

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

FORM 10-Q

(Mark One)

☒ QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended September 30, 2025

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission file number: 1-7945

deluxe

DELUXE CORPORATION

(Exact name of registrant as specified in its charter)

MN

(State or other jurisdiction of incorporation or organization)

801 S. Marquette Ave., Minneapolis, MN

(Address of principal executive offices)

41-0216800

(I.R.S. Employer Identification No.)

55402-2807

(Zip Code)

(651) 483-7111

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading symbol(s)	Name of each exchange on which registered
Common Stock, par value \$1.00 per share	DLX	NYSE

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. ☒ Yes ☐ No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or such shorter period that the registrant was required to submit and post such files). ☒ Yes ☐ No

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

Large Accelerated Filer

☒

Accelerated Filer

☐

Non-accelerated Filer

☐

Smaller Reporting Company

☐

Emerging Growth Company

☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

☐ Yes ☒ No

The number of shares outstanding of registrant's common stock as of October 31, 2025 was 45,007,664.

DELUXE CORPORATION
FORM 10-Q
FOR THE QUARTER ENDED SEPTEMBER 30, 2025
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PART I – FINANCIAL INFORMATION

Item 1. FINANCIAL STATEMENTS

DELUXE CORPORATION CONSOLIDATED BALANCE SHEETS (unaudited)

	September 30, 2025	December 31, 2024
<i>(in thousands, except share par value)</i>		
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 25,803	\$ 34,399
Trade accounts receivable, net of allowance for credit losses	189,933	174,076
Inventories and supplies, net of reserve	33,910	36,393
Settlement processing assets	34,938	271,876
Prepaid expenses	37,320	32,751
Revenue in excess of billings	35,189	26,741
Other current assets	42,100	35,403
Total current assets	399,193	611,639
Deferred income taxes	4,248	6,969
Long-term investments	55,713	61,025
Property, plant and equipment, net of accumulated depreciation of \$371,460 and \$354,832, respectively	103,131	111,587
Operating lease assets	43,004	49,382
Intangibles, net of accumulated amortization of \$697,431 and \$616,817, respectively	333,021	331,053
Goodwill	1,422,778	1,422,737
Other non-current assets	226,310	236,644
Total assets	\$ 2,587,398	\$ 2,831,036
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	\$ 155,241	\$ 164,878
Settlement processing obligations	36,262	273,915
Accrued liabilities	173,726	149,593
Current portion of long-term debt	37,215	37,130
Total current liabilities	402,444	625,516
Long-term debt	1,412,570	1,466,021
Operating lease liabilities	40,233	48,982
Deferred income taxes	15,355	2,104
Other non-current liabilities	52,650	67,495
Commitments and contingencies (Note 12)		
Shareholders' equity:		
Common shares \$1 par value (authorized: 500,000 shares; outstanding: September 30, 2025 – 44,965; December 31, 2024 – 44,315)	44,965	44,315
Additional paid-in capital	130,555	117,122
Retained earnings	517,828	489,231
Accumulated other comprehensive loss	(29,477)	(29,916)
Non-controlling interest	275	166
Total shareholders' equity	664,146	620,918
Total liabilities and shareholders' equity	\$ 2,587,398	\$ 2,831,036

See Condensed Notes to Unaudited Consolidated Financial Statements

DELUXE CORPORATION
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(unaudited)

	Quarter Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
<i>(in thousands, except per share amounts)</i>				
Product revenue	\$ 280,797	\$ 298,693	\$ 850,470	\$ 908,230
Service revenue	259,450	229,751	747,510	692,985
Total revenue	540,247	528,444	1,597,980	1,601,215
Cost of products	(103,577)	(109,090)	(317,954)	(338,595)
Cost of services	(145,561)	(137,487)	(428,606)	(408,425)
Total cost of revenue	(249,138)	(246,577)	(746,560)	(747,020)
Gross profit	291,109	281,867	851,420	854,195
Selling, general and administrative expense	(212,364)	(227,764)	(652,102)	(695,677)
Restructuring and integration expense	(2,910)	(11,031)	(14,625)	(35,899)
Asset impairment charge	—	(6,700)	—	(6,700)
Gain on sale of businesses and long-lived assets	—	5,208	—	29,190
Operating income	75,835	41,580	184,693	145,109
Interest expense	(30,529)	(29,905)	(92,739)	(90,910)
Other income, net	1,905	1,834	6,196	6,560
Income before income taxes	47,211	13,509	98,150	60,759
Income tax provision	(13,445)	(4,540)	(27,915)	(20,463)
Net income	33,766	8,969	70,235	40,296
Net income attributable to non-controlling interest	(37)	(38)	(109)	(103)
Net income attributable to Deluxe	\$ 33,729	\$ 8,931	\$ 70,126	\$ 40,193
Total comprehensive income	\$ 33,236	\$ 1,017	\$ 70,674	\$ 36,472
Comprehensive income attributable to Deluxe	33,199	979	70,565	36,369
Basic earnings per share	0.75	0.20	1.57	0.91
Diluted earnings per share	0.74	0.20	1.54	0.90

See Condensed Notes to Unaudited Consolidated Financial Statements

DELUXE CORPORATION
CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY
(unaudited)

<i>(in thousands)</i>	Common shares	Common shares par value	Additional paid-in capital	Retained earnings	Accumulated other comprehensive loss	Non-controlling interest	Total
Balance, June 30, 2025	44,885	\$ 44,885	\$ 124,364	\$ 498,128	\$ (28,947)	\$ 238	\$ 638,668
Net income	—	—	—	33,729	—	37	33,766
Cash dividends (\$0.30 per share)	—	—	—	(14,029)	—	—	(14,029)
Common shares issued, net of tax withholding	80	80	266	—	—	—	346
Employee share-based compensation	—	—	5,925	—	—	—	5,925
Other comprehensive loss	—	—	—	—	(530)	—	(530)
Balance, September 30, 2025	<u>44,965</u>	<u>\$ 44,965</u>	<u>\$ 130,555</u>	<u>\$ 517,828</u>	<u>\$ (29,477)</u>	<u>\$ 275</u>	<u>\$ 664,146</u>

<i>(in thousands)</i>	Common shares	Common shares par value	Additional paid-in capital	Retained earnings	Accumulated other comprehensive loss	Non-controlling interest	Total
Balance, June 30, 2024	44,210	\$ 44,210	\$ 106,466	\$ 495,113	\$ (25,900)	\$ 587	\$ 620,476
Net income	—	—	—	8,931	—	38	8,969
Cash dividends (\$0.30 per share)	—	—	—	(13,584)	—	—	(13,584)
Common shares issued, net of tax withholding	62	62	366	—	—	—	428
Employee share-based compensation	—	—	4,847	—	—	—	4,847
Other comprehensive loss	—	—	—	—	(7,952)	—	(7,952)
Dividend paid to non-controlling interest	—	—	—	—	—	(499)	(499)
Balance, September 30, 2024	<u>44,272</u>	<u>\$ 44,272</u>	<u>\$ 111,679</u>	<u>\$ 490,460</u>	<u>\$ (33,852)</u>	<u>\$ 126</u>	<u>\$ 612,685</u>

See Condensed Notes to Unaudited Consolidated Financial Statements

DELUXE CORPORATION
CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY (continued)
(unaudited)

<i>(in thousands)</i>	Common shares	Common shares par value	Additional paid-in capital	Retained earnings	Accumulated other comprehensive loss	Non-controlling interest	Total
Balance, December 31, 2024	44,315	\$ 44,315	\$ 117,122	\$ 489,231	\$ (29,916)	\$ 166	\$ 620,918
Net income	—	—	—	70,126	—	109	70,235
Cash dividends (\$0.90 per share)	—	—	—	(41,529)	—	—	(41,529)
Common shares issued, net of tax withholding	650	650	(4,209)	—	—	—	(3,559)
Employee share-based compensation	—	—	17,642	—	—	—	17,642
Other comprehensive income	—	—	—	—	439	—	439
Balance, September 30, 2025	<u>44,965</u>	<u>\$ 44,965</u>	<u>\$ 130,555</u>	<u>\$ 517,828</u>	<u>\$ (29,477)</u>	<u>\$ 275</u>	<u>\$ 664,146</u>

<i>(in thousands)</i>	Common shares	Common shares par value	Additional paid-in capital	Retained earnings	Accumulated other comprehensive loss	Non-controlling interest	Total
Balance, December 31, 2023	43,743	\$ 43,743	\$ 99,141	\$ 491,238	\$ (30,028)	\$ 522	\$ 604,616
Net income	—	—	—	40,193	—	103	40,296
Cash dividends (\$0.90 per share)	—	—	—	(40,971)	—	—	(40,971)
Common shares issued, net of tax withholding	529	529	(2,480)	—	—	—	(1,951)
Employee share-based compensation	—	—	15,018	—	—	—	15,018
Other comprehensive loss	—	—	—	—	(3,824)	—	(3,824)
Dividend paid to non-controlling interest	—	—	—	—	—	(499)	(499)
Balance, September 30, 2024	<u>44,272</u>	<u>\$ 44,272</u>	<u>\$ 111,679</u>	<u>\$ 490,460</u>	<u>\$ (33,852)</u>	<u>\$ 126</u>	<u>\$ 612,685</u>

See Condensed Notes to Unaudited Consolidated Financial Statements

DELUXE CORPORATION
CONSOLIDATED STATEMENTS OF CASH FLOWS
(unaudited)

	Nine Months Ended September 30,	
	2025	2024
<i>(in thousands)</i>		
Cash flows from operating activities:		
Net income	\$ 70,235	\$ 40,296
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	16,792	16,026
Amortization of intangibles	84,216	111,690
Asset impairment charge	—	6,700
Amortization of prepaid product discounts	24,490	24,844
Employee share-based compensation expense	17,591	14,972
Operating lease expense	10,936	14,011
Amortization of cloud computing arrangement implementation costs	11,846	12,362
Gain on sale of businesses and long-lived assets	—	(29,190)
Deferred income taxes	16,127	(17,808)
Other non-cash items, net	16,478	31,146
Changes in assets and liabilities:		
Trade accounts receivable	(20,726)	6,593
Inventories and supplies	2,556	(877)
Other current and non-current assets	(19,511)	(34,056)
Accounts payable	(8,674)	8,721
Prepaid product discount payments	(22,933)	(22,945)
Other accrued and non-current liabilities	(30,902)	(48,363)
Net cash provided by operating activities	168,521	134,122
Cash flows from investing activities:		
Payment for acquisition	(12,100)	—
Purchases of capital assets	(72,556)	(69,777)
Proceeds from sale of businesses and long-lived assets	1,968	18,321
Other	6,667	133
Net cash used by investing activities	(76,021)	(51,323)
Cash flows from financing activities:		
Proceeds from issuing long-term debt and swingline loans, net of debt issuance costs	312,793	630,784
Payments on long-term debt and swingline loans	(368,919)	(695,295)
Net change in settlement processing obligations	(235,940)	(338,955)
Cash dividends paid to shareholders	(41,634)	(40,826)
Other	(5,558)	(7,789)
Net cash used by financing activities	(339,258)	(452,081)
Effect of exchange rate change on cash, cash equivalents, restricted cash, and restricted cash equivalents	1,230	(3,156)
Net change in cash, cash equivalents, restricted cash, and restricted cash equivalents	(245,528)	(372,438)
Cash, cash equivalents, restricted cash, and restricted cash equivalents, beginning of year	309,153	458,033
Cash, cash equivalents, restricted cash, and restricted cash equivalents, end of period (Note 3)	\$ 63,625	\$ 85,595

See Condensed Notes to Unaudited Consolidated Financial Statements

NOTE 1: CONSOLIDATED FINANCIAL STATEMENTS

The consolidated balance sheet as of September 30, 2025, the consolidated statements of comprehensive income for the quarters and nine months ended September 30, 2025 and 2024, the consolidated statements of shareholders' equity for the quarters and nine months ended September 30, 2025 and 2024, and the consolidated statements of cash flows for the nine months ended September 30, 2025 and 2024 are unaudited. The consolidated balance sheet as of December 31, 2024 was derived from audited consolidated financial statements, but does not include all disclosures required by U.S. generally accepted accounting principles (GAAP). In the opinion of management, all adjustments necessary for a fair statement of the consolidated financial statements are included. Adjustments consist only of normal recurring items, except for any items discussed in the notes below. Interim results are not necessarily indicative of results for a full year or future results. The consolidated financial statements and notes are presented in accordance with instructions for Form 10-Q and do not contain certain information included in our annual consolidated financial statements and notes. The consolidated financial statements and notes appearing in this report should be read in conjunction with the consolidated audited financial statements and related notes included in our Annual Report on Form 10-K for the year ended December 31, 2024 (the "2024 Form 10-K").

The process of preparing our consolidated financial statements involves making various estimates and assumptions that impact the reported amounts in the consolidated financial statements and accompanying notes. These estimates are derived from our historical experience and other relevant factors and assumptions that we consider reasonable. These factors and assumptions form the foundation for our judgments regarding the carrying values of our assets, liabilities, revenues, and expenses, as well as the disclosure of contingent assets and liabilities. It is important to note that actual results may vary significantly from these estimates and assumptions.

Comparability – The consolidated statement of cash flows for the nine months ended September 30, 2024 has been modified to conform to the current year presentation. Within net cash provided by operating activities, the immaterial payments for cloud computing arrangement implementation costs are no longer presented separately. Instead, they are included in other current and non-current assets.

NOTE 2: NEW ACCOUNTING PRONOUNCEMENTS

ASU 2023-09 – In December 2023, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2023-09, *Improvements to Income Tax Disclosures*. This standard modifies the required income tax disclosures to include specific categories in the income tax rate reconciliation and requires the disclosure of income tax payments by jurisdiction, among other changes. The guidance is effective for our annual consolidated financial statements for the year ending December 31, 2025. Both prospective and retrospective application of the standard is permitted upon adoption. We are currently evaluating the potential effects of adopting this new guidance on the disclosures within our consolidated financial statements.

