# UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

# **SCHEDULE 13D**

Under the Securities Exchange Act of 1934 (Amendment No. 5)\*

# Fisery, Inc. (Name of Issuer) Common Stock, par value \$0.01 per share (Title of Class of Securities) 337738108 (CUSIP Number) David J. Sorkin, Esq.

New York, New York 10001
Telephone: (212) 750-8300

with a copy to:

Richard A. Fenyes Kathryn King Sudol Simpson Thacher & Bartlett LLP 425 Lexington Avenue New York, New York 10017 Telephone: (212) 455-2000

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

# August 4, 2021

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because §240.13d-1(e), 240.13d-1(f) or 240.13d-1(g) check the following box. □

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("<u>Act</u>") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP No. 337738	3108		13D			
1		NAMES OF REPORTING PERSONS  New Omaha Holdings L.P.				
2	СНЕСК	IECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP  (a)  (b)  (b)				
3	SEC US	C USE ONLY				
4	SOURC OO	URCE OF FUNDS (SEE INSTRUCTIONS)				
5	СНЕСК	IECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)				
6	<b>CITIZE</b> Delawar	FIZENSHIP OR PLACE OF ORGANIZATION				
NUMBER OF SI BENEFICIAI OWNED BY E REPORTING PI WITH	LLY EACH	7	SOLE VOTING POWER 62,300,667  SHARED VOTING POWER 0  SOLE DISPOSITIVE POWER 62,300,667  SHARED DISPOSITIVE POWER 0			
11	<b>AGGRE</b> 62,300,6		AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON			
12	CHECK INSTRU		F THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE S)			
13	9.4%		CLASS REPRESENTED BY AMOUNT IN ROW (11)			
14	TYPE C	F REPC	ORTING PERSON (SEE INSTRUCTIONS)			

CUSIP No. 337738	3108		13D					
1		NAMES OF REPORTING PERSONS  New Omaha Holdings LLC						
2	СНЕСК	IECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) $\Box$ (b) $\Box$						
3	SEC US	C USE ONLY						
4	SOURC OO	URCE OF FUNDS (SEE INSTRUCTIONS)						
5	СНЕСК	HECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)						
6	<b>CITIZE</b> Delawar	TIZENSHIP OR PLACE OF ORGANIZATION						
NUMBER OF SI BENEFICIAI OWNED BY E REPORTING PI WITH	LLY EACH ERSON	7 8 9 10	SOLE VOTING POWER 62,300,667 SHARED VOTING POWER 0 SOLE DISPOSITIVE POWER 62,300,667 SHARED DISPOSITIVE POWER 0					
11	<b>AGGRE</b> 62,300,6		AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON					
12	CHECK INSTRU		F THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE S)					
13	9.4%		CLASS REPRESENTED BY AMOUNT IN ROW (11)					
14	TYPE C	)F REPC	ORTING PERSON (SEE INSTRUCTIONS)	TPE OF REPORTING PERSON (SEE INSTRUCTIONS)				

CUSIP No. 337738	3108		13D			
1		<b>OF RE</b> 06 Fund	PORTING PERSONS L.P.			
2	СНЕСК	ECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP  (a)  (b)  (b)				
3	SEC US	USE ONLY				
4	SOURC OO	URCE OF FUNDS (SEE INSTRUCTIONS)				
5	СНЕСК	ECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)				
6	<b>CITIZE</b> Delawar	IZENSHIP OR PLACE OF ORGANIZATION aware				
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		7 8 9 10	SOLE VOTING POWER 62,300,667 SHARED VOTING POWER 0 SOLE DISPOSITIVE POWER 62,300,667 SHARED DISPOSITIVE POWER 0			
11	<b>AGGRE</b> 62,300,6		AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON			
12		K BOX II JCTION	F THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE S)			
13	<b>PERCE</b> 9.4%	NT OF C	CLASS REPRESENTED BY AMOUNT IN ROW (11)			
14	TYPE O	F REPO	ORTING PERSON (SEE INSTRUCTIONS)			

CUSIP No. 337738	3108		13D			
1		AMES OF REPORTING PERSONS  KKR Associates 2006 L.P.				
2	СНЕСК	ECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP  (a)  (b)  (b)				
3	SEC US	C USE ONLY				
4	SOURC OO	URCE OF FUNDS (SEE INSTRUCTIONS)				
5	СНЕСК	IECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)				
6	<b>CITIZE</b> Delaware	TIZENSHIP OR PLACE OF ORGANIZATION				
		7	SOLE VOTING POWER 62,300,667			
NUMBER OF SI BENEFICIAL OWNED BY E	LLY	8	SHARED VOTING POWER 0			
REPORTING PI		9	SOLE DISPOSITIVE POWER 62,300,667			
	10		SHARED DISPOSITIVE POWER 0			
11	AGGRE 62,300,6		AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON			
12		K BOX IF	F THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE (S)			
13	9.4%	NT OF C	CLASS REPRESENTED BY AMOUNT IN ROW (11)			
14	TYPE O	)F REPC	DRTING PERSON (SEE INSTRUCTIONS)			

