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

FORM S-8
REGISTRATION STATEMENT
UNDER THE SECURITIES ACT OF 1933

Fidelity National Financial, Inc.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation or organization)
601 Riverside Avenue
Jacksonville, Florida
(Address of Principal Executive Offices)

16-1725106
(I.R.S. Employer Identification No.)
32204
(Zip Code)

Fidelity National Financial, Inc. Amended and Restated Employee Stock Purchase Plan
(Full Title of Plans)

Michael L. Gravelle
Executive Vice President, General Counsel and Corporate Secretary
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
(Name and address of agent for service)
(904) 854-8100
(Telephone number, including area code, of agent for service)

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

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

EXPLANATORY NOTE

This Registration Statement on Form S-8 of Fidelity National Financial, Inc., a Delaware corporation (the “Registrant”) is being filed pursuant to General Instruction E of Form S-8 in connection with the registration of an additional 12,000,000 shares of FNF common stock, par value \$0.0001 per share, for issuance under the Fidelity National Financial, Inc. Amended and Restated Employee Stock Purchase Plan (the “Plan”) of the Registrant. The shares are additional securities of the same class as other securities for which previous Registration Statements on Form S-8 were filed with the U.S. Securities and Exchange Commission (the “SEC”) on July 3, 2014.

The information contained in the Registration Statement on Form S-8 originally filed by the Registrant with the SEC (File Nos. 333-197249), pursuant to the Securities Act, is incorporated by reference into this Registration Statement.

At the 2022 annual meeting of the shareholders of the Registrant, the shareholders approved an amendment and restatement of the Plan, which had been previously adopted by the Registrant's board of directors on May 4, 2022. This amendment and restatement increased the authorized shares available for issuance under the Plan by 12,000,000 shares, in the aggregate, in order to assure that the Registrant has adequate means to offer the Plan to its employees on a going-forward basis. Prior to the approval of the amendment and restatement of the Plan, there were 1,655,971 shares that had been previously authorized under the Plan remaining available for purchase by Plan participants.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The Registrant hereby incorporates by reference into this Registration Statement the following documents previously filed with the SEC:

- (a) Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2021, filed with the SEC on February 25, 2022, as amended on May 2, 2022;
- (b) The information specifically incorporated by reference into Registrant's Annual Report on Form 10-K from the Registrant's definitive proxy statement on Schedule 14A, filed with the SEC on May 6, 2022;
- (c) Registrant's Quarterly Reports on Form 10-Q for the quarters ended March 31, 2022 and June 30, 2022, filed with the SEC on May 10, 2022 and August 5, 2022, respectively;
- (d) Registrant's Current Reports on Forms 8-K dated January 5, 2022, February 17, 2022, April 6, 2022, May 10, 2022, June 21, 2022 and July 2, 2022; and
- (e) The description of the Registrant's FNF Group common stock in the Registrant's Registration Statement on Form 8-A (File No. 1-32630) filed with the SEC on June 18, 2014, under the Securities Exchange Act of 1934, as amended, including any amendment or report filed for the purpose of updating such description.

*Any report (or portion thereof) “furnished” on Form 8-K shall not be incorporated by reference.

All documents subsequently filed by the Registrant with the SEC pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act, on or after the date of this Registration Statement prior to the filing of a post-effective amendment to this Registration Statement which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference into this Registration Statement and to be a part hereof from the date of filing of such documents with the SEC. Unless expressly incorporated into this Registration Statement, a report (or portion thereof) furnished on Form 8-K prior or subsequent to the date hereof shall not be incorporated by reference into this Registration Statement.

Any statement contained in a document incorporated by reference herein shall be deemed to be modified or superseded for purposes hereof to the extent that a statement contained herein (or in any subsequently filed document which also is incorporated by reference herein or any document which constitutes part of the prospectus relating to the Plan meeting the requirements of Section 10(a) of the Securities Act) modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

None.

Item 6. Indemnification of Directors and Officers.

The following summary is qualified in its entirety by reference to the complete text of the statutes referred to below, the Registrant's Amended and Restated Certificate of Incorporation (the "Certificate") and Amended and Restated Bylaws.