ASU 2024-03 – In November 2024, the FASB issued ASU 2024-03, *Disaggregation of Income Statement Expenses*. This standard does not change the expense captions presented on the face of the income statement. Instead, it requires the disaggregation of certain expense captions into specified categories within the footnotes to the consolidated financial statements. This standard is effective for our annual consolidated financial statements for the year ending December 31, 2027. Both prospective and retrospective application of the standard is permitted upon adoption. We are currently evaluating the potential effects of adopting this new guidance on the disclosures within our consolidated financial statements.

ASU 2025-05 – In July 2025, the FASB issued ASU 2025-05, *Measurement of Credit Losses for Accounts Receivable and Contract Assets*. This standard introduces a practical expedient that companies can choose to apply when determining allowances for credit losses. Specifically, it permits companies to assume that the current conditions as of the balance sheet date remain unchanged throughout the remaining life of the assets. We plan to adopt this standard on January 1, 2026, and it will be applied prospectively. We do not expect that adoption of this standard will have a material impact on our consolidated financial statements.

ASU 2025-06 – In September 2025, the FASB issued ASU 2025-06, *Targeted Improvements to the Accounting for Internal-Use Software*. This standard revises the existing guidance that refers to the various stages of a software development project to align better with current software development methods, such as agile programming. Under the new standard, companies will begin capitalizing eligible costs when (1) management has authorized and committed to funding the software project and (2) it is probable that the project will be completed and the software will be used to perform the function intended. The guidance is effective for us on January 1, 2028 and allows companies to choose from three transition methods. We are currently assessing how adoption of this standard will affect our consolidated financial statements.

NOTE 3: SUPPLEMENTAL BALANCE SHEET AND CASH FLOW INFORMATION

Trade accounts receivable – Net trade accounts receivable was comprised of the following:

<i>(in thousands)</i>	September 30, 2025	December 31, 2024
Trade accounts receivable – gross ⁽¹⁾	\$ 199,497	\$ 183,196
Allowance for credit losses	(9,564)	(9,120)
Trade accounts receivable – net	<u>\$ 189,933</u>	<u>\$ 174,076</u>

⁽¹⁾ Includes unbilled receivables of \$62,011 as of September 30, 2025 and \$47,341 as of December 31, 2024.

Changes in the allowance for credit losses for the nine months ended September 30, 2025 and September 30, 2024 were as follows:

<i>(in thousands)</i>	2025	2024
Balance, beginning of year	\$ 9,120	\$ 6,541
Bad debt expense	4,980	12,040
Write-offs and other	(4,536)	(7,375)
Balance, end of period	<u>\$ 9,564</u>	<u>\$ 11,206</u>

Inventories and supplies – Inventories and supplies were comprised of the following:

<i>(in thousands)</i>	September 30, 2025	December 31, 2024
Finished and semi-finished goods	\$ 27,649	\$ 31,146
Raw materials and supplies	17,767	16,787
Reserve for excess and obsolete items	(11,506)	(11,540)
Inventories and supplies, net of reserve	<u>\$ 33,910</u>	<u>\$ 36,393</u>

Revenue in excess of billings – Revenue in excess of billings was comprised of the following:

<i>(in thousands)</i>	September 30, 2025	December 31, 2024
Conditional right to receive consideration	\$ 21,239	\$ 16,943
Unconditional right to receive consideration ⁽¹⁾	13,950	9,798
Revenue in excess of billings	<u>\$ 35,189</u>	<u>\$ 26,741</u>

⁽¹⁾ Represents revenues that are earned but not currently billable under the related contract terms.

Intangibles – Intangibles were comprised of the following:

(in thousands)	September 30, 2025			December 31, 2024		
	Gross carrying amount	Accumulated amortization	Net carrying amount	Gross carrying amount	Accumulated amortization	Net carrying amount
Internal-use software	\$ 549,266	\$ (389,246)	\$ 160,020	\$ 488,840	\$ (339,683)	\$ 149,157
Customer lists/relationships	319,586	(244,551)	75,035	311,578	(223,272)	88,306
Partner relationships	76,300	(22,621)	53,679	76,252	(19,632)	56,620
Technology-based intangibles	65,000	(35,208)	29,792	65,000	(29,115)	35,885
Other	20,300	(5,805)	14,495	6,200	(5,115)	1,085
Intangibles	<u>\$ 1,030,452</u>	<u>\$ (697,431)</u>	<u>\$ 333,021</u>	<u>\$ 947,870</u>	<u>\$ (616,817)</u>	<u>\$ 331,053</u>

Amortization of intangibles was \$26,641 for the quarter ended September 30, 2025, \$38,626 for the quarter ended September 30, 2024, \$84,216 for the nine months ended September 30, 2025, and \$111,690 for the nine months ended September 30, 2024. During the quarter ended June 30, 2024, we modified the useful life of a trade name asset that we retired in the fourth quarter of 2024. This change resulted in incremental amortization expense of \$6,674 during the quarter ended September 30, 2024 and \$13,349 during the nine months ended September 30, 2024.

Based on the intangibles in service as of September 30, 2025, estimated future amortization expense is as follows:

(in thousands)	Estimated amortization expense
Remainder of 2025	\$ 27,027
2026	81,861
2027	53,680
2028	32,329
2029	19,021

In the normal course of business, we acquire and develop internal-use software. During the nine months ended September 30, 2025, we acquired or developed internal-use software of \$59,450 with a weighted-average useful life of 3 years. During the quarter ended September 30, 2025, we also acquired certain assets of JPMorgan Chase Bank's CheckMatch electronic check conveyance service business. Further information regarding the assets acquired can be found in Note 6. We also, at times, purchase small business distributor customer lists and partner relationship assets, though such purchases were not material during the nine months ended September 30, 2025.

Goodwill – Changes in goodwill by reportable segment and in total were as follows for the nine months ended September 30, 2025:

(in thousands)	Merchant Services	B2B Payments	Data Solutions ⁽¹⁾	Print ⁽¹⁾	Total
Balance, December 31, 2024	\$ 727,688	\$ 160,431	\$ 40,804	\$ 493,814	\$ 1,422,737
Currency translation adjustment	—	—	—	41	41
Balance, September 30, 2025	<u>\$ 727,688</u>	<u>\$ 160,431</u>	<u>\$ 40,804</u>	<u>\$ 493,855</u>	<u>\$ 1,422,778</u>

⁽¹⁾ The Data Solutions and Print balances are net of accumulated impairment charges of \$145,584 and \$193,699, respectively, for each period.

Other non-current assets – Other non-current assets were comprised of the following:

<i>(in thousands)</i>	September 30, 2025	December 31, 2024
Postretirement benefit plan asset	\$ 113,174	\$ 107,524
Prepaid product discounts ⁽¹⁾	32,750	32,847
Cloud computing arrangement implementation costs	32,290	42,470
Deferred contract acquisition costs ⁽²⁾	17,775	18,780
Loans and notes receivable from distributors, net of allowance for credit losses ⁽³⁾	9,408	10,789
Other	20,913	24,234
Other non-current assets	<u>\$ 226,310</u>	<u>\$ 236,644</u>

⁽¹⁾ Amortization of prepaid product discounts was \$24,490 for the nine months ended September 30, 2025 and \$24,844 for the nine months ended September 30, 2024.

⁽²⁾ Amortization of deferred contract acquisition costs was \$8,832 for the nine months ended September 30, 2025 and \$9,445 for the nine months ended September 30, 2024.

⁽³⁾ Amount includes the non-current portion of loans and notes receivable. The current portion of these receivables is included in other current assets on the consolidated balance sheets and was \$1,640 as of September 30, 2025 and \$1,753 as of December 31, 2024. The allowance for credit losses was not material in either period.

We categorize loans and notes receivable into risk categories based on information about the ability of borrowers to service their debt, including current financial information, historical payment experience, current economic trends, and other factors. The highest quality receivables are assigned a 1-2 internal grade. Those that have a potential weakness requiring management's attention are assigned a 3-4 internal grade. Past due receivables and those on non-accrual status were not material as of September 30, 2025 or December 31, 2024.

The following table presents loans and notes receivable from distributors, including the current portion, by credit quality indicator and by year of origination, as of September 30, 2025. There were no write-offs or recoveries recorded during the nine months ended September 30, 2025.

<i>(in thousands)</i>	Loans and notes receivable from distributors amortized cost basis by origination year				Total
	2024	2023	2020	Prior	
Risk rating:					
1-2 internal grade	\$ 842	\$ 282	\$ 757	\$ 9,899	\$ 11,780
3-4 internal grade	—	—	—	—	—
Loans and notes receivable	<u>\$ 842</u>	<u>\$ 282</u>	<u>\$ 757</u>	<u>\$ 9,899</u>	<u>\$ 11,780</u>

Accrued liabilities – Accrued liabilities were comprised of the following:

<i>(in thousands)</i>	September 30, 2025	December 31, 2024
Employee cash bonuses, including sales incentives	\$ 34,953	\$ 33,422
Deferred revenue ⁽¹⁾	27,419	31,605
Interest	14,420	9,493
Customer rebates	13,997	10,100
Consideration payable for asset purchases	13,058	618
Operating lease liabilities	12,006	12,406
Wages and payroll liabilities, including vacation	7,796	10,321
Prepaid product discounts	3,973	2,583
Restructuring and integration (Note 8)	3,889	3,755
Other	42,215	35,290
Accrued liabilities	<u>\$ 173,726</u>	<u>\$ 149,593</u>

⁽¹⁾ Revenue recognized for amounts included in deferred revenue at the beginning of the period was \$25,828 for the nine months ended September 30, 2025 and \$30,707 for the nine months ended September 30, 2024.

Supplemental cash flow information – The reconciliation of cash, cash equivalents, restricted cash, and restricted cash equivalents to the consolidated statements of cash flows was as follows:

<i>(in thousands)</i>	September 30, 2025	September 30, 2024
Cash and cash equivalents	\$ 25,803	\$ 41,307
Restricted cash and restricted cash equivalents included in settlement processing assets	34,938	41,258
Non-current restricted cash included in other non-current assets	2,884	3,030
Total cash, cash equivalents, restricted cash, and restricted cash equivalents	<u>\$ 63,625</u>	<u>\$ 85,595</u>

NOTE 4: EARNINGS PER SHARE

The following table reflects the calculation of basic and diluted earnings per share. During each period, certain share-based awards, as noted below, were excluded from the calculation of diluted earnings per share because their effect would have been antidilutive.

	Quarter Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
<i>(in thousands, except per share amounts)</i>				
Earnings per share – basic:				
Net income	\$ 33,766	\$ 8,969	\$ 70,235	\$ 40,296
Net income attributable to non-controlling interest	(37)	(38)	(109)	(103)
Net income attributable to Deluxe	33,729	8,931	70,126	40,193
Income allocated to participating securities	—	(3)	(3)	(15)
Income attributable to Deluxe available to common shareholders	\$ 33,729	\$ 8,928	\$ 70,123	\$ 40,178
Weighted-average shares outstanding	44,936	44,250	44,769	44,106
Earnings per share – basic	\$ 0.75	\$ 0.20	\$ 1.57	\$ 0.91
Earnings per share – diluted:				
Net income	\$ 33,766	\$ 8,969	\$ 70,235	\$ 40,296
Net income attributable to non-controlling interest	(37)	(38)	(109)	(103)
Net income attributable to Deluxe	33,729	8,931	70,126	40,193
Income allocated to participating securities	—	(3)	(3)	(12)
Re-measurement of share-based awards classified as liabilities	—	(7)	(65)	(45)
Income attributable to Deluxe available to common shareholders	\$ 33,729	\$ 8,921	\$ 70,058	\$ 40,136
Weighted-average shares outstanding	44,936	44,250	44,769	44,106
Dilutive impact of potential common shares	660	556	585	550
Weighted-average shares and potential common shares outstanding	45,596	44,806	45,354	44,656
Earnings per share – diluted	\$ 0.74	\$ 0.20	\$ 1.54	\$ 0.90
Antidilutive potential common shares excluded from calculation	1,136	1,205	1,136	1,205

NOTE 5: OTHER COMPREHENSIVE INCOME (LOSS)

Reclassification adjustments – Information regarding amounts reclassified from accumulated other comprehensive loss to net income was as follows:

Accumulated other comprehensive loss components	Amounts reclassified from accumulated other comprehensive loss				Affected line item in consolidated statements of comprehensive income
	Quarter Ended September 30,		Nine Months Ended September 30,		
(in thousands)	2025	2024	2025	2024	
Amortization of postretirement benefit plan items:					
Prior service credit	\$ 355	\$ 355	\$ 1,066	\$ 1,066	Other income, net
Net actuarial loss	(212)	(334)	(636)	(1,001)	Other income, net
Total amortization	143	21	430	65	Other income, net
Tax expense	(74)	(44)	(226)	(133)	Income tax provision
Amortization of postretirement benefit plan items, net of tax	69	(23)	204	(68)	Net income
Cash flow hedges:					
Realized gain on cash flow hedges	—	830	—	2,640	Interest expense
Tax expense	—	(223)	—	(712)	Income tax provision
Realized gain on cash flow hedges, net of tax	—	607	—	1,928	Net income
Total reclassifications, net of tax	\$ 69	\$ 584	\$ 204	\$ 1,860	

Accumulated other comprehensive loss – Changes in the components of accumulated other comprehensive loss for the nine months ended September 30, 2025 and September 30, 2024 were as follows:

(in thousands)	Postretirement benefit plans	Currency translation adjustment	Accumulated other comprehensive loss
Balance, December 31, 2024	\$ (16,566)	\$ (13,350)	\$ (29,916)
Other comprehensive income before reclassifications	—	643	643
Amounts reclassified from accumulated other comprehensive loss	(204)	—	(204)
Net current-period other comprehensive (loss) income	(204)	643	439
Balance, September 30, 2025	\$ (16,770)	\$ (12,707)	\$ (29,477)

(in thousands)	Postretirement benefit plans	Net unrealized loss on cash flow hedges ⁽¹⁾	Currency translation adjustment	Accumulated other comprehensive loss
Balance, December 31, 2023	\$ (19,824)	\$ (286)	\$ (9,918)	\$ (30,028)
Other comprehensive loss before reclassifications	—	(1,013)	(951)	(1,964)
Amounts reclassified from accumulated other comprehensive loss	68	(1,928)	—	(1,860)
Net current-period other comprehensive income (loss)	68	(2,941)	(951)	(3,824)
Balance, September 30, 2024	\$ (19,756)	\$ (3,227)	\$ (10,869)	\$ (33,852)

⁽¹⁾ Other comprehensive loss before reclassifications is net of an income tax benefit of \$375.