CUSIP No. 337738	3108		13D					
1	NAMES	OF REI	PORTING PERSONS					
1	KKR 20	R 2006 GP LLC						
2	СНЕСК	ECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP  (a)  (b)  (b)						
3	SEC US	C USE ONLY						
4	SOURC OO	URCE OF FUNDS (SEE INSTRUCTIONS)						
5	СНЕСК	IECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)						
6	<b>CITIZE</b> Delawar	FIZENSHIP OR PLACE OF ORGANIZATION						
		7	SOLE VOTING POWER 62,300,667					
NUMBER OF SI BENEFICIAL OWNED BY E	LLY		SHARED VOTING POWER  0					
REPORTING PI		9	SOLE DISPOSITIVE POWER 62,300,667					
		10	SHARED DISPOSITIVE POWER 0					
11	<b>AGGRE</b> 62,300,6		AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON					
12	CHECK INSTRU		F THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE S)					
13	<b>PERCE</b> 9.4%	NT OF C	CLASS REPRESENTED BY AMOUNT IN ROW (11)					
14	TYPE C	F REPC	ORTING PERSON (SEE INSTRUCTIONS)					

CUSIP No. 337/30	3100		13D			
1	NAMES OF REPORTING PERSONS					
1	KKR Gr	KR Group Partnership L.P.				
2	СНЕСК	IECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) $\Box$ (b) $\Box$				
3	SEC US	EC USE ONLY				
4	SOURC OO	DURCE OF FUNDS (SEE INSTRUCTIONS)				
5	СНЕСК	HECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)				
6		CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands				
		7	SOLE VOTING POWER 62,300,667			
NUMBER OF SI BENEFICIAL OWNED BY E	LLY	8	SHARED VOTING POWER 0			
REPORTING PI		9	SOLE DISPOSITIVE POWER 62,300,667			
		10	SHARED DISPOSITIVE POWER 0			
11	<b>AGGRE</b> 62,300,6		AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON			
12	CHECK		F THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE IS)			
13	<b>PERCE</b> 9.4%	NT OF (	CLASS REPRESENTED BY AMOUNT IN ROW (11)			
14	TYPE C	)F REPO	DRTING PERSON (SEE INSTRUCTIONS)			

COSII 110. 33//30	1100		130				
1	NAMES OF REPORTING PERSONS						
•		KR Group Holdings Corp.					
2	СНЕСК	THE A	PPROPRIATE BOX IF A MEMBER OF A GROUP	(a) □ (b) □			
3	SEC US	EC USE ONLY					
4	SOURC OO	OURCE OF FUNDS (SEE INSTRUCTIONS)					
5	CHECK	HECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)					
6	<b>CITIZE</b> Delawar	TIZENSHIP OR PLACE OF ORGANIZATION elaware					
		7	SOLE VOTING POWER 62,300,667				
NUMBER OF SI BENEFICIAL OWNED BY E	ACH	8	SHARED VOTING POWER 0				
REPORTING PI		9	SOLE DISPOSITIVE POWER 62,300,667				
		10	SHARED DISPOSITIVE POWER 0				
11	<b>AGGRE</b> 62,300,6		AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON				
12	CHECK INSTRU		F THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE IS)				
13	<b>PERCE</b> 9.4%	NT OF (	CLASS REPRESENTED BY AMOUNT IN ROW (11)				
14	TYPE C	F REPC	ORTING PERSON (SEE INSTRUCTIONS)				

CUSIP No. 337738	3108		13D					
1	NAMES	OF RE	PORTING PERSONS					
1	KKR &	R & Co. Inc.						
2	СНЕСК	ECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) $\Box$ (b) $\Box$						
3	SEC US	C USE ONLY						
4	SOURC OO	URCE OF FUNDS (SEE INSTRUCTIONS)						
5	СНЕСК	ECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)						
6	<b>CITIZE</b> Delawar	TIZENSHIP OR PLACE OF ORGANIZATION						
		7	SOLE VOTING POWER 62,300,667					
NUMBER OF SI BENEFICIAL OWNED BY E	LLY	8	SHARED VOTING POWER 0					
REPORTING PI WITH	ERSON	9	SOLE DISPOSITIVE POWER 62,300,667					
		10	SHARED DISPOSITIVE POWER 0					
11	<b>AGGRE</b> 62,300,6		AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON					
12	CHECK INSTRU		F THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE S)					
13	<b>PERCE</b> 9.4%	NT OF (	CLASS REPRESENTED BY AMOUNT IN ROW (11)					
14	TYPE C	F REPC	ORTING PERSON (SEE INSTRUCTIONS)					