The Registrant is incorporated under the laws of the State of Delaware. Section 145 of the Delaware General Corporation Law provides that a corporation may indemnify directors and officers, as well as other employees and individuals, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with any threatened, pending or completed actions, suits or proceedings in which such person is made a party by reason of such person being or having been a director, officer, employee or agent to the Registrant. The Delaware General Corporation Law provides that Section 145 is not exclusive of other rights to which those seeking indemnification may be entitled under any certificate of incorporation, bylaws, agreement, vote of stockholders or disinterested directors or otherwise. The Certificate provides for indemnification by the Registrant of its directors, officers and employees to the fullest extent permitted by the Delaware General Corporation Law.

Section 102(b)(7) of the Delaware General Corporation Law permits a corporation to provide in its certificate of incorporation that a director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) for unlawful payments of dividends or unlawful stock repurchases, redemptions or other distributions or (iv) for any transactions from which the director derived an improper personal benefit. The Certificate provides for such limitation of liability.

The Registrant maintains standard policies of insurance under which coverage is provided (i) to its directors and officers against loss arising from claims made by reason of breach of duty or other wrongful act and (ii) to the Registrant with respect to payments which may be made by the registrant to such directors and officers pursuant to the above indemnification provision or otherwise as a matter of law.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

Exhibit No. Description _____

- 4.1 [Fifth Amended and Restated Certificate of Incorporation \(incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed on June 13, 2018\)](#)
- 4.2 [Fifth Amended and Restated Bylaws of Fidelity National Financial, Inc., dated January 5, 2022 \(incorporated by reference to Exhibit 3.2 to the Registrant's Current Report on Form 8-K filed on January 5, 2022\)](#)
- 5.1 [Opinion of Weil Gotshal & Manges LLP](#)
- 23.1 [Consent of Ernst & Young LLP](#)
- 23.2 Consent of Weil Gotshal & Manges LLP (included in its opinion filed as Exhibit 5.1 hereto)
- 24.1 Power of Attorney (included on signature page to this Registration Statement)
- 99.1 [Fidelity National Financial, Inc. Amended and Restated Employee Stock Purchase Plan](#)
- 107 [Filing Fee Table](#)

Item 9. Undertakings.

(a) The undersigned Registrant hereby undertakes:

- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement;
 - (i) To include any prospectus required by Section 10(a)(3) of the Securities Act;
 - (ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and
 - (iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;
 - (A) provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) above do not apply if the Registration Statement is on Form S-8 and the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the Registration Statement.
- (2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

- (b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ William P. Foley, II</u> William P. Foley, II	Chairman of the Board	August 19, 2022
<u>/s/ Raymond R. Quirk</u> Raymond R. Quirk	Executive Vice-Chairman	August 19, 2022
<u>/s/ Michael J. Nolan</u> Michael J. Nolan	Chief Executive Officer (Principal Executive Officer)	August 19, 2022
<u>/s/ Anthony J. Park</u> Anthony J. Park	Executive Vice President and Chief Financial Officer (Principal Financial and Accounting Officer)	August 19, 2022
<u>/s/ Douglas K. Ammerman</u> Douglas K. Ammerman	Director	August 19, 2022
<u>/s/ Halim Dhanidina</u> Halim Dhanidina	Director	August 19, 2022
<u>/s/ Thomas M. Hagerty</u> Thomas M. Hagerty	Director	August 19, 2022
<u>/s/ Daniel D. (Ron) Lane</u> Daniel D. (Ron) Lane	Director	August 19, 2022
<u>/s/ Sandra D. Morgan</u> Sandra D. Morgan	Director	August 19, 2022
<u>/s/ Heather H. Murren</u> Heather H. Murren	Director	August 19, 2022
<u>/s/ John D. Rood</u> John D. Rood	Director	August 19, 2022
<u>/s/ Peter O. Shea, Jr.</u> Peter O. Shea, Jr.	Director	August 19, 2022
<u>/s/ Cary H. Thompson</u> Cary H. Thompson	Director	August 19, 2022

Calculation of Filing Fee Table

Form S-8
(Form Type)

Fidelity National Financial, Inc.
(Exact Name of Registrant as Specified in its Charter)