NOTE 6: ACQUISITION AND DIVESTITURES

Asset acquisition – On August 6, 2025, we acquired certain assets of JPMorgan Chase Bank's CheckMatch electronic check conveyance service business for cash payments totaling \$24,600, approximately half of which was paid at closing and the remainder to be paid in the first quarter of 2026. The assets acquired consisted of a lockbox network intangible asset, included in other intangibles in Note 3, with a fair value of \$14,100 and a useful life of 10 years and a customer relationship intangible asset with a fair value of \$10,500 and a useful life of 7 years. Information regarding these fair value estimates can be found in Note 7.

Divestitures – In recent years, we decided to exit certain businesses and dispose of other assets. We believe these actions have enabled us to concentrate our resources on our growth businesses, while optimizing our operations.

In September and December 2023, we executed agreements to transition our U.S. and Canadian payroll and human resources services customers to other service providers. The recognition of income from this business exit was based on the timing of customer conversion and retention activities, which were substantially completed during 2024. During the quarter ended September 30, 2024, we recognized a related goodwill impairment charge of \$6,700, as we determined that the remaining cash flows expected to be generated by these businesses no longer supported the carrying value of the related reporting unit. The remaining cash proceeds from this business exit were received during the quarter ended March 31, 2025. The results of this business are reported as All other in Note 13.

Business exits and asset sales were as follows for the nine months ended September 30, 2025 and September 30, 2024:

(in thousands)	Gain on sale of businesses and long- lived assets	Proceeds from sale of businesses and long- lived assets
Nine months ended September 30, 2025:		
Payroll and human resources services business	\$ —	\$ 1,968
Nine months ended September 30, 2024:		
Payroll and human resources services business	\$ 28,190	\$ 18,321
Small business distributor customer list ⁽¹⁾	1,000	—
Total	\$ 29,190	\$ 18,321

⁽¹⁾ A note receivable was executed in conjunction with this sale. No cash proceeds were received.

NOTE 7: FAIR VALUE MEASUREMENTS

Goodwill impairment analysis – Our policy regarding goodwill impairment can be found under the caption "Note 1: Significant Accounting Policies" in the Notes to Consolidated Financial Statements located in the 2024 Form 10K. This policy explains our methodology for assessing the impairment of goodwill.

For the 2025 annual goodwill analysis as of July 31, 2025, we chose to perform quantitative analyses for our Merchant Services and Treasury Management reporting units. These analyses indicated that the estimated fair values of these reporting units exceeded their carrying values. Estimating the fair values of our reporting units requires us to estimate several factors, including revenue growth rates, earnings before interest, taxes, depreciation, and amortization (EBITDA) margins, terminal growth rates, discount rates, and the allocation of shared and corporate items. These assumptions require significant judgment, and actual results may differ, potentially leading to future impairment charges.

For our other reporting units with goodwill, we completed qualitative analyses. These analyses considered factors such as economic, market, and industry conditions, cost factors, and the overall financial performance of the reporting units. We also considered the most recent quantitative analyses from prior periods. These qualitative analyses indicated no changes in events or circumstances suggesting that the fair value of any reporting unit was less than its carrying amount. Consequently, no goodwill impairment charges were recorded from our 2025 annual impairment analysis.

Asset acquisition – During the quarter ended September 30, 2025, we acquired intangible assets associated with JPMorgan Chase Bank’s CheckMatch electronic check conveyance service business (Note 6). In estimating the fair value of these assets, we utilized the multi-period excess earnings method. This method involved forecasting the revenue and cash flows generated by the assets, then subtracting the portions of cash flows attributable to supporting assets that contribute to overall earnings. The net cash flows attributable to the intangible assets are then discounted using a rate that reflects the associated risk, resulting in a present value estimate. Key assumptions used in this valuation included projected revenue from existing customers, anticipated customer growth, estimated earnings, expected customer retention rates, and the selected discount rate.

Financial instruments – Information regarding the fair values of our financial instruments was as follows:

				Fair value measurements using			
		September 30, 2025		Quoted prices in active markets for identical assets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)	
(in thousands)	Balance sheet location	Carrying value	Fair value				
Amortized cost:							
Loans and notes receivable from distributors	Other current and other non-current assets	\$ 11,048	\$ 12,302	\$ —	\$ —	\$ 12,302	
Long-term debt	Current portion of long-term debt and long-term debt	1,449,785	1,484,821	—	1,484,821	—	
				Fair value measurements using			
		December 31, 2024		Quoted prices in active markets for identical assets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)	
(in thousands)	Balance sheet location	Carrying value	Fair value				
Amortized cost:							
Loans and notes receivable from distributors	Other current and other non-current assets	\$ 12,541	\$ 13,013	\$ —	\$ —	\$ 13,013	
Long-term debt	Current portion of long-term debt and long-term debt	1,503,151	1,508,347	—	1,508,347	—	

NOTE 8: RESTRUCTURING AND INTEGRATION EXPENSE

Restructuring and integration expense consists of costs related to initiatives aimed at driving earnings and cash flow growth, including costs related to the consolidation and migration of certain applications and processes. These costs consist primarily of consulting, project management services, internal labor, and other items such as facility closure and consolidation costs. Additionally, we have recorded employee severance costs across functional areas. Restructuring and integration expense is not allocated to our reportable business segments.

We are actively pursuing initiatives designed to support our growth strategy and to increase our efficiency, including several initiatives that we collectively refer to as our North Star program. The goal of this program is to enhance shareholder value by (1) accelerating our adjusted EBITDA growth, (2) increasing cash flow, (3) reducing debt, and (4) improving our leverage ratio. North Star is a comprehensive, multi-year plan that balances cost reduction and growth opportunities. On the cost reduction front, we concentrated on optimizing our organizational framework and enhancing our infrastructure and operational processes. The major components of our organizational restructuring have been completed, involving the integration of comparable roles, flattening management layers, and broadening supervisory responsibilities. We are also leveraging technology and automated processes to digitize and improve the efficiency of our operations. Additionally, we are expanding our operational

capacity by centralizing back-office activities and utilizing talent from the global workforce. The associated restructuring and integration expense, which consisted primarily of consulting and employee severance costs, was approximately \$15,000 during the nine months ended September 30, 2025 and approximately \$33,000 during the nine months ended September 30, 2024. To date, we have incurred expense of approximately \$110,000, and we anticipate that we will incur approximately \$5,000 of additional North Star restructuring and integration expense in the fourth quarter of 2025.

Restructuring and integration expense is reflected on the consolidated statements of comprehensive income as follows:

	Quarter Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
<i>(in thousands)</i>				
Total cost of revenue	\$ 24	\$ 234	\$ 965	\$ 1,132
Operating expenses	2,910	11,031	14,625	35,899
Restructuring and integration expense	<u>\$ 2,934</u>	<u>\$ 11,265</u>	<u>\$ 15,590</u>	<u>\$ 37,031</u>

Restructuring and integration expense for each period was comprised of the following:

	Quarter Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
<i>(in thousands)</i>				
Employee severance benefits	\$ 1,580	\$ 902	\$ 7,651	\$ 2,459
External consulting and other costs	324	8,614	3,584	25,733
Internal labor	597	381	2,297	1,602
Other	433	1,368	2,058	7,237
Restructuring and integration expense	<u>\$ 2,934</u>	<u>\$ 11,265</u>	<u>\$ 15,590</u>	<u>\$ 37,031</u>

Our restructuring and integration accruals are included in accrued liabilities on the consolidated balance sheets. These accruals represent the anticipated cash payments necessary to fulfill the remaining severance obligations for employees who have already been terminated, as well as those expected to be terminated under our various initiatives. We expect that the majority of employee reductions and the associated severance payments will be completed by mid-2026.

Changes in our restructuring and integration accruals were as follows:

	Employee severance benefits
<i>(in thousands)</i>	
Balance, December 31, 2024	\$ 3,755
Charges	8,109
Reversals	(458)
Payments	(7,517)
Balance, September 30, 2025	<u>\$ 3,889</u>

The charges and reversals shown in the rollforward of our restructuring and integration accruals exclude items that are expensed as incurred, as these items are not included in accrued liabilities on the consolidated balance sheets.

NOTE 9: INCOME TAX PROVISION

Our effective income tax rate for interim periods is based on the estimated annual effective tax rate, adjusted for discrete items occurring within the period. For the nine months ended September 30, 2025, our effective income tax rate of 28.4% differed from the federal statutory tax rate of 21.0% mainly due to the impact of foreign income tax expense, including the impact of the repatriation of foreign earnings, as well as corporate state income taxes, the tax impact of non-deductible executive compensation expense, and the benefit of the federal R&D tax credit.

For the nine months ended September 30, 2025, our effective income tax rate decreased from 33.7% for the same period in 2024. The 2025 rate benefited from lower tax impacts for our foreign operations, share-based compensation, and non-

deductible compensation. These benefits were partially offset by an increase in our effective state income tax rate. For the third quarter of 2025, our effective income tax rate was 28.5%, a decrease from 33.6% for the third quarter of 2024, with similar factors contributing to the reduction as those affecting the nine-month period.

In July 2025, the "One Big Beautiful Bill Act" was signed into law. The legislation is a comprehensive tax and spending bill that primarily extends provisions of the 2017 Tax Cuts and Jobs Act that were set to expire and restores provisions that accelerate deductions for certain business expenses and investments. The impact of these changes during the quarter ended September 30, 2025 was not material to income tax expense and resulted in an increase in net deferred income tax liabilities of approximately \$30,000.

NOTE 10: POSTRETIREMENT BENEFITS

We have historically offered certain health care benefits to a large number of our eligible retired U.S. employees. In addition to our retiree health care plan, we also maintain an inactive U.S. supplemental executive retirement plan. Further information regarding our postretirement benefit plans can be found under the caption "Note 12: Postretirement Benefits" in the Notes to Consolidated Financial Statements located in the 2024 Form 10-K.

Postretirement benefit income is included in other income, net on the consolidated statements of comprehensive income and consisted of the following components:

	Quarter Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
(in thousands)				
Interest cost	\$ 397	\$ 435	\$ 1,191	\$ 1,306
Expected return on plan assets	(2,137)	(2,099)	(6,410)	(6,296)
Amortization of prior service credit	(355)	(355)	(1,066)	(1,066)
Amortization of net actuarial losses	212	334	636	1,001
Net periodic benefit income	<u>\$ (1,883)</u>	<u>\$ (1,685)</u>	<u>\$ (5,649)</u>	<u>\$ (5,055)</u>

NOTE 11: DEBT

Debt outstanding was comprised of the following:

	September 30, 2025	December 31, 2024
(in thousands)		
Senior secured term loan facility	\$ 470,792	\$ 500,000
Senior unsecured notes	475,000	475,000
Senior secured notes	450,000	450,000
Securitization obligations	70,000	78,917
Amounts drawn on senior secured revolving credit facility	—	18,000
Total principal amount	<u>1,465,792</u>	<u>1,521,917</u>
Less: unamortized discount and debt issuance costs	(16,007)	(18,766)
Total debt, net of discount and debt issuance costs	<u>1,449,785</u>	<u>1,503,151</u>
Less: current portion of long-term debt, net of debt issuance costs	(37,215)	(37,130)
Long-term debt	<u>\$ 1,412,570</u>	<u>\$ 1,466,021</u>

Maturities of long-term debt were as follows as of September 30, 2025:

(in thousands)	Debt obligations
Remainder of 2025	\$ 9,375
2026	37,500
2027	107,500
2028	50,000
2029	1,261,417
Total principal amount	<u>\$ 1,465,792</u>

Credit facility – In December 2024, we executed a \$900,000 senior secured credit facility, which includes commitments of \$400,000 under a revolving credit facility and \$500,000 under a term loan facility. The revolving credit facility includes a \$40,000 swingline sub-facility and a \$25,000 letter of credit sub-facility. Loans under the revolving credit facility can be borrowed, repaid, and re-borrowed until February 1, 2029, at which point all outstanding amounts must be repaid. The term loan facility is structured to be repaid in equal quarterly installments of \$9,375 through December 2027 and \$12,500 from March 2028 to December 2028, with the remaining balance due on February 1, 2029. The term loan facility includes mandatory prepayment requirements related to asset sales, certain casualty or other insured damage to assets, and new debt (excluding permitted debt), subject to certain limitations. No premium or penalty is incurred for any mandatory or voluntary prepayment of the term loan facility.

Interest on the credit facility is payable at a fluctuating rate, as outlined in the credit agreement. A commitment fee is also payable on the unused portion of the revolving credit facility. Amounts outstanding under the credit facility had a weighted-average interest rate of 6.76% as of September 30, 2025 and 7.23% as of December 31, 2024.