CUSIP No. 337738	3108		13D				
1	NAMES OF REPORTING PERSONS						
-	KKR Ma	KKR Management LLP					
2	СНЕСК	ECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) $\Box$ (b) $\Box$					
3	SEC US	C USE ONLY					
4	SOURC OO	URCE OF FUNDS (SEE INSTRUCTIONS)					
5	СНЕСК	IECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)					
6	<b>CITIZE</b> Delawar	FIZENSHIP OR PLACE OF ORGANIZATION					
NUMBER OF SHARE BENEFICIALLY OWNED BY EACH REPORTING PERSON		7 8 9	SOLE VOTING POWER 62,300,667  SHARED VOTING POWER 0  SOLE DISPOSITIVE POWER 62,300,667				
		10	SHARED DISPOSITIVE POWER 0				
11	<b>AGGRE</b> 62,300,6		AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON				
12	CHECK INSTRU		F THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE S)				
13	<b>PERCE</b> 9.4%	NT OF C	CLASS REPRESENTED BY AMOUNT IN ROW (11)				
14	TYPE C	F REPC	ORTING PERSON (SEE INSTRUCTIONS)				

CUSIP No. 337738	3108		13D				
1			PORTING PERSONS				
-	Henry R	Henry R. Kravis					
2	СНЕСК	IECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP  (a)  (b)  (b)					
3	SEC US	C USE ONLY					
4	SOURC OO	URCE OF FUNDS (SEE INSTRUCTIONS)					
5	СНЕСК	HECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)					
6		TIZENSHIP OR PLACE OF ORGANIZATION nited States					
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH		7 8	SOLE VOTING POWER  0  SHARED VOTING POWER  62,300,667				
REPORTING PI WITH		9	SOLE DISPOSITIVE POWER 0				
		10	SHARED DISPOSITIVE POWER 62,300,667				
11	<b>AGGRE</b> 62,300,6		AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON				
12	CHECK INSTRU		F THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE S)				
13	<b>PERCE</b> 9.4%	NT OF (	CLASS REPRESENTED BY AMOUNT IN ROW (11)				
14	TYPE C	F REPC	ORTING PERSON (SEE INSTRUCTIONS)				

CUSIP No. 33//30	2100		13D					
4	NAMES	OF RE	PORTING PERSONS					
1	George 1	eorge R. Roberts						
2	СНЕСК	HECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP						
2				(b) 🗆				
2	SEC US	E ONLY						
3								
1	SOURC	E OF FU	UNDS (SEE INSTRUCTIONS)					
4	00							
F	СНЕСК	BOX II	F DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)					
5								
C	CITIZE	NSHIP	OR PLACE OF ORGANIZATION					
6	United States							
		7	SOLE VOTING POWER					
		/	0					
NUMBER OF S	HADEC	8	SHARED VOTING POWER					
BENEFICIA OWNED BY E	LLY	LY	62,300,667					
REPORTING PI		9	SOLE DISPOSITIVE POWER					
WIII		9	0					
		10	SHARED DISPOSITIVE POWER					
		10	62,300,667					
11	AGGRI	EGATE A	AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON					
11	62,300,6	667						
40		CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)						
12								
	PERCE	NT OF (	CLASS REPRESENTED BY AMOUNT IN ROW (11)					
13	9.4%							
	TYPE C	F REPO	ORTING PERSON (SEE INSTRUCTIONS)					
<b>14</b>	IN							

# **Explanatory Note**

This Amendment No. 5 ("Amendment No. 5") to Schedule 13D relates to the shares of common stock, par value \$0.01 per share (the "Common Stock"), of Fisery, Inc., a Wisconsin corporation (the "Issuer"), and amends the initial statement on Schedule 13D filed by the Reporting Persons on August 7, 2019, as amended by Amendment No. 1 to Schedule 13D filed on September 9, 2019, Amendment No. 2 to Schedule 13D filed on August 21, 2020, Amendment No. 3 to Schedule 13D filed on December 14, 2020 and Amendment No. 4 to Schedule 13D filed on May 4, 2021 (as amended, the "Schedule 13D"). Except as specifically provided herein, this Amendment No. 5 does not modify any of the information previously reported in the Schedule 13D. Capitalized terms used but not defined in this Amendment No. 5 shall have the same meanings herein as are ascribed to such terms in the Initial Statement.

