retained earnings	2,950.9	(3,928.0)	3,834.8	(l) 2,857.7
Accumulated other comprehensive earnings (loss)	(198.1)	(174.0)	174.0	(m) (198.1)
Treasury stock, at cost	(3,702.2)	(26.0)	26.0	(m) (3,702.2)
Total FIS/SunGard stockholders equity	6,440.5	(1,456.0)	4,487.4	9,471.9
Noncontrolling interest	90.8	1,576.0	(1,576.0)	(m) 90.8
Total equity	6,531.3	120.0	2,911.4	9,562.7
Total liabilities and equity	\$ 14,303.5	\$ 6,405.0	\$ 5,638.8	\$ 26,347.3

See accompanying notes to unaudited pro forma condensed combined financial statements. Pro forma adjustments are described in note 6.

Table of Contents

UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF EARNINGS
FOR THE YEAR ENDED DECEMBER 31, 2014

	(in millions, except per share data)				
	FIS	SunGard	Pro Forma Adjustments		Pro Forma Combined
Processing and services revenues	\$ 6,413.8	\$ 2,809.0	\$ (265.0)	(g)	\$ 8,957.8
Cost of revenues	4,332.7	1,701.3	289.6	(n)	6,323.6
Gross profit	2,081.1	1,107.7	(554.6)		2,634.2
Selling, general, and administrative expenses	810.5	682.7	(9.0)	(o)	1,484.2
Impairment charges		339.0			339.0
Operating income	1,270.6	86.0	(545.6)		811.0
Other income (expense):					
Interest income (expense), net	(157.5)	(290.0)	4.3	(h)	(443.2)
Other income (expense), net	(59.7)	(61.0)			(120.7)
Total other income (expense), net	(217.2)	(351.0)	4.3		(563.9)
Earnings from continuing operations before income taxes	1,053.4	(265.0)	(541.3)		247.1
Provision for income taxes	335.1	(57.0)	(173.8)	(p)	104.3
Earnings (loss) from continuing operations, net of tax	718.3	(208.0)	(367.5)		142.8
Net (earnings) loss attributable to noncontrolling interest	(27.8)	(174.0)			(201.8)