Borrowings under the credit facility are secured by substantially all of the present and future tangible and intangible personal property held by us and our subsidiaries that have guaranteed our obligations under the credit facility, subject to certain exceptions. The credit agreement includes customary covenants that limit levels of indebtedness, liens, mergers, certain asset dispositions, changes in business, advances, investments, loans, and restricted payments. These covenants are subject to various limitations and exceptions outlined in the credit agreement. Additionally, the credit agreement imposes requirements on our consolidated total leverage ratio and our consolidated secured leverage ratio. The consolidated total leverage ratio is calculated as (i) consolidated indebtedness minus unrestricted cash and cash equivalents in excess of \$15,000 to (ii) consolidated EBITDA for the period, as defined in the agreement. The consolidated secured leverage ratio is defined as (i) consolidated secured indebtedness minus unrestricted cash and cash equivalents in excess of \$15,000 to (ii) consolidated EBITDA for the period, as defined in the agreement. These ratios may not equal or exceed the following amounts during the periods indicated:

Fiscal Quarter Ending	Consolidated total leverage ratio	Consolidated secured leverage ratio
September 30, 2025 through March 31, 2026	4.25 to 1.00	3.50 to 1.00
June 30, 2026 and each fiscal quarter thereafter	4.00 to 1.00	3.25 to 1.00

Furthermore, we are required to maintain a minimum interest coverage ratio of at least 3.00 to 1.00 for the duration of the credit facility. This ratio is calculated as (i) consolidated EBITDA, as defined in the agreement, for the trailing four quarters to (ii) consolidated interest expense for the same period. In addition, if our consolidated total leverage exceeds 2.75 to 1.00, the aggregate amount of permitted dividends, incentive-based share repurchases, and repurchases under an open market repurchase program is limited to an annual amount of \$60,000, provided that the amount of any share repurchases made under an open market repurchase program does not exceed \$30,000 in a fiscal year.

Failure to comply with any of these requirements would constitute an event of default, which would enable the lenders to declare all amounts outstanding immediately due and payable. In such a scenario, the lenders would also have the right to enforce their interests against the collateral pledged if we are unable to settle the outstanding amounts. As of September 30, 2025, we were in compliance with all debt covenants.

The credit agreement includes customary representations and warranties. As a condition for borrowing, it requires that all such representations and warranties be true and correct in all material respects on the date of each borrowing. This includes representations affirming that there has been no material adverse change in our business, assets, operations, or financial condition.

As of September 30, 2025, amounts available for borrowing under our revolving credit facility were as follows:

(in thousands)	Total available
Revolving credit facility commitment	\$ 400,000
Amounts drawn on revolving credit facility	—
Outstanding letters of credit ⁽¹⁾	(7,398)
Net available for borrowing as of September 30, 2025	\$ 392,602

⁽¹⁾We use standby letters of credit primarily to collateralize certain obligations related to our self-insured workers' compensation claims, as well as claims for environmental matters, as required by certain states. These letters of credit reduce the amount available for borrowing under our revolving credit facility.

Senior unsecured and secured notes – In June 2021, we issued \$500,000 of 8.0% senior unsecured notes that mature in June 2029. These notes were issued via a private placement under Rule 144A of the Securities Act of 1933. Proceeds from the offering, net of discount and offering costs, were \$490,741, resulting in an effective interest rate of 8.3%. The net proceeds were utilized to finance the acquisition of First American Payment Systems, L.P. Interest payments are due each June and December. During 2022, we repurchased \$25,000 of these notes on the open market.

In December 2024, we issued \$450,000 of 8.125% senior secured notes that mature in September 2029. However, if any of the senior unsecured notes issued in 2021 remain outstanding as of February 1, 2029, the 2024 senior secured notes will mature on February 1, 2029. These notes were also issued via a private placement under Rule 144A of the Securities Act of 1933. The proceeds from this offering, net of discount and offering costs, were \$441,481, resulting in an effective interest rate of 8.6%. The net proceeds, along with borrowings under the credit facility executed in December 2024, were used to refinance our previous senior secured term loan facility and revolving credit facility. Interest payments for these notes are due each March and September.

The indentures governing these notes include covenants that restrict our ability, and that of our restricted subsidiaries to undertake certain actions. These restrictions include limitations on incurring additional debt and liens, issuing redeemable and preferred stock, paying dividends and distributions, making loans and investments, and consolidating, merging, or selling all or substantially all of our assets.

Securitization facility – In March 2024, Deluxe Receivables LLC, a wholly-owned subsidiary, established a receivables financing agreement (the "Securitization Facility"). This agreement terminates in March 2027, unless extended per its terms. The maximum borrowing capacity under the Securitization Facility is \$80,000, subject to certain borrowing base adjustments. Under this agreement, we have sold and will continue to automatically sell certain accounts receivable to the subsidiary, which serve as collateral for borrowings under the facility and which totaled approximately \$154,000 as of September 30, 2025. The initial proceeds from these borrowings were used to prepay amounts due under our former secured term loan facility. Borrowings accrue interest at a commercial paper rate for borrowings funded by a conduit lender through the issuance of notes, and for other borrowings, at the Secured Overnight Financing Rate plus an applicable margin. A commitment fee is charged on the unused portion of the facility, and interest and fees are payable monthly. Amounts outstanding under the facility had an interest rate of 5.74% as of September 30, 2025 and 6.22% as of December 31, 2024.

The Securitization Facility is treated as a collateralized financing activity rather than a sale of assets. Consequently, the subsidiary is consolidated, and the receivable balances pledged as collateral are reported as accounts receivable on the consolidated balance sheets while the borrowings are classified as long-term debt. Cash receipts from the underlying receivables are reflected as operating cash flows on the consolidated statements of cash flows, and borrowings and repayments under the collateralized loans are reflected as financing cash flows.

NOTE 12: OTHER COMMITMENTS AND CONTINGENCIES

Indemnifications – In the normal course of business, we periodically enter into agreements that incorporate general indemnification language. These indemnification provisions generally encompass third-party claims arising from our products and services. This includes, but is not limited to, service failures, breaches of security, intellectual property rights, compliance with governmental regulations, and employment-related matters. Performance under these indemnities would generally be triggered by our breach of the terms of the contract.

When disposing of assets or businesses, we often provide representations, warranties, and indemnities to cover various risks. These risks may include unknown damage to the assets, environmental risks involved in the sale of real estate, liability to

investigate and remediate environmental contamination at waste disposal sites and manufacturing facilities, and unidentified tax liabilities and legal matters related to periods prior to disposition.

We do not have the ability to estimate the potential liability from such indemnities because they relate to unknown conditions. However, we do not believe that any liability under these indemnities would have a material adverse effect on our financial position, annual results of operations, or annual cash flows. We have recorded liabilities for known indemnifications related to environmental matters. These liabilities were not material as of September 30, 2025 or December 31, 2024.

Self-insurance – We are self-insured for certain costs, primarily workers' compensation claims and medical and dental benefits for active employees and those employees on long-term disability. The liabilities associated with these items represent our best estimate of the ultimate obligations for reported claims, as well as those incurred, but not reported. These liabilities totaled \$9,326 as of September 30, 2025 and \$8,200 as of December 31, 2024, and are included in accrued liabilities and other non-current liabilities on the consolidated balance sheets. Our workers' compensation liability is recorded at present value, and the difference between the discounted and undiscounted liability was not material as of September 30, 2025 or December 31, 2024.

Our self-insurance liabilities are estimated, in part, by considering historical claims experience, demographic factors, and other actuarial assumptions. The estimated accruals for these liabilities could be significantly affected if future events and claims differ from these assumptions and historical trends.

Litigation – The liabilities recorded for legal matters, along with the related charges recorded in each period, did not have a material impact on our financial position, results of operations, or liquidity during the periods presented. We do not anticipate that any of the currently identified claims or litigation will materially affect our financial position, results of operations, or liquidity upon resolution. However, it is important to note that litigation carries inherent uncertainties, and unfavorable rulings are possible. Should an unfavorable ruling occur, it could have a material adverse effect on our financial position, results of operations, or liquidity in the period of the ruling or in future periods.

NOTE 13: BUSINESS SEGMENT INFORMATION

We operate the following reportable segments, generally organized by product and service type:

- **Merchant Services** – provides electronic credit and debit card authorization and payment systems and processing services, primarily to small and medium-sized retail and service businesses.
- **B2B Payments** – provides treasury management solutions, including remittance and lockbox processing, remote deposit capture, cash application, and payment acceptance solutions, as well as integrated accounts payable disbursements, such as eChecks, Medical Payment Exchange, and Deluxe Payment Exchange+, as well as fraud and security services.
- **Data Solutions** – provides data, analytics, and marketing services for both business-to-business and business-to-consumer marketing, as well as financial institution profitability reporting and business incorporation services.
- **Print** – provides printed personal and business checks, business essentials, including printed business forms and business accessories, as well as branded promotional, print, apparel, and digital storefront solutions.

The accounting policies applied to our segments are consistent with those outlined in the Notes to Consolidated Financial Statements included in the 2024 Form 10-K. We allocate corporate costs for shared services functions to our business segments when the costs are directly attributable to a specific segment. This allocation includes certain expenses related to sales and marketing, supply chain, real estate, finance, information technology, and legal services. Costs that cannot be directly attributed to a specific business segment are reported under Corporate operations. These costs primarily include marketing, accounting, information technology, human resources, facilities, executive management, and the legal, tax, and treasury functions that support the overall corporate structure.

Our segments operate primarily within the U.S., with some activities in Canada. The revenue and long-lived assets associated with our foreign operations were not material to our consolidated financial statements for the periods covered by this report. No single customer contributed more than 10% of our consolidated revenue during the nine months ended September 30, 2025 and September 30, 2024.

Our Chief Executive Officer serves as our chief operating decision maker (CODM). In this role, he evaluates the performance of each segment and makes resource allocation decisions based on adjusted EBITDA. Adjusted EBITDA for each segment excludes depreciation and amortization expense, interest expense, income tax expense, and certain other amounts that

can vary from period to period. These amounts may include asset impairment charges, restructuring and integration expense, share-based compensation expense, certain legal and environmental expenses that fall outside the normal course of business, and gains or losses on the sale of businesses and long-lived assets.

The CODM uses adjusted EBITDA in both the annual planning and interim forecasting processes. On a monthly basis, the CODM reviews variances between actual results and plan, forecast, and prior year results, using this analysis to guide resource distribution and strategic adjustments. Additionally, the CODM compares segment adjusted EBITDA margins to those of competitors. This benchmarking is essential for evaluating the relative performance of our segments within the industry, ensuring that we remain competitive, and identifying areas for improvement. Furthermore, adjusted EBITDA plays a significant role in establishing employee performance-based compensation, aligning employee incentives with our financial goals. The CODM does not review segment asset information when making investment or operating decisions regarding our reportable segments.

The following is our segment information for the quarters and nine months ended September 30, 2025 and September 30, 2024:

(in thousands)	Quarter Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
Merchant Services:				
Revenue	\$ 98,000	\$ 93,531	\$ 297,173	\$ 288,536
Other segment items	(77,610)	(75,779)	(233,668)	(230,159)
Adjusted EBITDA	20,390	17,752	63,505	58,377
B2B Payments:				
Revenue	\$ 73,078	\$ 75,140	\$ 214,215	\$ 214,788
Other segment items	(56,257)	(59,876)	(168,457)	(172,251)
Adjusted EBITDA	16,821	15,264	45,758	42,537
Data Solutions:				
Revenue	\$ 89,224	\$ 61,065	\$ 234,280	\$ 178,169
Other segment items	(60,151)	(43,580)	(165,146)	(130,019)
Adjusted EBITDA	29,073	17,485	69,134	48,150
Print:				
Revenue	\$ 279,945	\$ 297,313	\$ 852,296	\$ 909,393
Other segment items	(186,399)	(199,906)	(577,565)	(627,167)
Adjusted EBITDA	93,546	97,407	274,731	282,226
Total reportable segments:				
Revenue	\$ 540,247	\$ 527,049	\$ 1,597,964	\$ 1,590,886
Other segment items	(380,417)	(379,141)	(1,144,836)	(1,159,596)
Adjusted EBITDA	159,830	147,908	453,128	431,290
All other: ⁽¹⁾				
Revenue	\$ —	\$ 1,395	\$ 16	\$ 10,329
Other segment items	—	(947)	(52)	(4,657)
Adjusted EBITDA	—	448	(36)	5,672
Total:				
Revenue	\$ 540,247	\$ 528,444	\$ 1,597,980	\$ 1,601,215
Other segment items	(380,417)	(380,088)	(1,144,888)	(1,164,253)
Adjusted EBITDA	159,830	148,356	453,092	436,962

⁽¹⁾ Includes the payroll and human resources services business, which we substantially exited during 2024 (Note 6).

The CODM does not review segment expense information. Instead, he receives commentary that discusses variances between planned, forecasted, or prior year adjusted EBITDA amounts. This commentary may include discussion of relevant expense categories, which can vary from period to period based on the drivers of the variances. Additionally, the CODM reviews

consolidated expense information as presented in our consolidated financial statements, as well as consolidated expenses for our various shared services support functions.

For all our segments, other segment items primarily consist of cost of revenue, selling expenses, and allocated costs of our shared services functions, including information technology, real estate, and finance costs. For our digital businesses, which include Merchant Services, B2B Payments, and Data Solutions, cost of revenue includes information technology costs, payroll and related expenses, and related overhead. For the Print segment, cost of revenue includes raw materials used to manufacture products, shipping and handling costs, third-party costs for outsourced products, payroll and related expenses, information technology costs, and related overhead. Selling expenses for all segments include costs associated with our sales organization and certain marketing and advertising expenses. They also encompass the costs of our call center operations for the Merchant Services, B2B Payments, and Print segments, as well as external commissions for the B2B Payments and Print segments.