Table 1: Newly Registered Securities

Security Type	Title of Securities to be Registered	Fee Calculation Rule	Amount Registered	Proposed Maximum Offering Price Per Unit	Maximum Aggregate Offering Price (2)	Fee Rate	Amount of Registration Fee
Equity	FNF common stock, par value \$0.0001 per share (1)	Rule 457(c) and Rule 457(h)(1)	12,000,000	\$40.785	\$489,000,000	0.0000927	\$45,330.30
	Total Offering Amounts:						\$45,330.30
	Total Fee Offsets:						—
	Net Fee Due:						\$45,330.30

- (1) Represents additional shares of FNF common stock available for future issuance as awards under the Fidelity National Financial, Inc. Amended and Restated Employee Stock Purchase Plan (the "Plan"). The maximum number of additional shares available for issuance under the Plan is 12,000,000 shares. Pursuant to Rule 416(a) of the Securities Act of 1933, as amended (the "Securities Act"), this Registration Statement on Form S-8 (the "Registration Statement") also registers any additional securities to be offered or issued in connection with from stock splits, stock dividends, recapitalizations or similar transactions.
- (2) Estimated solely for the purpose of calculating the registration fee. Pursuant to Rule 457(c) and Rule 457(h)(1) under the Securities Act, the proposed maximum offering price per share and the proposed maximum aggregate offering price have been determined on the basis of the average of the high share price \$41.07 and low share price \$40.50 of our FNF common stock reported in the consolidated reporting system on August 15, 2022.

August 19, 2022

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204

Ladies and Gentlemen:

We have acted as counsel to Fidelity National Financial, Inc., a Delaware corporation (the “Company”), in connection with the preparation and filing with the Securities and Exchange Commission of the Company’s Registration Statement on Form S-8 (the “Registration Statement”), under the Securities Act of 1933, as amended (the “Securities Act”), relating to the registration by the Company of 12,000,000 shares of the Company’s common stock, par value \$0.0001 per share, of the Company (the “Shares”), which may be issued pursuant to the Fidelity National Financial, Inc. Amended and Restated Employee Stock Purchase Plan (the “ESPP”).

In so acting, we have examined originals or copies (certified or otherwise identified to our satisfaction) of (i) the Amended and Restated Certificate of Incorporation of the Company; (ii) the Amended and Restated Bylaws of the Company; (iii) the ESPP; (iv) the Registration Statement; and (v) such corporate records, agreements, documents and other instruments, and such certificates or comparable documents of public officials and of officers and representatives of the Company, and have made such inquiries of such officers and representatives, as we have deemed relevant and necessary as a basis for the opinion hereinafter set forth.

In such examination, we have assumed the genuineness of all signatures, the legal capacity of all natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified, conformed or photostatic copies, and the authenticity of the originals of such latter documents. As to all questions of fact material to this opinion that have not been independently established, we have relied upon certificates or comparable documents of officers and representatives of the Company.

Based on the foregoing, and subject to the qualifications stated herein, we are of the opinion that the Shares, when issued and delivered upon the receipt of consideration constituting lawful consideration under Delaware law in accordance with the ESPP, will be validly issued, fully paid and non-assessable.

The opinions expressed herein is limited to the corporate laws of the State of Delaware, and we express no opinion as to the effect on the matters covered by this letter of the laws of any other jurisdiction.

We hereby consent to the use of this letter as an exhibit to the Registration Statement and to any and all references to our firm in the Registration Statement. In giving such consent we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Securities and Exchange Commission.

Very truly yours,

/s/ Weil, Gotshal & Manges LLP

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the Registration Statement (Form S-8) pertaining to the Fidelity National Financial, Inc. Amended and Restated Employee Stock Purchase Plan of our reports dated February 25, 2022, with respect to the consolidated financial statements of Fidelity National Financial, Inc. and subsidiaries, and the effectiveness of internal control over financial reporting of Fidelity National Financial, Inc. and subsidiaries, included in its Annual Report (Form 10-K) for the year ended December 31, 2021, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

Jacksonville, Florida
August 19, 2022

FIDELITY NATIONAL FINANCIAL, INC. AMENDED AND RESTATED 2013 EMPLOYEE STOCK PURCHASE PLAN

Fidelity National Financial, Inc., a Delaware corporation (hereinafter referred to as the “Company”), hereby amends and restates the “Fidelity National Financial, Inc. 2013 Employee Stock Purchase Plan” (hereinafter referred to as the “Plan”), effective as of the date of the Company’s annual shareholder meeting in 2022. The Plan was last approved by the Company’s shareholders at the Company’s annual shareholder meeting in 2022 (the “Effective Date”). The Plan became effective on October 1, 2013. The Plan shall remain in effect, subject to the right of the Board to amend or terminate the Plan at any time pursuant to Section 10.1 hereof, until all of the shares of Company Stock authorized under the Plan have been purchased according to the Plan’s provisions.