# This Amendment No. 5 is being filed by:

- (i) New Omaha Holdings L.P., a Delaware limited partnership;
- (ii) New Omaha Holdings LLC, a Delaware limited liability company;
- (iii) KKR 2006 Fund L.P., a Delaware limited partnership;
- (iv) KKR Associates 2006 L.P., a Delaware limited partnership;
- (v) KKR 2006 GP LLC, a Delaware limited liability company;
- (vi) KKR Group Partnership L.P., a Cayman Islands exempted limited partnership;
- (vii) KKR Group Holdings Corp., a Delaware corporation;
- (viii) KKR & Co. Inc., a Delaware corporation;
- (ix) KKR Management LLP, a Delaware limited liability partnership;
- (x) Henry R. Kravis, a United States citizen; and
- (xi) George R. Roberts, a United States citizen (the persons and entities listed in items (i) through (xi) are collectively referred to herein as the "Reporting Persons").

# Item 2. Identity and Background.

Item 2 of the Schedule 13D is hereby amended and supplemented as follows:

The information set forth in amended and restated Annex A hereto is incorporated by reference in this amended Item 2.

#### Item 4. Purpose of Transaction.

Item 4 of the Schedule 13D is hereby amended and supplemented with the following:

On August 4, 2021, New Omaha Holdings L.P. entered into a 10b5-1 sales plan (the "10b5-1 Plan") pursuant to which, over a period through May 31, 2022 or an earlier date at which all shares under the 10b5-1 Plan have been sold, it may sell up to 30,000,000 shares of the Issuer's outstanding Common Stock, subject to certain pricing limits and volume limits, including pursuant to Rule 144 of the Securities Act of 1933. The amount and timing of any sales, if any, may vary and will be determined based on market conditions, share price and other factors. The program will not require New Omaha Holdings L.P. to sell any specific number of shares of Common Stock or at all, and may be modified, suspended or terminated at any time without notice.

The foregoing description of the 10b5-1 Plan is qualified in its entirety by reference to the 10b5-1 Plan, which is filed as Exhibit L to this Schedule 13D and incorporated by reference herein.

# Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

Item 6 of the Schedule 13D is hereby amended and supplemented as follows:

The information set forth in Item 4 of this Amendment No. 5 is incorporated by reference in its entirety into this Item 6.

The disclosure under caption "Loan Facility" in Item 6 of the Schedule 13D is hereby amended and supplemented as follows:

#### Loan Facility

As previously disclosed, on September 9, 2019, New Omaha Holdings L.P. ("New Omaha") entered into a Loan Agreement (the "Loan Agreement") with Citibank, N.A., as administrative agent and lender, and the lenders party thereto from time to time (each, a "Lender"). In connection with the sales contemplated under the 10b5-1 Plan, New Omaha plans to release 30 million shares of Common Stock as collateral to secure repayment of amounts outstanding under the Loan Agreement.

# Item 7. Materials to be Filed as Exhibits.

Item 7 of the Schedule 13D is hereby amended by adding the following exhibits:

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No.		Description	
<u>K</u>	Power of Attorney		
<u>L</u>	Rule 10b5-1 Plan.		

# **SIGNATURE**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: August 6, 2021

#### NEW OMAHA HOLDINGS L.P.

By: New Omaha Holdings LLC, its general partner

By: /s/ Terence P. Gallagher

Name: Terence P. Gallagher

Title: Attorney-in-fact for Scott C. Nuttall, President

#### NEW OMAHA HOLDINGS LLC

By: /s/ Terence P. Gallagher

Name: Terence P. Gallagher

Title: Attorney-in-fact for Scott C. Nuttall, President

#### KKR 2006 FUND L.P.

By: KKR Associates 2006 L.P., its general partner

By: KKR 2006 GP LLC, its general partner

By: /s/ Terence P. Gallagher

Name: Terence P. Gallagher Title: Attorney-in-fact for

Robert H. Lewin, Chief Financial Officer

#### KKR ASSOCIATES 2006 L.P.

By: KKR 2006 GP LLC, its general partner

By: /s/ Terence P. Gallagher

Name: Terence P. Gallagher Title: Attorney-in-fact for

Robert H. Lewin, Chief Financial Officer

# KKR 2006 GP LLC

By: /s/ Terence P. Gallagher

Name: Terence P. Gallagher Title: Attorney-in-fact for

Robert H. Lewin, Chief Financial Officer

# KKR GROUP PARTNERSHIP L.P.

By: KKR Group Holdings Corp., general partner

By: /s/ Terence P. Gallagher

Name: Terence P. Gallagher Title: Attorney-in-fact for

Robert H. Lewin, Chief Financial Officer

# KKR GROUP HOLDINGS CORP.

By: /s/ Terence P. Gallagher

Name: Terence P. Gallagher Title: Attorney-in-fact for

Robert H. Lewin, Chief Financial Officer

#### KKR & CO. INC.

By: /s/ Terence P. Gallagher

Name: Terence P. Gallagher Title: Attorney-in-fact for

Robert H. Lewin, Chief Financial Officer

# KKR MANAGEMENT LLP

By: /s/ Terence P. Gallagher

Name: Terence P. Gallagher Title: Attorney-in-fact for

Robert H. Lewin, Chief Financial Officer

# HENRY R. KRAVIS

By: /s/ Terence P. Gallagher

Name:Terence P. Gallagher Title: Attorney-in-fact

# **GEORGE R. ROBERTS**

By: /s/ Terence P. Gallagher

Name: Terence P. Gallagher Title: Attorney-in-fact

Annex A is hereby amended and restated as follows:

#### Directors of KKR & Co. Inc.

The following sets forth the name and principal occupation of each of the directors of KKR & Co. Inc. Each of such persons is a citizen of the United States other than Arturo Gutierrez, who is a citizen of Mexico and Xavier Niel, who is a citizen of France.

Name	Principal Occupation
Henry R. Kravis	Co-Chief Executive Officer, Co-Chairman of KKR & Co. Inc.
George R. Roberts	Co-Chief Executive Officer, Co-Chairman of KKR & Co. Inc.
Joseph Y. Bae	Co-President, Co-Chief Operating Officer of KKR & Co. Inc.
Scott C. Nuttall	Co-President, Co-Chief Operating Officer of KKR & Co. Inc.
Adriane Brown	Managing Partner of Flying Fish Partners
Mary N. Dillon	Chief Executive Officer of Ulta Beauty, Inc.
Joseph A. Grundfest	William A. Franke Professor of Law and Business of Stanford Law School
Arturo Gutierrez	Chief Executive Officer of Arca Continental, S.A.B. de C.V.
John B. Hess	Chief Executive Officer of Hess Corporation
Dane Holmes	Chief Executive Officer and Co-Founder of Eskalera Inc.
Xavier Niel	Founder, Deputy Chairman of the Board and Chief Strategy Officer of Iliad SA
Patricia F. Russo	Retired, Former Chief Executive Officer of Alcatel-Lucent
Thomas M. Schoewe	Retired, Former Executive Vice President and Chief Financial Officer of Wal-Mart Stores, Inc.
Robert W. Scully	Retired, Former Member, Office of the Chairman of Morgan Stanley

Mr. Scott Nuttall and a trust for the benefit of Mr. Nuttall's family directly hold 22,725 and 7,575 shares of Common Stock, respectively, received in the merger of a subsidiary of the Issuer with and into First Data Corporation as merger consideration for the 75,000 and 25,000 shares of Class A common stock of First Data Corporation owned prior to the merger, respectively. Mr. Nuttall, as a member of the board of directors of the Issuer, participates in the Issuer's non-employee director compensation arrangements. Pursuant to such arrangements, as of the date hereof, Mr. Nuttall (i) has been allocated a total of 1,019 deferred compensation notional shares allocated under the Fisery, Inc. Non-Employee Director Deferred Compensation Plan, pursuant to which, following cessation of Mr. Nuttall's service to the Issuer, each notional unit will be settled in shares of Common Stock on a one-for-one basis, (ii) holds 1,934 shares of common stock received upon vesting of previously awarded restricted stock units and (iii) has been awarded 1,699 restricted stock units on May 19, 2021, each representing a contingent right to receive one share of Common Stock, which vest on the earlier of the first anniversary of the grant date or immediately prior to the first annual meeting of shareholders after the grant date.

Exhibit K

#### **POWER OF ATTORNEY**

Know all men by these presents that Scott Nuttall does hereby make, constitute and appoint David J. Sorkin, Terence P. Gallagher, and Christopher Lee, or any one of them, as a true and lawful attorney-in-fact of the undersigned with full powers of substitution and revocation, for and in the name, place and stead of the undersigned (both in the undersigned's individual capacity and as a manager or member of any limited liability company, as a partner of any partnership, as an officer of any corporate or other entity, or in the undersigned's capacity in a position similar to the foregoing at any entity, in each case, for which the undersigned is otherwise authorized to sign), to execute and deliver such forms, schedules, statements and other documents as may be required to be filed from time to time with the Securities and Exchange Commission with respect to: (i) Sections 13(d), 13(g), 13(f), 13(h) and 16(a) of the Securities Exchange Act of 1934, as amended, including without limitation, Schedule 13D, Schedule 13G, Form 13F, Form 13H, Form 3, Form 4 and Form 5 and (ii) in connection with any applications for EDGAR access codes, including without limitation the Form ID.

/s/ Scott Nuttall

Name: Scott Nuttall

Date: May 13, 2021

# Rule 10b5-1 Sales Plan

This Rule 10b5-1 Sales Plan ("Plan") is adopted by New Omaha Holdings L.P. (the "Seller") on August 4, 2021 (the "Adoption Date"), in order to establish a systematic program by which Citigroup Global Markets Inc. ("CGMI") will use its reasonable best efforts to sell on the Seller's behalf shares of the common stock ("Stock") of Fiserv, Inc. (the "Issuer"), which are listed on the NASDAQ Stock Market ("Nasdaq") under the symbol "FISV".