The following table presents the reconciliation of total segment adjusted EBITDA to consolidated income before income taxes:

(in thousands)	Quarter Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
Total segment adjusted EBITDA	\$ 159,830	\$ 148,356	\$ 453,092	\$ 436,962
Corporate operations	(40,943)	(43,454)	(127,573)	(128,217)
Depreciation and amortization expense	(32,252)	(44,277)	(101,008)	(127,716)
Interest expense	(30,529)	(29,905)	(92,739)	(90,910)
Net income attributable to non-controlling interest	37	38	109	103
Asset impairment charge	—	(6,700)	—	(6,700)
Restructuring and integration expense	(2,934)	(11,265)	(15,590)	(37,031)
Share-based compensation expense	(5,960)	(4,842)	(17,591)	(14,972)
Certain legal and environmental (expense) benefit	(38)	350	(550)	50
Gain on sale of businesses and long-lived assets	—	5,208	—	29,190
Income before income taxes	\$ 47,211	\$ 13,509	\$ 98,150	\$ 60,759

The following tables present revenue disaggregated by our product and service offerings:

(in thousands)	Quarter Ended September 30, 2025					
	Merchant Services	B2B Payments	Data Solutions	Print	All Other	Consolidated
Checks	\$ —	\$ —	\$ —	\$ 173,053	\$ —	\$ 173,053
Merchant services	98,000	—	—	—	—	98,000
Data-driven marketing	—	—	84,656	—	—	84,656
Treasury management solutions	—	56,124	—	—	—	56,124
Forms and other business products	—	—	—	54,586	—	54,586
Promotional solutions	—	—	—	52,306	—	52,306
Other payment solutions	—	16,954	—	—	—	16,954
Other web-based solutions	—	—	4,568	—	—	4,568
Total revenue	\$ 98,000	\$ 73,078	\$ 89,224	\$ 279,945	\$ —	\$ 540,247

	Quarter Ended September 30, 2024					
(in thousands)	Merchant Services	B2B Payments	Data Solutions	Print	All other	Consolidated
Checks	\$ —	\$ —	\$ —	\$ 176,827	\$ —	\$ 176,827
Merchant services	93,531	—	—	—	—	93,531
Data-driven marketing	—	—	56,520	—	—	56,520
Treasury management solutions	—	58,574	—	—	—	58,574
Forms and other business products	—	—	—	59,222	—	59,222
Promotional solutions	—	—	—	61,264	—	61,264
Other payment solutions	—	16,566	—	—	—	16,566
Other web-based solutions	—	—	4,545	—	—	4,545
Other	—	—	—	—	1,395	1,395
Total revenue	\$ 93,531	\$ 75,140	\$ 61,065	\$ 297,313	\$ 1,395	\$ 528,444

	Nine Months Ended September 30, 2025					
(in thousands)	Merchant Services	B2B Payments	Data Solutions	Print	All Other	Consolidated
Checks	\$ —	\$ —	\$ —	\$ 521,936	\$ —	\$ 521,936
Merchant services	297,173	—	—	—	—	297,173
Data-driven marketing	—	—	219,637	—	—	219,637
Forms and other business products	—	—	—	169,294	—	169,294
Treasury management solutions	—	164,921	—	—	—	164,921
Promotional solutions	—	—	—	161,066	—	161,066
Other payment solutions	—	49,294	—	—	—	49,294
Other web-based solutions	—	—	14,643	—	—	14,643
Other	—	—	—	—	16	16
Total revenue	\$ 297,173	\$ 214,215	\$ 234,280	\$ 852,296	\$ 16	\$ 1,597,980

	Nine Months Ended September 30, 2024					
(in thousands)	Merchant Services	B2B Payments	Data Solutions	Print	All Other	Consolidated
Checks	\$ —	\$ —	\$ —	\$ 534,672	\$ —	\$ 534,672
Merchant services	288,536	—	—	—	—	288,536
Data-driven marketing	—	—	163,339	—	—	163,339
Forms and other business products	—	—	—	181,378	—	181,378
Treasury management solutions	—	169,000	—	—	—	169,000
Promotional solutions	—	—	—	193,343	—	193,343
Other payment solutions	—	45,788	—	—	—	45,788
Other web-based solutions	—	—	14,830	—	—	14,830
Other	—	—	—	—	10,329	10,329
Total revenue	\$ 288,536	\$ 214,788	\$ 178,169	\$ 909,393	\$ 10,329	\$ 1,601,215

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Management's Discussion and Analysis of Financial Condition and Results of Operations ("MD&A") includes the following sections:

- [Executive Overview](#) that discusses what we do and our operating results at a high level;
- [Consolidated Results of Operations, Restructuring and Integration Expense, and Segment Results](#) that includes a more detailed discussion of our revenue and expenses;
- [Cash Flows and Liquidity and Capital Resources](#) that discusses key aspects of our cash flows, financial commitments, capital structure, and financial position; and
- [Critical Accounting Estimates](#) that discusses the estimates that involve a significant level of judgment and uncertainty and have had or are reasonably likely to have a material impact on our financial condition or results of operations.

Please be aware that this MD&A discussion contains forward-looking statements that involve risks and uncertainties. Part I, Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2024 (the "2024 Form 10-K") details known material risks and important information to consider when evaluating our forward-looking statements and is incorporated into this Item 2 of this report on Form 10-Q as if fully stated herein. The Private Securities Litigation Reform Act of 1995 (the "Reform Act") provides a "safe harbor" for forward-looking statements to encourage companies to provide prospective information. When we use terms such as "should result," "believe," "intend," "plan," "are expected to," "targeted," "will continue," "will approximate," "is anticipated," "estimate," "project," "outlook," "forecast," or similar expressions in this Quarterly Report on Form 10-Q, in future filings with the Securities and Exchange Commission, in our press releases, investor presentations, and in oral statements made by our representatives, these indicate forward-looking statements within the meaning of the Reform Act.

This MD&A includes financial information prepared in accordance with accounting principles generally accepted in the U.S. ("GAAP"). Additionally, we discuss non-GAAP financial measures such as free cash flow, net debt, adjusted diluted earnings per share (EPS), consolidated adjusted earnings before interest, taxes, depreciation, and amortization (EBITDA) and consolidated adjusted EBITDA margin. We believe that these non-GAAP financial measures, when reviewed alongside GAAP financial measures, can provide valuable insight for investors analyzing our current period operating performance and assessing our future operating performance. Consequently, our internal management reporting also includes these financial measures, which should be considered in addition to, and not as superior to or as a substitute for, GAAP financial measures. We strongly encourage investors and shareholders to review our financial statements and publicly-filed reports in their entirety and not to rely solely on any single financial measure. Our non-GAAP financial measures may not be comparable to similarly titled measures used by other companies and therefore, may not facilitate useful comparisons. The reconciliations of our non-GAAP financial measures to the most directly comparable GAAP financial measures can be found in the *Consolidated Results of Operations* section.

EXECUTIVE OVERVIEW

We help businesses strengthen their customer relationships through trusted, technology-enabled solutions that facilitate payments, drive growth, and enhance operational efficiency. Our comprehensive suite of solutions includes merchant services, marketing and data analytics, treasury management solutions, and promotional products, along with customized checks and business forms. We support small and medium-sized businesses, financial institutions, and some of the world's largest consumer brands. We also provide checks and accessories directly to consumers. Our reach, scale, and distribution channels position us to be a trusted business partner, providing the tools and support our customers need to succeed.

Our Strategy

A detailed discussion of our strategy can be found in Part I, Item 1 of the 2024 Form 10-K. With the completion of our infrastructure modernization and the divestiture of non-strategic businesses, our current focus is on growth investments aimed at driving scale and accelerating profit growth at a rate that exceeds revenue growth. Our operations continue to benefit from our disciplined pricing actions and comprehensive cost management practices. In 2023, we launched our North Star program with the objective of enhancing shareholder value by (1) accelerating our adjusted EBITDA growth, (2) increasing cash flow, (3) reducing debt, and (4) improving our leverage ratio.

The positive impact of the North Star initiatives is evident in the increases in adjusted EBITDA and adjusted EBITDA margin for the third quarter and first nine months of 2025, compared to the same periods in 2024. A significant contributor to the improvement was the reduction in selling, general and administrative (SG&A) expense, which decreased by 6.8% in the third quarter of 2025 and by 6.3% in the first nine months of 2025, compared to the same periods in 2024. Also, within our Print segment, our continued focus on driving efficiencies contributed to an improvement in adjusted EBITDA margin for both the third

quarter and first nine months of 2025 as compared to the same periods in 2024, despite the revenue pressures facing this business. Free cash flow increased \$32 million in the first nine months of 2025, as compared to the first nine months of 2024, and we reduced net debt by \$45 million from the previous year end. These achievements underscore our commitment to enhancing financial performance and shareholder value through strategic initiatives and disciplined operational practices.

Additionally, on August 6, 2025, we acquired certain assets of JPMorgan Chase Bank's CheckMatch electronic check conveyance service business for cash payments totaling \$25 million, approximately half of which was paid at closing and the remainder to be paid in the first quarter of 2026. The acquisition is expected to enhance our market position and extend the scale of our B2B Payments segment.

2025 Financial Results

Highlights of our financial results for the first nine months of 2025 compared to the first nine months of 2024 include:

- **Consolidated revenue** – Decreased by \$3 million to \$1.60 billion, including a decrease of \$10 million attributable to business exits. Excluding the impact of the business exits, consolidated revenue would have shown an increase, mainly due to growth in our data-driven marketing and merchant services businesses. This growth was partially offset by weaker demand for certain of our promotional products, as well as the continuing secular decline in order volumes for checks, business forms, and various business accessories.
- **Net income** – Increased by \$30 million to \$70 million, reflecting the impact of our pricing strategies and cost management initiatives. The increase also reflects a reduction in amortization expense, which resulted from accelerated amortization associated with business exits and a trade name intangible asset in 2024, as well as lower acquisition-related amortization in 2025. Restructuring and integration expense also declined, and our data-driven marketing business experienced year-over-year growth, further contributing to the improvement.

These positive factors were partially offset by softer demand for certain promotional products and the continuing secular declines in the Print segment, as well as inflationary pressures impacting material and delivery costs. The loss of earnings from exited businesses also negatively affected net income. Additionally, during the first nine months of 2024, we recognized a \$29 million gain from the sale of businesses and long-lived assets and a related asset impairment charge of \$7 million, both of which did not recur in 2025.

- **Adjusted EBITDA** – Increased \$17 million to \$326 million, including the impact of business exits, which drove a \$6 million decrease year-over-year. The increase was primarily driven by the benefits of our pricing strategies and cost management initiatives, as well as the year-over-year growth in data-driven marketing. These positive impacts were partially offset by softer demand for certain promotional products and the continuing secular declines in the Print segment, as well as inflationary pressures on our cost structure.

Adjusted EBITDA margin increased to 20.4% for the first nine months of 2025, compared to 19.3% for the first nine months of 2024, including the impact of business exits, which drove a 0.2 point year-over-year decline. The increase in adjusted EBITDA margin was primarily driven by our pricing and cost management actions, partially offset by the impact of inflationary pressures. A reconciliation of net income to adjusted EBITDA can be found in the *Consolidated Results of Operations* section.

- **Net cash provided by operating activities** – Increased by \$34 million to \$169 million. Key contributors included the positive impacts of our pricing and cost management actions, reduced payouts for performance-based employee bonuses, and lower expenditures associated with restructuring and integration activities. Additional contributions came from growth in our data-driven marketing business and positive changes in working capital, particularly within other current assets and prepaid expenses. These positive impacts were partially offset by softer demand for certain promotional products, the continuing secular declines in the Print segment, variations in the timing of accounts payable settlements, inflationary pressures on our cost structure, and the impact of business exits.
- **Free cash flow** – Increased by \$32 million to \$96 million, driven by the same factors impacting net cash provided by operating activities. We continue to reinvest the free cash flow generated by our Print business into our other businesses. Free cash flow is defined as net cash provided by operating activities less purchases of capital assets.

A reconciliation of free cash flow to its comparable GAAP financial measure can be found in the *Consolidated Results of Operations* section.

Recent Market Conditions

We continually monitor the interest rate environment and its effect on our outstanding debt. As of September 30, 2025, 63% of our debt carried a weighted-average fixed interest rate of 8.1%, providing us with some protection against potential future interest rate increases.

In addition to interest rate considerations, we closely monitor the impact of inflation on our cost structure, including labor, delivery, and material costs. In response to inflationary pressures, we have implemented targeted price increases, particularly within our Print and Merchant Services segments. Additionally, ongoing global unrest and uncertainties related to trade policies, treaties, and tariffs could disrupt the global supply chain and lead to increased costs. To mitigate these risks, we actively monitor our supply chain to prevent delays or disruptions and to effectively leverage our purchasing power. The severity and duration of inflation remains difficult to predict and could continue to impact our business, financial position, and results of operations.

We also monitor trends in small business sentiment and consumer discretionary spending. We analyze various data sources, including information from credit card brands, the Federal Reserve, other economic forecast providers, and our proprietary data. These trends significantly influence multiple areas of our portfolio, particularly our Merchant Services and Print segments. Recent data suggests some erosion in consumer confidence, raising concerns about the broader economic landscape. During the first nine months of 2025, the weaker demand that emerged late last year continued, especially in more discretionary categories such as our promotional merchandise. We also monitor various factors that could affect our customers' purchasing power, such as potential global trade disruptions and geopolitical events. These factors could lead to a downturn in the global economy, which may negatively impact our financial performance.

Liquidity

As of September 30, 2025, we held cash and cash equivalents of \$26 million, along with an additional \$393 million available for borrowing under our revolving credit facility. We anticipate that capital expenditures will be between \$90 and \$100 million for the full year, compared to \$94 million in 2024, as we continue to build scale across our product categories and invest in innovation. Our capital allocation priorities remain focused on responsible growth investments, debt reduction, and returning capital to shareholders through dividends. We expect to maintain our regular quarterly dividend payments. However, dividends are subject to approval by our board of directors each quarter and, therefore, may change.