ARTICLE 1 PURPOSE OF PLAN

1.1 **PURPOSE.** The Company has determined that it is in its best interests to provide an incentive to attract and retain Employees and to increase Employee morale by providing a program through which Employees may acquire a proprietary interest in the Company through the purchase of shares of Company Stock. The Plan shall permit Employees to purchase shares of Company Stock through payroll deductions and through a Company matching program. Participation in the Plan is entirely voluntary and neither the Company nor any of its Subsidiaries makes any recommendations to their Employees as to whether they should participate in the Plan. The Plan is not intended to be an employee benefit plan under the Employee Retirement Income Security Act of 1974, as amended, nor qualify as an “employee stock purchase plan” under Section 423 of the Code.

ARTICLE 2 DEFINITIONS

Capitalized terms used herein without definition shall have the respective meanings set forth below:

2.1 **ACCOUNT.** “Account” means the bookkeeping entry maintained by the Company on behalf of each Participant for the purpose of accounting for all Participant Contributions credited to the Participant pursuant to the Plan.

2.2 **BASE EARNINGS.** “Base Earnings” means the amount of a Participant’s regular salary before deductions required by law and deductions authorized by the Participant, including any elective deferrals with respect to a plan of an Employer qualified under Sections 125 or 401(a) of the Code and any amounts deferred by the Participant to a nonqualified deferred compensation plan sponsored by an Employer. In the case of Participants primarily compensated on a commission basis, “Base Earnings” may include commission earnings not to exceed \$10,000 per month. “Base Earnings” shall not include: wages paid for overtime, extended workweek schedules or any other form of extra compensation, payments made by an Employer based upon salary for Social Security, workers’ compensation, unemployment compensation, disability payments or any other payment mandated by state or federal statute, or salary-related contributions made by an Employer for insurance, annuity or any other employee benefit plan.

2.3 **BOARD.** “Board” means the Board of Directors of the Company.

2.4 **BROKER.** “Broker” means the financial institution designated by the Company to act as Broker for the Plan.

2.5 **CODE.** “Code” means the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

2.6 COMMITTEE. "Committee" means the Committee described in Article 8.

2.7 COMPANY. "Company" means Fidelity National Financial, Inc., a Delaware corporation, and any successor thereto.

2.8 COMPANY STOCK. "Company Stock" means the common stock of the Company, par value \$0.0001 per share.

2.9 EMPLOYEE. "Employee" means each person currently employed by an Employer (a) any portion of whose income is subject to withholding of income tax or for whom Social Security retirement contributions are made by an Employer, or (b) who qualifies as a common-law employee of an Employer. Notwithstanding the foregoing, persons determined by the Committee not to be Employees and persons on a leave of absence shall not be treated as "Employees" for purposes of this Plan.

2.10 EMPLOYER. "Employer" means the Company and any Subsidiary designated by the Committee.

2.11 MATCHING DATE. "Matching Date" means the date during the calendar month following the annual anniversary of the applicable Quarter End on which an Employer credits Match Shares to a Participant's Share Account.

2.12 MATCH PRICE. "Match Price" means the closing price of a share of Company Stock on the Wednesday preceding the Matching Date (or on such other date during the week that includes the Matching Date, as determined by the Company).

2.13 MATCH SHARES. "Match Shares" means shares of Company Stock credited to Participants' Share Accounts pursuant to Article 5 and Sections 6.1 and 6.2(a).

2.14 PARTICIPANT. "Participant" means an Employee who has satisfied the eligibility requirements of Section 3.1 and has become a participant in the Plan in accordance with Section 3.2.

2.15 PAYROLL PERIOD. "Payroll Period" means the pay periods coinciding with an Employer's payroll practices, as revised from time to time.