#### A) Sales Program

- 1) The Plan relates to the number of shares of Stock owned by the Seller specified in greater detail on Schedule A-1. The Plan will not include any options to purchase Stock or Stock subject to vesting conditions.
- 2) The Seller hereby appoints CGMI as the Seller's agent and attorney-in-fact to effect sales under this Plan. CGMI will use its reasonable best efforts to effect sales of Stock on behalf of Seller in accordance with the specific instructions set forth on Schedule A-1 attached hereto and the other provisions of this Plan as set forth below.
- 3) The Seller agrees to pay CGMI a commission as specified on Schedule A-1.
- 4) The sale prices and number of shares of Stock to be sold will be adjusted following such time as the Seller notifies CGMI promptly of a Stock split, Stock dividend or other like distributions affecting the Stock ("Recapitalization"), which shall be made by providing a new schedule reflecting the adjustment in shares and prices after the recapitalization
- 5) (Check the applicable box or boxes)

$\checkmark$	The Seller is or may be deemed a Rule 144 "Affiliate" of the Issuer.
	The Seller is subject to the requirements of Section 16 of the Securities Exchange Act of 1934 ("Exchange Act").
	Neither of the above is applicable.

The Seller acknowledges that the Seller is solely responsible for complying with Section 16 of the Exchange Act in connection with this Plan, and will be solely responsible if any sales made under this Plan result in the Seller being liable for "short-swing profits" under Section 16(b).

- 6) No later than two business days after a sale of Stock is made under the Plan, the Seller agrees to deposit (or make arrangements with the Issuer or its transfer agent to deposit) into an account at CGMI the number of shares of Stock to be sold on any particular day on the Seller's behalf (including shares that have been issued as a result of Recapitalization). CGMI will not be responsible for the calculation or payment of any taxes owed by the Seller with respect to sales of Stock made pursuant to the Plan.
- 7) For purposes of this Plan, a "business day" means any day on which the New York Stock Exchange is open for business.
- 8) It is the intent of the parties that this Plan comply with the requirements of Rule 10b5-1(c) under the Exchange Act and this Plan shall be interpreted to comply with the requirements of Rule 10b5-1(c).
- B) Modification, Suspension and Termination

- 1) <u>Modification:</u> This Plan may be modified by the Seller only if: (a) CGMI approves the modification in writing, and (b) the Seller represents in writing on the date of such modification that it is not aware of any material non-public information regarding the Issuer or any of its securities (including the Stock) and the modification is being made in good faith and not as part of a scheme to evade Rule 10b5-1.
- 2) Suspension Events: The Seller acknowledges that it may not be possible to sell Stock during the term of this Plan ("Term") due to: (a) a legal or contractual restriction applicable to the Seller and/or to CGMI, (b) a market disruption (including without limitation a halt or suspension of trading in the Stock imposed by a court, governmental agency or self-regulatory organization), (c) rules governing order execution priority on Nasdaq, or (d) a sale effected pursuant to this Plan that fails to comply (or in the reasonable opinion of CGMI's counsel is likely not to comply) with Rule 144 under the Securities Act of 1933 (the "1933 Act"). In the event the Seller intends to suspend this Plan pursuant to clause (a), the Seller will notify CGMI in writing of its intention and the beginning date and the ending date of the suspension or temporary withdrawal period. To the extent feasible, the notice shall be provided to CGMI no less than two (2) business days prior to the intended commencement date, and CGMI shall attempt to suspend or resume the Plan on the date intended, however, such suspension or resumption shall occur no later than (2) business days following receipt of such notice. CGMI shall promptly notify Seller of any other suspension of this Plan pursuant to this paragraph.
- 3) <u>Termination Events:</u> This Plan will terminate on whichever of the following events occurs first: (a) the date specified in Schedule A-1 on which all sales under this Plan will cease, (b) the Seller fails to comply in any material respect with applicable law and/or its obligations under this Plan, (c) as soon as reasonably practicable, but in no event later than two (2) business days, after the date on which CGMI receives written notice that the Seller has terminated this Plan (which may be for any reason), (d) as reasonably practicable after CGMI notifies the Seller in writing that CGMI has terminated this Plan (as may be reasonably determined by CGMI in good faith) and (e) as reasonably practicable, but in no event more than two (2) business days after the date on which CGMI receives notice that the Seller has filed a petition for bankruptcy or the adjustment of the Seller's debts, or petition for bankruptcy has been filed against the Seller and has not been dismissed within thirty (30) calendar days of its filing.