We believe that net cash generated by operations, combined with cash and cash equivalents on hand and the availability under our credit facility, will be sufficient to support our operations over the next 12 months. This includes meeting our contractual obligations, debt service requirements, and addressing our long-term capital needs. Information regarding our longer term capital requirements can be found in the *Cash Flows and Liquidity* and *Capital Resources* sections. As of September 30, 2025, we were in compliance with our debt covenants.

CONSOLIDATED RESULTS OF OPERATIONS

Revenue

(in thousands)	Quarter Ended September 30,			Nine Months Ended September 30,		
	2025	2024	Change	2025	2024	Change
Total revenue	\$ 540,247	\$ 528,444	2.2%	\$ 1,597,980	\$ 1,601,215	(0.2%)

In the third quarter of 2025, total revenue increased compared to the third quarter of 2024, driven by strong demand for our data-driven marketing services, especially among financial institutions, which contributed a \$28 million increase in revenue. Additionally, strategic price increases implemented in response to inflation, particularly within our Print and Merchant Services segments, also supported revenue growth. These positive impacts were partially offset by weaker demand for some of our promotional products and the ongoing secular decline in order volumes for checks, business forms, and various business accessories. The impact of business exits resulted in a \$1 million year-over-year reduction in revenue for the third quarter.

In the first nine months of 2025, total revenue declined compared to the first nine months of 2024, including the impact of business exits, which drove a \$10 million reduction. Excluding the impact of the business exits, consolidated revenue would have shown an increase, mainly due to strong demand for our data-driven marketing services, especially among financial institutions, which contributed a \$56 million year-over-year improvement for the first nine months of the year. Additionally, strategic price

increases implemented in response to inflation, particularly within our Print and Merchant Services segments contributed to the increase. Partially offsetting these factors were weaker demand for some of our promotional products and the ongoing secular decline in order volumes for checks, business forms, and various business accessories.

We do not manage our business based on product versus service revenue. Instead, we analyze our revenue based on the product and service offerings shown under the caption "Note 13: Business Segment Information" in the Condensed Notes to Unaudited Consolidated Financial Statements located in Part I, Item 1 of this report. Our revenue mix by business segment was as follows:

	Quarter Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
Merchant Services	18.2%	17.7%	18.6%	18.0%
B2B Payments	13.5%	14.2%	13.4%	13.4%
Data Solutions	16.5%	11.5%	14.7%	11.1%
Print	51.8%	56.3%	53.3%	56.8%
All other	—	0.3%	—	0.7%
Total revenue	100.0%	100.0%	100.0%	100.0%

Cost of Revenue

(in thousands)	Quarter Ended September 30,			Nine Months Ended September 30,		
	2025	2024	Change	2025	2024	Change
Total cost of revenue	\$ 249,138	\$ 246,577	1.0%	\$ 746,560	\$ 747,020	(0.1%)
Total cost of revenue as a percentage of total revenue	46.1%	46.7%	(0.6) pts.	46.7%	46.7%	—

Cost of revenue primarily consists of raw materials for product manufacturing, shipping and handling costs, third-party costs for outsourced products and services, payroll and related expenses, information technology costs, depreciation and amortization of assets used in production and in support of digital service offerings, residuals paid to independent sales organizations (ISOs), and related overhead.

In the third quarter of 2025, total cost of revenue increased compared to the third quarter of 2024, and for first nine months of the year, total cost of revenue was virtually flat compared to the prior year. The same factors impacted the results for each period. Costs increased as a result of the revenue growth in data-driven marketing, as well as inflationary pressures affecting materials and delivery costs. These increases in total cost of revenue were offset by the soft demand for certain promotional products and the ongoing secular decline in checks, business forms, and various business accessories in our Print segment. Additionally, our cost management initiatives contributed to lower cost of revenue, including volume-based rebates in our Data Solutions segment. The impact of business exits reduced costs by approximately \$2 million in the third quarter and \$10 million in the first nine months of the year, including the impact of accelerated amortization expense in 2024.

Total cost of revenue as a percentage of total revenue for each period benefited from our pricing and cost management actions and the prior year's accelerated amortization expense. Offsetting these positive factors were the inflationary impacts on our cost structure and a shift in revenue mix toward our lower-margin growth businesses.

Selling, General and Administrative (SG&A) Expense

(in thousands)	Quarter Ended September 30,			Nine Months Ended September 30,		
	2025	2024	Change	2025	2024	Change
SG&A expense	\$ 212,364	\$ 227,764	(6.8%)	\$ 652,102	\$ 695,677	(6.3%)
SG&A expense as a percentage of total revenue	39.3%	43.1%	(3.8) pts.	40.8%	43.4%	(2.6) pts.

In the third quarter and first nine months of 2025, SG&A expense decreased compared to the same periods in 2024. This decrease was largely driven by various cost management actions, including workforce adjustments across functional areas and

the optimization of our marketing and sourcing strategies. Additionally, there was a reduction in amortization expense, stemming from accelerated amortization in 2024 related to a trade name intangible asset, as well as lower acquisition-related amortization expense in 2025. Bad debt expense decreased \$2 million in the third quarter and \$7 million in the first nine months of the year, primarily within our Print segment, and commission expense declined due to reduced Print revenue volumes. For the first nine months of 2025, these reductions in SG&A expense were partially offset by an increase in medical costs within our Corporate operations, which is attributed to higher-cost claims that are expected to occur periodically as part of our self-insurance program.

SG&A expense as a percentage of total revenue decreased for the third quarter and first nine months of 2025 compared to the same periods in 2024, driven by our cost management actions and the reductions in amortization and bad debt expense. For the first nine months of 2025, these impacts more than compensated for the rise in medical costs.

Restructuring and Integration Expense

(in thousands)	Quarter Ended September 30,			Nine Months Ended September 30,		
	2025	2024	Change	2025	2024	Change
Restructuring and integration expense	\$ 2,910	\$ 11,031	(73.6%)	\$ 14,625	\$ 35,899	(59.3%)

We are actively pursuing initiatives aimed at aligning our business with our growth strategy and enhancing operational efficiency. As we implement these initiatives, the amount of restructuring and integration expense is expected to fluctuate from period to period. Further information regarding these costs can be found in the *Restructuring and Integration Expense* section.

Asset Impairment Charge

(in thousands)	Quarter Ended September 30,			Nine Months Ended September 30,		
	2025	2024	Change	2025	2024	Change
Asset impairment charge	\$ —	\$ 6,700	(100.0%)	\$ —	\$ 6,700	(100.0%)

During the quarter ended September 30, 2024, we recorded a goodwill impairment charge related to the exit from our U.S. and Canadian payroll and human resources services businesses. Further information can be found under the caption "Note 6: Acquisition and Divestitures" in the Condensed Notes to Unaudited Consolidated Financial Statements located in Part 1, Item 1 of this report.

Gain on Sale of Businesses and Long-Lived Assets

(in thousands)	Quarter Ended September 30,			Nine Months Ended September 30,		
	2025	2024	Change	2025	2024	Change
Gain on sale of businesses and long-lived assets	\$ —	\$ 5,208	(100.0%)	\$ —	\$ 29,190	(100.0%)

In 2024, the income recognized was primarily associated with our strategic exit from the payroll and human resources services business, a process that we substantially completed during 2024. Further information can be found under the caption "Note 6: Acquisition and Divestitures" in the Condensed Notes to Unaudited Consolidated Financial Statements located in Part 1, Item 1 of this report.

Interest Expense

(in thousands)	Quarter Ended September 30,			Nine Months Ended September 30,		
	2025	2024	Change	2025	2024	Change
Interest expense	\$ 30,529	\$ 29,905	2.1%	\$ 92,739	\$ 90,910	2.0%
Weighted-average debt outstanding	1,498,506	1,572,201	(4.7%)	1,525,802	1,588,327	(3.9%)
Weighted-average interest rate	7.6%	7.1%	0.5 pts.	7.6%	7.1%	0.5 pts.

In the third quarter and first nine months of 2025, interest expense increased compared to the same periods in 2024. This increase was primarily due to the impact of higher interest rates, which outweighed the benefit of a reduction in our average debt

outstanding. Based on the amount of variable-rate debt outstanding as of September 30, 2025, a one percentage point change in the weighted-average interest rate would result in a \$1 million impact on interest expense for the fourth quarter of 2025.

Income Tax Provision

(in thousands)	Quarter Ended September 30,			Nine Months Ended September 30,		
	2025	2024	Change	2025	2024	Change
Income tax provision	\$ 13,445	\$ 4,540	196.1%	\$ 27,915	\$ 20,463	36.4%
Effective income tax rate	28.5%	33.6%	(5.1) pts.	28.4%	33.7%	(5.3) pts.

In the third quarter and first nine months of 2025, our effective income tax rate decreased compared to the same periods in 2024. The 2025 rate benefited from lower tax impacts for our foreign operations, share-based compensation, and non-deductible compensation. These benefits were partially offset by an increase in our effective state income tax rate. Further information regarding our income tax provision can be found under the caption "Note 9: Income Tax Provision" in the Condensed Notes to Unaudited Consolidated Financial Statements located in Part I, Item 1 of this report.

Net Income, Diluted EPS, and Adjusted Diluted EPS

(in thousands, except per share amounts)	Quarter Ended September 30,			Nine Months Ended September 30,		
	2025	2024	Change	2025	2024	Change
Net income	\$ 33,766	\$ 8,969	276.5%	\$ 70,235	\$ 40,296	74.3%
Diluted EPS	0.74	0.20	270.0%	1.54	0.90	71.1%
Adjusted diluted EPS	1.09	0.84	29.8%	2.71	2.46	10.2%

In the third quarter and first nine months of 2025, net income and diluted EPS increased compared to the same periods in 2024, reflecting the factors noted above. Adjusted diluted EPS in the third quarter and first nine months of 2025 increased year-over-year, primarily due to the benefits of our pricing and cost management actions, growth in our data-driven marketing business, and a reduction in bad debt expense. These positive impacts were partially offset by the soft demand for certain promotional products and the ongoing secular declines in the Print segment, inflationary pressures on our cost structure, and increased medical costs for the nine-month period. Additionally, for the first nine months of 2025, the impact of business exits drove a \$0.04 per share decrease year-over-year. A reconciliation of net income to adjusted net income, as used in the calculation of adjusted diluted EPS, can be found in the following section.

Reconciliation of Non-GAAP Financial Measures

Free cash flow – We define free cash flow as net cash provided by operating activities minus purchases of capital assets. We consider free cash flow to be an important indicator of cash available for servicing debt and for shareholders, after making necessary capital investments to maintain or expand our asset base. One limitation of using the free cash flow measure is that not all of our free cash flow is available for discretionary spending. We may have mandatory debt payments and other cash requirements that must be deducted from our available cash. Despite this limitation, we believe that the measure of free cash flow offers an additional metric to consistently compare cash generated by operations. It also provides insight into the cash flow available to fund various items such as dividends, mandatory and discretionary debt reduction, acquisitions or other strategic investments, and share repurchases.

Net cash provided by operating activities reconciles to free cash flow as follows:

(in thousands)	Nine Months Ended September 30,	
	2025	2024
Net cash provided by operating activities	\$ 168,521	\$ 134,122
Purchases of capital assets	(72,556)	(69,777)
Free cash flow	\$ 95,965	\$ 64,345

Net debt – Net debt is calculated by subtracting cash and cash equivalents from total debt. One limitation associated with using net debt is that by subtracting cash and cash equivalents, it may imply that management intends to use these funds to reduce outstanding debt. Additionally, net debt can suggest that our debt obligations are lower than what the most comparable GAAP measure indicates. Despite these limitations, management believes that net debt is a valuable metric for assessing our financial leverage and overall balance sheet health. It provides a measure of our debt burden by considering the funds available to offset our debt obligations.

Total debt reconciles to net debt as follows:

(in thousands)		September 30, 2025	December 31, 2024
Total debt		\$ 1,449,785	\$ 1,503,151
Cash and cash equivalents		(25,803)	(34,399)
Net debt		<u>\$ 1,423,982</u>	<u>\$ 1,468,752</u>

Adjusted EBITDA and adjusted EBITDA margin – We believe that adjusted EBITDA and adjusted EBITDA margin are useful metrics for evaluating our operating performance. These measures eliminate the effect of interest expense, income taxes, the accounting effects of capital investments (i.e., depreciation and amortization), and certain other items that may vary for reasons unrelated to current period operating performance. Management uses these measures to assess the operating results and performance of the business, perform analytical comparisons, and identify strategies to improve performance. Additionally, we believe that an increasing adjusted EBITDA and adjusted EBITDA margin indicate an increase in the company's value. It is important to note that we do not consider adjusted EBITDA to be a measure of cash flow, as it does not account for certain cash requirements such as interest, income taxes, debt service payments, or capital investments.

Net income reconciles to adjusted EBITDA and adjusted EBITDA margin as follows:

(in thousands)	Quarter Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
Net income	\$ 33,766	\$ 8,969	\$ 70,235	\$ 40,296
Net income attributable to non-controlling interest	(37)	(38)	(109)	(103)
Depreciation and amortization expense	32,252	44,277	101,008	127,716
Interest expense	30,529	29,905	92,739	90,910
Income tax provision	13,445	4,540	27,915	20,463
Restructuring and integration expense	2,934	11,265	15,590	37,031
Share-based compensation expense	5,960	4,842	17,591	14,972
Certain legal and environmental expense (benefit)	38	(350)	550	(50)
Asset impairment charge	—	6,700	—	6,700
Gain on sale of businesses and long-lived assets	—	(5,208)	—	(29,190)
Adjusted EBITDA	<u>\$ 118,887</u>	<u>\$ 104,902</u>	<u>\$ 325,519</u>	<u>\$ 308,745</u>
Adjusted EBITDA as a percentage of total revenue (adjusted EBITDA margin)	<u>22.0%</u>	<u>19.9%</u>	<u>20.4%</u>	<u>19.3%</u>

Adjusted diluted EPS – We believe that adjusted diluted EPS is a valuable metric for providing comparable information that assists in analyzing our current period operating performance and assessing our future operating performance. By excluding the impact of non-cash items or items that we believe are not indicative of current period operating performance, adjusted diluted EPS offers a useful view of our underlying business performance. Adjusted diluted EPS is one of the key financial performance metrics we use to evaluate the operating results and performance of the business, and it helps us identify strategies to improve performance. While it is reasonable to expect that one or more of the excluded items will occur in future periods, the amounts recognized may vary significantly.