2.16 PLAN YEAR. "Plan Year" means the twelve consecutive month period ending each December 31.

2.17 PREVIOUSLY RELATED EMPLOYER. "Previously Related Employer" means Black Knight, Inc., Cannae Holdings, Inc., and Fidelity National Information Services, Inc. (and any predecessor, successor or Subsidiary of any of the foregoing).

2.18 QUALIFYING EMPLOYMENT. "Qualifying Employment" means (i) employment with any Employer (including both current employment and, with respect to employees who were reinstated or rehired by an Employer within one (1) year after the cessation of employment with an Employer, employment with the Employer prior to the cessation of employment) and (ii) employment with a Previously Related Employer prior to commencing employment with an Employer (provided that the employee was hired by the Employer within one (1) year after cessation of employment with the Previously Related Employer).

2.19 QUARTER. "Quarter" means, with respect to each Plan Year, the following four calendar quarters: January 1 through March 31, April 1 through June 30, July 1 through September 30 and October 1 through December 31.

2.20 QUARTER END. "Quarter End" means the last day of each Quarter (i.e., March 31, June 30, September 30 or December 31).

2.21 SHARE ACCOUNT. "Share Account" means the account maintained by the Broker on behalf of each Participant for the purpose of accounting for Match Shares and Company Stock purchased by the Participant pursuant to the Plan.

2.22 SUBSIDIARY. "Subsidiary" means any corporation in which the Company owns, directly or indirectly, at least fifty percent (50%) of the total combined voting power of all classes of stock, or any other entity (including, but not limited to, partnerships and joint ventures) in which the Company owns, directly or indirectly, at least fifty percent (50%) of the combined equity thereof.

ARTICLE 3 Eligibility AND PARTICIPATION

3.1 ELIGIBILITY.

(a) Each Employee of an Employer who was a Participant in the Plan as of the Effective Date shall continue to be eligible to participate in the Plan.

(b) Notwithstanding any other provisions herein, each Employee who was employed by an organization, which was part of a corporate transaction with the Company immediately prior to commencing employment with an Employer, shall be eligible to participate in the Plan upon commencing employment with an Employer if (1) such corporate transaction documents provided for such immediate eligibility or (2) the Committee so decides.

(c) All other Employees of an Employer shall be eligible to become Participants in the Plan following the later of:

(i) attaining the age of eighteen (18), and

(ii) the completion of ninety (90) days of Qualifying Employment.

The Committee may, in its discretion, waive any of the foregoing eligibility requirements on an individual or group basis.

3.2 PARTICIPATION. An Employee who has satisfied the eligibility requirements of Section 3.1 may become a Participant in the Plan upon his or her completion of such enrollment procedures as the Company may prescribe, which procedures may include responding to enrollment procedures set forth via an Internet website or a voice response system authorizing payroll deductions. Payroll deductions for a Participant shall commence as soon as administratively practicable following the completion of the enrollment procedures established by the Company and shall remain in effect until changed by the Participant in accordance with Section 4.2 below. Employees who become eligible to participate in the Plan due, in whole or in part, to Qualifying Employment attributable to prior employment with an Employer or with a Previously Related Employer will commence participation on the first day of the month following the later of (a) commencement of employment with an Employer (if the employee has (90) days of Qualifying Employment on the employment commencement date) and (b) completion of ninety (90) days of Qualifying Employment.

3.3 SPECIAL RULES. In the event that a person is excluded from participation in the Plan under Section 2.9 above and a court of competent jurisdiction determines that the person is eligible to participate in the Plan, the person shall be treated as an Employee only from the date of the court's determination and shall not be entitled to retroactive participation in the Plan.

ARTICLE 4 PARTICIPANT CONTRIBUTIONS

4.1 PARTICIPANT ELECTION. Pursuant to the enrollment procedures established by the Company in Section 3.2, each Participant shall designate the amount of payroll deductions ("Participant

Contributions”) to be made from his or her paycheck to purchase Company Stock under the Plan. The amount of Participant Contributions shall be designated in whole percentages of Base Earnings, of at least 3% and not to exceed 15% of Base Earnings for any Plan Year. The amount so designated by the Participant shall be effective as soon as administratively practicable following completion of the enrollment procedures and shall continue until terminated or altered in accordance with Section 4.2 below.