#### C) Seller Representations

The Seller makes the following representations on the Adoption Date.

- 1) as of the Adoption Date, the Seller is not aware of any material nonpublic information with respect to the Issuer or any of its securities (including the Stock);
- 2) it is not subject to any legal, regulatory, or contractual restriction or undertaking that would prevent CGMI from conducting sales throughout the Term in accordance with Schedule A-1 and Seller agrees to notify CGMI if such becomes the case after the Adoption Date during the Term of this Plan:
- 3) it is entering into this Plan in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b5-1;
- 4) the Stock subject to this Plan is not subject to any liens, security interests or other impediments to transfer (except for limitations imposed by Rule 144, if the Seller is subject to this rule), nor is there

- any litigation, arbitration or other proceeding pending, or to the Seller's knowledge threatened, that would prevent or interfere with the sale of Stock under this Plan and Seller agrees to notify CGMI if such becomes the case after the Adoption Date during the Term of this Plan;
- 5) Seller has not entered into, and while this Plan is in effect, it will not enter into or alter, a corresponding or hedging transaction or position with respect to the Stock; and
- 6) after the execution of this Plan, Seller shall not attempt to exercise any authority, influence or control over any sales of Stock effected by CGMI pursuant to this Plan.

# D) Agreements of CGMI

- 1) CGMI agrees to conduct all sales pursuant to this Plan in accordance with the manner of sale requirement of Rule 144. CGMI shall not effect any sales that it knows would exceed the then applicable volume limitation of Rule 144. CGMI will not conduct any sale under this Plan to the extent Issuer or Seller has provided a reasonable notice that the Issuer is not in compliance with the reporting requirements referred to in Rule 144(c)(1).
- 2) CGMI agrees to complete and file, in paper, on a timely basis, such Forms 144 furnished by Seller pursuant to paragraph (E) on behalf of Seller as required by applicable law and as otherwise described in paragraph (E).

# E) Sales Program

✓	For purposes of Rule 144, the Seller is or may be	deemed to be an	"affiliate"	of the Issuer	or intends	to sell shares	of Stoc	k under thi	S
	Plan that are "restricted securities."								

☐ Rule 144 is not applicable to the Seller under this Plan

If the Seller is or may be deemed an "affiliate" of the Issuer, or holds "restricted shares" which are not otherwise registered for resale under the 1933 Act, then all sales under this Plan will be made by CGMI in accordance with Rule 144, until such time as Seller notifies CGMI that it is no longer an "affiliate" of the Issuer and has not been an "affiliate" of the Issuer in the past ninety days. The Seller agrees not to take, and agrees not to cause any person or entity with whom the Seller would be required to aggregate sales of Stock under Rule 144 to take, any action that would cause any such sale under this Plan not to comply with Rule 144.

CGMI will be responsible for filing each required Form 144 in hard copy by mail. CGMI agrees not to use electronic means to file any Form 144 (including, but not limited to, electronic mail or the Electronic Data Gathering, Analysis and Retrieval ("EDGAR") system) without Seller's prior written consent. The Seller acknowledges and agrees that CGMI will make one Form 144 filing each three-month period commencing with the first scheduled sale of Stock under this Plan, except as as may be required more frequently in order for the execution of sales as provided in Schedule A-1. Following such time as Seller notifies CGMI that it is no longer an "affiliate" of the Issuer and has not been an "affiliate" of the Issuer in the past 90 days and that Seller no longer wishes for CGMI to file Form 144 on its behalf, CGMI shall no longer be required to file such Form 144 filings. Any such notification shall not impact the execution of the sales under this Plan.

The Seller agrees to advise CGMI promptly of any sale of Stock by the Seller (or any other person or entity whose sales of Stock would be aggregated with those of the Seller for purposes of compliance with the volume limitations of Rule 144) that is not covered by this Plan, except that the Seller may

sell Stock outside of this Plan (and will cause others whose sales are required to be aggregated with those of Seller for purposes of compliance with volume limitations of Rule 144) only if and to the extent that no such sale affects the amount of Stock that may be sold under this Plan in compliance with the volume limitations of Rule 144. The Seller acknowledges and agrees that he/she will provide CGMI with a signed and completed Form 144 no later than five business days prior to the commencement of any Sale Period set for on Schedule A-1.

#### F) Exchange Act Filings

The Seller agrees to make all filings required by the Exchange Act, if any, in connection with this Plan. CGMI will not be required to: (i) make any of these filings on the Seller's behalf, (ii) review any Exchange Act filing made by the Seller, or (iii) determine whether any Exchange Act filing by the Seller has been made on a timely basis. CGMI will not be liable to the Seller for any misstatement, omission or defect in any of these filings, if any.