Diluted EPS reconciles to adjusted diluted EPS as follows:

	Quarter Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
<i>(in thousands, except per share amounts)</i>				
Net income	\$ 33,766	\$ 8,969	\$ 70,235	\$ 40,296
Net income attributable to non-controlling interest	(37)	(38)	(109)	(103)
Net income attributable to Deluxe	33,729	8,931	70,126	40,193
Acquisition amortization	10,581	13,475	33,795	42,251
Accelerated amortization	—	6,851	—	16,740
Restructuring and integration expense	2,934	11,265	15,590	37,031
Share-based compensation expense	5,960	4,842	17,591	14,972
Certain legal and environmental expense (benefit)	38	(350)	550	(50)
Asset impairment charge	—	6,700	—	6,700
Gain on sale of businesses and long-lived assets	—	(5,208)	—	(29,190)
Adjustments, pretax	19,513	37,575	67,526	88,454
Income tax provision impact of pretax adjustments ⁽¹⁾	(3,636)	(9,001)	(14,544)	(18,845)
Adjustments, net of tax	15,877	28,574	52,982	69,609
Adjusted net income attributable to Deluxe	49,606	37,505	123,108	109,802
Income allocated to participating securities	—	(8)	—	(8)
Re-measurement of share-based awards classified as liabilities	—	(8)	(69)	(47)
Adjusted income attributable to Deluxe available to common shareholders	\$ 49,606	\$ 37,489	\$ 123,039	\$ 109,747
Adjusted weighted average shares and potential common shares outstanding ⁽²⁾	45,596	44,806	45,357	44,667
GAAP diluted EPS	\$ 0.74	\$ 0.20	\$ 1.54	\$ 0.90
Adjustments, net of tax	0.35	0.64	1.17	1.56
Adjusted diluted EPS	\$ 1.09	\$ 0.84	\$ 2.71	\$ 2.46

⁽¹⁾ The tax effect of the pretax adjustments takes into account the tax treatment and related tax rate(s) applicable to each adjustment in the relevant tax jurisdiction(s). Generally, this results in a tax impact that approximates the U.S. effective tax rate for each adjustment. However, the tax impact of certain adjustments, such as share-based compensation expense and gains on sales of businesses, depends on whether the amounts are deductible in the respective tax jurisdictions and the applicable effective tax rate(s) in those jurisdictions.

⁽²⁾ The total of weighted-average shares and potential common shares outstanding used in the calculation of adjusted diluted EPS may differ from the GAAP calculation due to differences in the amount of dilutive securities in each calculation.

RESTRUCTURING AND INTEGRATION EXPENSE

Restructuring and integration expense consists of costs related to initiatives aimed at driving earnings and cash flow growth, including costs related to the consolidation and migration of certain applications and processes. These costs consist primarily of consulting, project management services, internal labor, and other items such as facility closure and consolidation costs. Additionally, we have recorded employee severance costs across functional areas.

We are currently pursuing initiatives designed to support our growth strategy and to increase our efficiency, including several initiatives that we collectively refer to as our North Star program. The goal of this program is to enhance shareholder value by (1) accelerating our adjusted EBITDA growth, (2) increasing cash flow, (3) reducing debt, and (4) improving our leverage ratio. North Star is a comprehensive, multi-year plan that balances cost reduction and growth opportunities. On the cost reduction front, we concentrated on optimizing our organizational framework and enhancing our infrastructure and operational processes. The major components of our organizational restructuring have been completed, involving the integration of comparable roles, flattening management layers, and broadening supervisory responsibilities. We are also leveraging technology and automated processes to digitize and improve the efficiency of our operations. Additionally, we are expanding our operational capacity by centralizing back-office activities and utilizing talent from the global workforce. On the revenue growth front, our

priorities include developing an integrated software channel in Merchant Services, expanding our Data Solutions business to cater to more industry verticals, and enhancing our marketing and sales capabilities. The positive impact of the North Star initiatives is evident in our results of operations. For example, SG&A expense decreased 6.3% for the first nine months of 2025 compared to the first nine months of 2024, and free cash flow increased \$32 million for the same period. Also, within our Print segment, our continued focus on driving efficiencies contributed to an improvement in adjusted EBITDA margin for both the third quarter and first nine months of 2025 as compared the same periods in 2024, despite the revenue pressures facing this business. Further information regarding restructuring and integration expense can be found under the caption "Note 8: Restructuring and Integration Expense" in the Condensed Notes to Unaudited Consolidated Financial Statements located in Part I, Item 1 of this report.

All investments under the North Star program are required to meet our internal hurdle rate and provide a higher return compared to other uses of capital, such as debt repayment. The North Star program aims to achieve a \$100 million run-rate improvement in free cash flow and an \$80 million run-rate improvement in adjusted EBITDA by 2026. Through September 30, 2025, we incurred related restructuring and integration expense of approximately \$110 million, and we expect to incur approximately \$5 million of additional North Star restructuring and integration expense in the fourth quarter of 2025. These charges included professional services fees, employee severance, and other restructuring-related costs.

The majority of the employee reductions included in our restructuring and integration accruals as of September 30, 2025, along with the related severance payments, are expected to be completed by mid-2026. As a result of these employee reductions, we expect to realize annual cost savings of approximately \$6 million in cost of sales and \$14 million in SG&A expense in 2025, in comparison to our 2024 results of operations. Note that these savings do not reflect all of our cost saving actions and they may be offset by increased labor and other costs, including inflationary impacts and investments in the business.

SEGMENT RESULTS

We operate four reportable business segments: Merchant Services, B2B Payments, Data Solutions, and Print. Our segments are generally organized by product and service type and reflect the way we manage the business. The financial information presented below is consistent with that presented under the caption "Note 13: Business Segment Information" in the Condensed Notes to Unaudited Consolidated Financial Statements located in Part 1, Item 1 of this report, where information regarding revenue from our various product and service offerings can also be found.

Merchant Services

Results for our Merchant Services segment were as follows:

(in thousands)	Quarter Ended September 30,			Nine Months Ended September 30,		
	2025	2024	Change	2025	2024	Change
Total revenue	\$ 98,000	\$ 93,531	4.8%	\$ 297,173	\$ 288,536	3.0%
Adjusted EBITDA	20,390	17,752	14.9%	63,505	58,377	8.8%
Adjusted EBITDA margin	20.8%	19.0%	1.8 pts.	21.4%	20.2%	1.2 pts.

Total revenue for the third quarter and first nine months of 2025 increased compared to the same periods in 2024, due to the positive impact of modest pricing actions implemented in response to inflation. Additionally, there was volume growth for government clients and within the banking channel. These gains were partially offset by pressure on processing volumes driven by the uncertain domestic economic outlook and the resulting pressure on discretionary spending.

Adjusted EBITDA and adjusted EBITDA margin for the third quarter and first nine months of 2025 increased compared to the same periods in 2024, as price increases and cost management actions more than offset the impact of changes in channel mix. While our portfolio remains well-positioned, encompassing a diversified range of both traditional discretionary and less discretionary spending categories, we continue to monitor consumer spending trends, as these trends may impact our volumes going forward.

B2B Payments

Results for our B2B Payments segment were as follows:

(in thousands)	Quarter Ended September 30,			Nine Months Ended September 30,		
	2025	2024	Change	2025	2024	Change
Total revenue	\$ 73,078	\$ 75,140	(2.7%)	\$ 214,215	\$ 214,788	(0.3%)
Adjusted EBITDA	16,821	15,264	10.2%	45,758	42,537	7.6%
Adjusted EBITDA margin	23.0%	20.3%	2.7 pts.	21.4%	19.8%	1.6 pts.

Total revenue for the third quarter and first nine months of 2025 decreased compared to the same periods in 2024, driven by pressure on lockbox and receivables processing volumes, as well as lower software license revenue. These impacts were partially offset by the onboarding of new clients and a modest price increase to counteract inflation.

Adjusted EBITDA and adjusted EBITDA margin for the third quarter and first nine months of 2025 increased compared to the same periods in 2024, reflecting our pricing actions and ongoing cost management efforts, including efficiencies across our lockbox processing operations.

Data Solutions

Results for our Data Solutions segment were as follows:

(in thousands)	Quarter Ended September 30,			Nine Months Ended September 30,		
	2025	2024	Change	2025	2024	Change
Total revenue	\$ 89,224	\$ 61,065	46.1%	\$ 234,280	\$ 178,169	31.5%
Adjusted EBITDA	29,073	17,485	66.3%	69,134	48,150	43.6%
Adjusted EBITDA margin	32.6%	28.6%	4.0 pts.	29.5%	27.0%	2.5 pts.

Total revenue for the third quarter and first nine months of 2025 increased compared to the same periods in 2024, driven by strong demand for customer acquisition marketing activities, particularly from our financial institution partners. Additionally, we added new clients in various other verticals, contributing to the revenue growth. It is important to note that the timing of campaigns within this business can lead to quarter-to-quarter volatility, making specific quarterly growth rates more challenging to predict.

Adjusted EBITDA for the third quarter and first nine months of 2025 increased compared to the same periods in 2024, primarily driven by the increase in data-driven marketing volume and continued cost management initiatives, including favorability from volume-based rebate programs. Adjusted EBITDA margin increased for the third quarter and first nine months of 2025 compared to the same periods in 2024, primarily due to a favorable mix of clients and campaigns compared to 2024, as well as the benefit of our cost management initiatives, including the volume-based rebate programs.

Print

Results for our Print segment were as follows:

(in thousands)	Quarter Ended September 30,			Nine Months Ended September 30,		
	2025	2024	Change	2025	2024	Change
Total revenue	\$ 279,945	\$ 297,313	(5.8%)	\$ 852,296	\$ 909,393	(6.3%)
Adjusted EBITDA	93,546	97,407	(4.0%)	274,731	282,226	(2.7%)
Adjusted EBITDA margin	33.4%	32.8%	0.6 pts.	32.2%	31.0%	1.2 pts.

Total revenue for the third quarter and first nine months of 2025 decreased compared to the same periods in 2024, mainly due to a decline in revenue from promotional products, reflecting softer demand. Additionally, the ongoing secular decline in order volumes for checks, business forms, and various business accessories contributed to the decrease. These revenue declines were partially offset by pricing actions implemented in response to inflation.

Adjusted EBITDA for the third quarter and first nine months of 2025 decreased compared to the same periods in 2024, driven by the decline in revenue and inflationary pressures on materials and delivery costs. Our cost management actions partially offset these challenges, as we continued to emphasize operating expense discipline and overall efficiency within this segment. Additionally, bad debt expense declined year-over-year.

Adjusted EBITDA margin for the third quarter and first nine months of 2025 increased compared to the same periods in 2024, as the benefits from our pricing and cost management actions, a shift toward check revenues, and the lower bad debt expense contributed positively. These factors more than offset the inflationary cost pressures.

CASH FLOWS AND LIQUIDITY

As of September 30, 2025, we held cash and cash equivalents of \$26 million. Additionally, we had restricted cash and restricted cash equivalents, which were included in settlement processing assets and other non-current assets on the consolidated balance sheet, totaling \$38 million. The following table should be read in conjunction with the consolidated statements of cash flows located in Part I, Item 1 of this report.

(in thousands)	Nine Months Ended September 30,		
	2025	2024	Change
Net cash provided by operating activities	\$ 168,521	\$ 134,122	\$ 34,399
Net cash used by investing activities	(76,021)	(51,323)	(24,698)
Net cash used by financing activities	(339,258)	(452,081)	112,823
Effect of exchange rate change on cash, cash equivalents, restricted cash, and restricted cash equivalents	1,230	(3,156)	4,386
Net change in cash, cash equivalents, restricted cash, and restricted cash equivalents	<u>(245,528)</u>	<u>(372,438)</u>	<u>126,910</u>
Free cash flow ⁽¹⁾	<u>\$ 95,965</u>	<u>\$ 64,345</u>	<u>\$ 31,620</u>

⁽¹⁾ See Reconciliation of Non-GAAP Financial Measures within the Consolidated Results of Operations section, which defines and illustrates how we calculate free cash flow.

Net cash provided by operating activities increased \$34 million for the first nine months of 2025 compared to the first nine months of 2024. Key contributors included the positive impacts of our pricing and cost management actions, a \$15 million reduction in payouts for performance-based employee bonuses, and lower expenditures associated with restructuring and integration activities. Additional contributions came from growth in our data-driven marketing business and positive changes in working capital, particularly within other current assets and prepaid expenses. These positive impacts were partially offset by softer demand for certain promotional products, the continuing secular declines in the Print segment, variations in the timing of accounts payable settlements, inflationary pressures on our cost structure, and the impact of business exits.

Included in net cash provided by operating activities were the following operating cash outflows:

(in thousands)	Nine Months Ended September 30,		
	2025	2024	Change
Interest payments	\$ 83,647	\$ 82,778	\$ 869
Income tax payments	31,833	35,599	(3,766)
Performance-based employee cash bonuses ⁽¹⁾	24,445	39,045	(14,600)
Prepaid product discount payments	22,933	22,945	(12)
Severance payments	7,517	9,212	(1,695)

⁽¹⁾ Amounts reflect compensation based on total company and segment performance.