4.2 CHANGES IN ELECTION. In accordance with procedures established by the Company, a Participant may decrease or increase the rate of his or her Participant Contributions or elect to discontinue his or her Participant Contributions, in either case as soon as administratively practicable. No such election may be made retroactive, and any new election shall remain in effect until subsequently modified by the Participant pursuant to this Section 4.2.

4.3 PARTICIPANT ACCOUNTS. The Company shall establish and maintain a separate Account for each Participant. The amount of each Participant’s Participant Contribution shall be credited to his or her Account. No interest shall accrue at any time for any amount credited to an Account of a Participant.

ARTICLE 5 COMPANY MATCH

5.1 ELIGIBILITY TO RECEIVE MATCH SHARES; MATCH FORMULA. Each Employee who is a Participant in the Plan and remains an Employee on each day from a Quarter End until the Matching Date for such Quarter End shall be eligible to receive Match Shares. The number of Match Shares credited to a Participant’s Share Account pursuant to Article 6 shall be determined by dividing the Participant’s “Matching Credit” (determined pursuant to this Article 5) by the applicable Match Price.

5.2 OFFICERS. For each Officer who is a Participant in the Plan and remains an Employee on each day from a Quarter End until the Matching Date for such Quarter End, the Matching Credit shall be an amount equal to one-half of the amount of the Participant Contributions credited to the Participant’s Account for the Quarter ending on the applicable Quarter End. For purposes of the Plan and unless otherwise determined by the Committee, “Officer” means chief executive officer, president, executive vice president, senior vice president, vice president, or assistant vice president.

5.3 OTHER PARTICIPANTS. For each Participant who is not an Officer under Section 5.2 above and who remains an Employee on each day from a Quarter End until the Matching Date for such Quarter End, the Matching Credit shall be an amount equal to one-third of the amount of Participant Contributions credited to the Participant’s Account for the Quarter ending on the applicable Quarter End.

5.4 TEN-YEAR EMPLOYEES. Notwithstanding the provisions of Section 5.3 to the contrary, with respect to each Participant who has completed at least ten years of Qualifying Employment as of a Matching Date (“Ten-Year Employee”), the Matching Credit for such Participant under Section 5.3 above with respect to any Participant Contributions made on or after the date the Participant becomes a Ten-Year Employee shall be one-half of the amount of the Participant’s Participant Contributions instead of one-third. For purposes of this Section 5.4, unless determined otherwise by the Committee, a Participant’s years of employment shall include such Participant’s years of employment with a Previously Related Employer or such Participant’s years of employment with an organization that was part of a corporate transaction with the Company immediately prior to commencing employment with an Employer if (1) such corporate transaction documents provided for such credit or (2) if the Committee so decides.

5.5 CHANGES IN STATUS. In the event that a Participant becomes an Officer of an Employer, as described in Section 5.2 herein, or a Ten-Year Employee, as described in Section 5.4 herein, during a Quarter, for purposes of determining such Participant’s Matching Credit, all Participant Contributions made during the Quarter in which the change in status occurred shall be considered to have been made as an Officer or Ten-Year Employee for that Quarter.

5.6 PREVIOUSLY RELATED EMPLOYER CREDITS. With respect to each Participant who was participating in an Employee Stock Purchase Plan of a Previously Related Employer when the

Participant's employment with the Previously Related Employer terminated, for the first four Matching Dates following such Participant's commencement of employment with the Company, if the Participant remains an Employee through such Matching Dates, the Participant may receive a Matching Credit equal to the matching contribution or matching credit the Participant would have received under the Employee Stock Purchase Plan maintained by the Previously Related Employer had the Participant continued to be eligible to participate in such plan through such Matching Dates.

ARTICLE 6 PURCHASE OF STOCK AND ALLOCATION OF MATCH SHARES

6.1 PURCHASE OF COMPANY STOCK. As soon as practicable following the close of each Payroll Period, the amount credited to a Participant's Account shall be transferred by the Company or an Employer to the Broker, and the Company shall cause the Broker to use such amount to purchase shares of Company Stock on the open market on the Participant's behalf (each such case, a "Purchase Date"). Any balance remaining after the purchase shall be credited to the Participant's Share Account and shall be used to purchase additional shares of Company Stock as of the next Purchase Date.