# G) Indemnification and Limitation of Liability; No Advice

- 1) The Seller agrees to indemnify, defend and hold harmless CGMI (and its directors, officers, employees and affiliates) from and against all claims, liabilities, losses, damages and expenses (including reasonable attorneys' fees and costs) arising out of or attributable to: (a) any material breach by the Seller of its obligation under this Plan, (b) the material incorrectness or inaccuracy of any of the Seller's representations and warranties (including the representation required by Section (B)(1) of this Plan), and (c) any material violation by the Seller of the applicable laws or regulations relating to this Plan or the transactions contemplated by this Plan. This indemnification will survive the termination of this Plan. The Seller will have no indemnification obligation to the extent caused by CGMI's breach of this Plan or in the case of gross negligence or willful misconduct of CGMI or any other indemnified persons.
- 2) Regardless of any other term or condition of this Plan, CGMI will not be liable to the Seller for: (a) special, indirect, punitive, exemplary, or consequential damages, or incidental losses or damages of any kind, including but not limited to lost profits, lost savings, loss of use of facility or equipment, regardless of whether arising from breach of contract, warranty, tort, strict liability or otherwise, and even if advised of the possibility of such losses or damages or if such losses or damages could have been reasonably foreseen, or (b) any failure to perform or for any delay in performance, in each case, that results from a cause or circumstance that is beyond its reasonable control, including but not limited to failure of electronic or mechanical equipment, strikes, failure of common carrier or utility systems, severe weather, market disruptions, acts of war (whether or not declared), acts of terrorism, or other causes commonly known as "acts of God". In addition, CGMI will not be liable to the Seller in the event sales of Stock made in accordance with the terms of this Plan violate the Issuer's insider trading policies.
- 3) The Seller acknowledges that CGMI has not provided the Seller with any tax, accounting or legal advice with respect to this Plan, including whether the Seller would be entitled to any of the affirmative defenses under Rule 10b5-1.

#### H) Governing Law

This Plan will be governed by, and construed in accordance with, the laws of the State of New York, without regard to such State's conflict of laws rules.

# I) Entire Agreement

This Plan (including all Schedules) reflects the entire agreement between the parties concerning the sale of Stock under Rule 10b5-1, and supersedes any previous or contemporaneous agreements or promises concerning these sales, whether written or oral. In the event of a conflict between the terms and conditions of this Plan and the terms and conditions of; (i) any other agreement between the Seller and CGMI concerning sales of Stock under Rule 10b5-1, or (ii) any written instructions provided by the Issuer to the Seller concerning this Plan or Rule 10b5-1 plans in general, the terms and conditions of this Plan will govern.

#### J) Assignment

This Plan and the rights and obligations thereunder may not be assigned by Seller without written permission of CGMI. Assignment of this Plan and the rights and obligations thereunder, may not be assigned by CGMI without the consent of Seller, except that CGMI may assign this Plan without Seller's permission or consent to a broker-dealer who succeeds to the business of CGMI as a result of any acquisition, merger, consolidation, joint venture or other business combination.

# K) Enforceability in the Event of Bankruptcy

The Seller and CGMI acknowledge and agree that this Plan is a "securities contract," as such term is defined in Section 741(7) of Title 11 of the United States Code ("Bankruptcy Code"), entitled to all of the protections given such contracts under the Bankruptcy Code.

#### L) Confidentiality

CGMI will maintain the confidentiality of the Plan and will not disclose the specific terms of this Plan to any person or entity, except: (i) to employees, affiliates and agents of CGMI who have a legitimate business need to know such information, (ii) to any governmental agency having jurisdiction over CGMI or any self-regulatory organization which it is a member, or (iii) to any other person or entity to the extent such disclosure is required by law or by a subpoena issued by a court of competent jurisdiction.

#### M) Method of Communication

Except as otherwise specifically provided in this Plan, any communications required or permitted hereunder may be in writing or made orally, provided that any communications made orally must be confirmed in writing within one business day of such communication.

All notices to CGMI under this Plan shall be provided to:

Matt Morris: matthew.t.morris@citi.com

Bob Leonard: robert.g.leonard@citi.com

Catie Hornyak: catherine.hornyak@citi.com

All notices to Seller under this Plan shall be provided to:

David Bauer: David.Bauer@kkr.com

Eric Han: Eric.Han@kkr.com

CGMI shall provide notification of all sales of Stock under this Plan (including number of shares and sale price) to Seller by e-mail at the above addresses by 6 p.m. Eastern on the day of the sale.

# N) Counterpart Signatures

# Exhibit L Execution Version

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

NEW OMAHA HOLDINGS L.P.

CITIGROUP GLOBAL MARKETS INC.

By: New Omaha Holdings LLC, its general partner

By /s/ Scott C. Nuttall
By: /s/ Matthew T.
Morris

Name: Scott C. Nuttall Name: Matthew T.

Morris

Title: President Title: Director