6.2 MATCHING ALLOCATIONS. As soon as practicable following each Quarter End, the Company shall cause to be allocated to the Share Account of each Participant who is eligible to receive Match Shares that number of Match Shares determined pursuant to Article 5. Match Shares shall be posted to the Participant's Share Account as soon as practicable after, and credited to such Share Account as of, each Matching Date.

6.3 FEES AND COMMISSIONS. The Company shall pay the Broker's administrative charges for opening the Share Accounts for the Participants and the brokerage commissions on purchases made that are attributable to Match Shares and the purchase of Company Stock with Participant Contributions. Participants shall pay all other expenses of their Share Account, including but not limited to the Broker's fees attributable to the issuance of certificates for any and all shares of Company Stock held in a Participant's Share Account. Participants shall also pay the brokerage commissions and any charges associated with the sale of Company Stock held in the Participant's Share Account.

ARTICLE 7 TERMINATION OF EMPLOYMENT

7.1 TERMINATION OF EMPLOYMENT. In the event that a Participant's employment with an Employer terminates for any reason, the Participant will cease to be a Participant in the Plan as of the date of termination. All cash in the Participant's Account will be transferred to the Participant's Share Account. The Broker may continue to maintain the Participant's Share Account on behalf of the Participant; however, the Participant's Share Account will cease to be administered under or have any other affiliation with the Plan. As of the date of termination of employment, the Participant shall pay for any and all expenses and costs related to his or her Share Account, including but not limited to the brokerage commissions on purchases of shares of Company stock made on or after the date of termination and any other fees, commissions, or charges for which the Participant would otherwise have been responsible if he or she had continued to be a Participant in the Plan.

ARTICLE 8 PLAN ADMINISTRATION

8.1 PLAN ADMINISTRATION.

(a) Authority to control and manage the operation and administration of the Plan shall be vested in the Board, or a committee ("Committee") appointed by the Board. Until such time as the Board appoints a Committee to administer the Plan, the Board shall serve as the Committee for purposes of the Plan. The Board or Committee shall have all powers necessary to supervise the administration of the Plan and control its operations.

(b) In addition to any powers and authority conferred on the Board or Committee elsewhere in the Plan or by law, the Board or Committee shall have the following powers and authority:

(i) To designate agents to carry out responsibilities relating to the Plan;

(ii) To administer, interpret, construe and apply this Plan and to answer all questions that may arise or that may be raised under this Plan by a Participant, his or her beneficiary or any other person whatsoever;

(iii) To establish rules and procedures from time to time for the conduct of its business and for the administration and effectuation of its responsibilities under the Plan; and

(iv) To perform or cause to be performed such further acts as it may deem to be necessary, appropriate, or convenient for the operation of the Plan.

(c) Any action taken in good faith by the Board or Committee or their designated agents in the exercise of authority conferred upon it by this Plan shall be conclusive and binding upon a Participant and his or her beneficiaries. All discretionary powers conferred upon the Board and Committee shall be absolute.

8.2 **LIMITATION ON LIABILITY.** No Employee, officer, member of the Board or Committee, or designated agent of the Board or Committee shall be subject to any liability with respect to his or her duties under the Plan unless the person acts fraudulently or in bad faith. To the extent permitted by law, the Company shall indemnify each member of the Board or Committee and any of their designated agents, and any other Employee or officer of an Employer with duties under the Plan who was or is a party, or is threatened to be made a party, to any threatened, pending or completed proceeding, whether civil, criminal, administrative, or investigative, by reason of the person's conduct in the performance of his or her duties under the Plan.

ARTICLE 9 COMPANY STOCK

9.1 **MAXIMUM NUMBER OF SHARES.** Subject to Section 9.3 below, the maximum number of shares of Company Stock which may be allocated as Match Shares and purchased under the Plan pursuant to Participant Contributions on or after the Effective Date is 33,524,677 shares of Company Stock, which, for clarity, includes the 15,000,000 shares authorization approved at the Company's annual shareholder meeting in 2014, 6,524,677 additional shares of Company Stock resulting from the anti-dilution adjustments pursuant to Section 9.3 below in connection with the reclassification of the Company's common stock in June 2014 to create two tracking stocks and the spin-off of Black Knight, Inc. in September 2017, and 12,000,000 shares of Company Stock added pursuant to the amendment and restatement of the Plan that was approved at the Company's annual shareholder meeting in 2022. All shares of Company Stock purchased pursuant to the terms of this Plan shall be purchased on the open market.

9.2 **VOTING COMPANY STOCK.** The Participant will have no interest or voting right in shares of Company Stock to be purchased under Article 6 of the Plan until such shares have been posted to the Participant's Share Account.

9.3 **ADJUSTMENTS.** In the event of any merger, reorganization, consolidation, recapitalization, liquidation, stock dividend, split-up, spin-off, stock split, reverse stock split, share combination, share exchange, extraordinary dividend, or any change in the corporate structure affecting the shares of Company Stock, such adjustment shall be made in the number and kind of shares of Company Stock that may be purchased under the Plan as set forth in Section 9.1, as may be determined to be appropriate and equitable by the Committee, in its sole discretion. The decision by the Committee regarding any such adjustment shall be final, binding and conclusive.

ARTICLE 10 MISCELLANEOUS MATTERS

10.1 **AMENDMENT AND TERMINATION.** Since future conditions affecting the Company cannot be anticipated or foreseen, the Board reserves the right to amend, modify, or terminate the Plan at any time; provided, however, that no amendment that requires stockholder approval in order for the Plan to continue to comply with the New York Stock Exchange listing standards or any rule promulgated by the United States Securities and Exchange Commission or any securities exchange on which the securities of the Company are listed shall be effective unless such amendment shall be approved by the requisite vote of stockholders of the Company entitled to vote thereon within the time period required under such applicable listing standard or rule. Upon termination of the Plan, all cash in an Employee's Account will be transferred to the Employee's Share Account. The Broker may continue to maintain the Employee's Share Account on behalf of the Employee; however, the Participant's Share Account will cease to be administered under or have any other affiliation with the Plan, and the Employee shall thereafter be responsible for any and all expenses and costs related to his or her Share Account. Notwithstanding the foregoing, no such amendment or termination shall affect rights previously granted, nor may an amendment make any change in any right previously granted which adversely affects the rights of any Participant without the consent of such Participant.

10.2 **TAX WITHHOLDING.** The Company shall have the right to deduct from all amounts payable or provided to a Participant (whether under this Plan or otherwise) any taxes required by law to be withheld in respect of amounts payable or provided under this Plan. Withholding with respect to Match Shares may be satisfied, at the Company's option, by withholding from a Participant's other wages, by reducing the number of Match Shares credited to a Participant's Share Account by that number of shares of Company Stock having a fair market value equal to all or part of the withholding obligation, by requiring the Participant to remit the withholding amount to the Company or the Participant's Employer, and/or by such other means as the Company or the Participant's Employer may determine.

10.3 **BENEFITS NOT ALIENABLE.** Benefits under the Plan may not be assigned or alienated, whether voluntarily or involuntarily, except as expressly permitted in this Plan. Any such attempt at assignment, transfer, pledge or other disposition shall be without effect.

10.4 **NO ENLARGEMENT OF EMPLOYEE RIGHTS.** This Plan is strictly a voluntary undertaking on the part of an Employer and shall not be deemed to constitute a contract between an Employer and any Employee or to be consideration for, or an inducement to, or a condition of, the employment of any Employee. Nothing contained in the Plan shall be deemed to give the right to any Employee to be retained in the employ of an Employer or to interfere with the right of an Employer to discharge any Employee at any time.

10.5 **GOVERNING LAW.** To the extent not preempted by Federal law, the Plan shall be construed in accordance with and governed by the laws of the State of Florida, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Plan to the substantive law of another jurisdiction.

10.6 **NON-BUSINESS DAYS.** When any act under the Plan is required to be performed on a day that falls on a Saturday, Sunday or legal holiday, that act shall be performed on the next succeeding day which is not a Saturday, Sunday or legal holiday.

10.7 **COMPLIANCE WITH SECURITIES LAWS.** Notwithstanding any provision of the Plan to the contrary, the Committee shall administer the Plan in such a way to insure that the Plan at all times complies with any applicable requirements of Federal securities laws.