Net cash used by investing activities for the first nine months of 2025 increased \$25 million compared to the first nine months of 2024. The increase was driven by higher proceeds in the prior year from the exit of our payroll and human resources services business, along with a payment made in the third quarter of 2025 for the acquisition of certain assets of JPMorgan Chase Bank's CheckMatch electronic check conveyance service. Net cash used by financing activities for the same periods decreased by \$113 million, driven by changes in settlement processing obligations during each period, including the impact of

our exit from the payroll and human resources services business during 2024. Additionally, lower net payments on long-term debt in 2025 contributed to the decrease.

Significant investing and financing cash transactions for each period were as follows:

(in thousands)	Nine Months Ended September 30,		
	2025	2024	Change
Net change in settlement processing obligations	\$ (235,940)	\$ (338,955)	\$ 103,015
Purchases of capital assets	(72,556)	(69,777)	(2,779)
Net change in debt	(56,126)	(64,511)	8,385
Cash dividends paid to shareholders	(41,634)	(40,826)	(808)
Proceeds from sale of businesses and long-lived assets	1,968	18,321	(16,353)

When evaluating our cash needs, we must consider our debt service requirements, lease obligations, other contractual commitments, and contingent liabilities. Detailed information regarding the maturities of our long-term debt and our contingent liabilities can be found under the captions "Note 11: Debt" and "Note 12: Other Commitments and Contingencies," both of which appear in the Condensed Notes to Unaudited Consolidated Financial Statements located in Part I, Item 1 of this report. Information regarding our lease obligations can be found under the caption "Note 14: Leases" in the Notes to Consolidated Financial Statements appearing in the 2024 Form 10-K, and information regarding our contractual obligations can be found in the MD&A section of the 2024 Form 10-K, under the section entitled *Cash Flows and Liquidity*. In the first quarter of 2025, we amended and extended an agreement for information technology services. This modification increased our contractual commitments by approximately \$25 million, with the majority of the payments scheduled to be made during the years ending December 31, 2028 and 2029.

As of September 30, 2025, we held cash and cash equivalents of \$26 million, with an additional \$393 million available for borrowing under our revolving credit facility. We believe that net cash generated from our operations, combined with cash and cash equivalents on hand and the availability under our credit facility, will be sufficient to support our operations over the next 12 months. This includes meeting our contractual obligations, debt service requirements, and addressing our long-term capital needs. We expect to maintain our regular quarterly dividend payments. However, dividends are subject to approval by our board of directors each quarter and, therefore, may change.

CAPITAL RESOURCES

As of September 30, 2025, the principal amount of our debt obligations was \$1.47 billion, compared to \$1.52 billion as of December 31, 2024. Our capital structure for each period was as follows:

(in thousands)	September 30, 2025		December 31, 2024		Change
	Amount	Weighted-average interest rate	Amount	Weighted-average interest rate	
Fixed interest rate	\$ 925,000	8.1%	\$ 925,000	8.1%	\$ —
Floating interest rate	540,792	6.6%	596,917	7.2%	(56,125)
Debt principal	1,465,792	7.5%	1,521,917	7.7%	(56,125)
Shareholders' equity	664,146		620,918		43,228
Total capital	\$ 2,129,938		\$ 2,142,835		\$ (12,897)

As of September 30, 2025, total commitments under our revolving credit facility were \$400 million, with \$393 million available for borrowing. Detailed information regarding our outstanding debt, including our debt service obligations and debt covenants, can be found under the caption "Note 11: Debt" in the Condensed Notes to Unaudited Consolidated Financial Statements located in Part I, Item 1 of this report.

In October 2018, our board of directors authorized the repurchase of up to \$500 million of our common stock. This authorization does not have an expiration date. We have not repurchased any shares under this authorization since the first quarter of 2020. As of September 30, 2025, \$287 million remained available for repurchase. Information regarding changes in shareholders' equity can be found in the consolidated statements of shareholders' equity located in Part I, Item 1 of this report.

CRITICAL ACCOUNTING ESTIMATES

A description of our critical accounting estimates was provided in the MD&A section of the 2024 Form 10-K. During the first nine months of 2025, there were no modifications in the assessment or determination of these estimates. Information regarding the goodwill impairment analyses completed during the third quarter of 2025 can be found under the caption "Note 8: Fair Value Measurements" in the Condensed Notes to Unaudited Consolidated Financial Statements located in Part I, Item 1 of this report.

New accounting pronouncements – Information regarding new accounting pronouncements not yet adopted can be found under the caption "Note 2: New Accounting Pronouncements" in the Condensed Notes to Unaudited Consolidated Financial Statements located in Part I, Item 1 of this report.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Interest rate risk – We are subject to fluctuations in interest rates primarily due to our borrowing activities, which are essential for maintaining our capital structure, ensuring liquidity, and funding our business operations and investments. We do not enter into financial instruments for speculative or trading purposes. The amount and nature of our outstanding debt is expected to change based on future business needs, market conditions, and other influencing factors.

Interest on amounts outstanding under our credit agreement and accounts receivable financing arrangement is payable at variable rates, as specified in the credit agreements. As of September 30, 2025, we also had \$450 million of 8.125% senior secured notes and \$475 million of 8.0% senior unsecured notes outstanding. When factoring in the related discount and debt issuance costs, the effective interest rate on these notes is 8.6% and 8.3%, respectively.

Our credit agreement matures on February 1, 2029, at which point any outstanding amounts under the revolving credit facility must be repaid. The term loan facility requires periodic principal payments through December 2028, with the remaining balance due on February 1, 2029. The senior unsecured notes are scheduled to mature in June 2029, while the senior secured notes will mature in September 2029. However, if any of the senior unsecured notes issued in 2021 remain outstanding as of February 1, 2029, the 2024 senior secured notes will also mature on that date. Quantitative information regarding the maturities of our long-term debt can be found under the caption "Note 11: Debt" in the Condensed Notes to Unaudited Consolidated Financial Statements located in Part I, Item 1 of this report.

As of September 30, 2025, our total debt outstanding was as follows:

(in thousands)	Carrying amount ⁽¹⁾	Fair value ⁽²⁾	Interest rate
Senior secured term loan facility	\$ 466,841	\$ 470,792	6.8%
Senior unsecured notes	470,254	474,031	8.0%
Senior secured notes	442,690	469,998	8.1%
Securitization obligations	70,000	70,000	5.7%
Total debt	\$ 1,449,785	\$ 1,484,821	7.5%

⁽¹⁾ The carrying amount has been reduced by unamortized discount and debt issuance costs of \$16 million.

⁽²⁾ For the amounts outstanding under our credit facility agreements, fair value approximates carrying value because the interest rates are variable and reflect current market rates. The fair value of the senior unsecured and senior secured notes is based on quoted prices in active markets for the identical liability when traded as an asset.

As of September 30, 2025, based on the amount of variable-rate debt outstanding, a one percentage point change in the weighted-average interest rate would result in a \$1 million change in interest expense for the fourth quarter of 2025.

Foreign currency exchange rate risk – We are subject to fluctuations in foreign currency exchange rates. Our investments in, and loans and advances to, foreign subsidiaries and branches, along with the operations of these entities, are denominated in foreign currencies, primarily Canadian dollars. The impact of exchange rate changes on our earnings and cash flows is expected to be minimal, given that our foreign operations constitute a relatively small portion of our overall business. At this time, we have not engaged in hedging activities to mitigate the risks associated with changes in foreign currency exchange rates.

ITEM 4. CONTROLS AND PROCEDURES

(a) *Disclosure Controls and Procedures* – As of the end of the period covered by this report, September 30, 2025 (the "Evaluation Date"), we carried out an evaluation, under the supervision and with the participation of management, including the Chief Executive Officer and the Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rule 13a-15(e) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")). Based upon that evaluation, the Chief Executive Officer and the Chief Financial Officer concluded that, as of the Evaluation Date, our disclosure controls and procedures were effective to ensure that information required to be disclosed in the reports that we file or submit under the Exchange Act is (i) recorded, processed, summarized, and reported within the time periods specified in applicable rules and forms, and (ii) accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, to allow timely decisions regarding required disclosure.

(b) *Internal Control Over Financial Reporting* – There were no material changes in our internal control over financial reporting identified in connection with our evaluation during the quarter ended September 30, 2025 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II – OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

We record provisions for identified claims or lawsuits when it is probable that a liability has been incurred and the loss amount can be reasonably estimated. Claims and lawsuits are reviewed on a quarterly basis, and provisions are taken or adjusted to reflect the current status of each matter. We believe that the reserves recorded in our consolidated financial statements are adequate, considering the probable and estimable outcomes. The recorded liabilities were not material to our financial position, results of operations, or liquidity, and we do not believe that any of the currently identified claims or litigation will have a material impact on our financial position, results of operations, or liquidity upon resolution. However, litigation is subject to inherent uncertainties, and unfavorable rulings could occur. Should an unfavorable ruling occur, it may have a material adverse effect on our financial position, results of operations, or liquidity in the period the ruling is made or in future periods.

ITEM 1A. RISK FACTORS

The risk factors relevant to our business are detailed in Part I, Item 1A of our 2024 Form 10-K. Since the filing of the 2024 Form 10-K, there have been no significant changes to these risk factors.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

In October 2018, our board of directors authorized the repurchase of up to \$500 million of our common stock. This authorization has no expiration date. No shares were repurchased under this authorization during the third quarter of 2025 and \$287 million remained available for repurchase as of September 30, 2025.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

ITEM 5. OTHER INFORMATION

During the three months ended September 30, 2025, none of our directors or officers (as defined in Rule 16a-1(f) of the Securities Exchange Act of 1934, as amended) adopted or terminated a Rule 10b5-1 trading arrangement or a non-Rule 10b5-1 trading arrangement (as such terms are defined in Item 408 of Regulation S-K of the Securities Act of 1933).

ITEM 6. EXHIBITS

Exhibit Number	Description
2.1	<u>Asset Purchase Agreement between us and JPMorgan Chase Bank, National Association, dated as of August 6, 2025*</u>
31.1	<u>CEO Certification of Periodic Report pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</u>
31.2	<u>CFO Certification of Periodic Report pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</u>
32.1	<u>CEO and CFO Certification of Periodic Report pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (furnished)</u>
101.INS	XBRL Instance Document – the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document
101.SCH	XBRL Taxonomy Extension Schema Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	XBRL Taxonomy Extension Label Linkbase Document
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document
104	Cover page interactive data file (formatted as Inline XBRL and contained in Exhibit 101)

* The schedules and exhibits have been omitted pursuant to Item 601(a)(5) or Item 601(b)(2) of Regulation S-K. We agree to furnish supplementally a copy of such schedules and exhibits, or any section thereof, to the SEC upon request; provided, however, that we may request confidential treatment pursuant to Rule 24b-2 under the Exchange Act for any exhibits or schedules so furnished.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

	DELUXE CORPORATION (Registrant)
Date: November 6, 2025	/s/ Barry C. McCarthy Barry C. McCarthy President and Chief Executive Officer (Principal Executive Officer)
Date: November 6, 2025	/s/ William C. Zint William C. Zint Senior Vice President, Chief Financial Officer (Principal Financial Officer)
Date: November 6, 2025	/s/ L. Kelly Moyer L. Kelly Moyer Vice President, Chief Accounting Officer (Principal Accounting Officer)

ASSET PURCHASE AGREEMENT

BY AND BETWEEN

DELUXE CORPORATION

AND

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

DATED AS OF AUGUST 6, 2025

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (the “Agreement”) dated as of August 6, 2025, is entered by and between Deluxe Corporation, a Minnesota corporation (“Buyer” and a “Party”), and JPMorgan Chase Bank, National Association, a national bank (“Seller” and a “Party,” and together with Buyer, the “Parties”).

WHEREAS, Seller is the owner of the Purchased Assets (as defined herein); and

WHEREAS, Buyer desires to acquire from Seller, and Seller desires to sell to Buyer, the Purchased Assets, in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Section 1. Purchase and Sale of Assets.

(a) Purchased Assets. Upon the terms and conditions set forth in this Agreement (with respect to (i) and (ii) below, effective as of the Closing; and with respect to (iii) and (iv) below, effective upon the assignment of each applicable Transferred Business Contract), Seller shall sell, convey, transfer, assign, and deliver to Buyer, and Buyer shall purchase, acquire, and accept from Seller, free and clear of any Encumbrances (other than Permitted Encumbrances), all of Seller’s:

- (i) Intellectual Property Rights that exclusively relate to the Software referenced on Appendix A-1 (the “CM IPR”);
- (ii) Intellectual Property Rights to use the Mark “CHECKMATCH” in connection with the Application and all goodwill connected with the use thereof and symbolized thereby (the “Brand IPR”);
- (iii) rights as “Service Provider” under all customer Contracts set forth on Appendix B that are not terminated by the applicable customer prior to the expiration of the thirty (30) calendar day notice period for assignments provided for in the Rulebook (which rights, for clarity, shall not include any Intellectual Property Rights of Seller or any of its Affiliates except as otherwise expressly provided in Sections 1(a)(i)–(ii) hereof (the “Transferred Business Contracts”); and
- (iv) a copy of a full and complete list of names, addresses, and contact information for all CM Service customers under the Transferred Business Contracts as maintained for the Business, and a copy of any relevant billing information required for the ongoing billing of accounts during and after the contemplated migration to Buyer-owned platforms or solutions (collectively, the “Customer Data” and, together with the foregoing CM IPR, the Brand IPR, and the Transferred Business Contracts, the “Purchased Assets”).

(b) Excluded Assets. Except as otherwise expressly provided in this Agreement, Seller shall retain all of its existing right, title, and interest in and to all assets, rights, and properties that are not expressly identified for inclusion in the Purchased Assets in accordance with Section 1(a), including any Retained Rights (the “Excluded Assets”) and such Excluded Assets shall be excluded from the sale, conveyance, assignment, transfer, or delivery to the Buyer under this Agreement.

(c) **Assumed Liabilities.** Upon the terms and subject to the conditions of this Agreement (with respect to (i) and (ii) below, effective as of the Closing; and with respect to (iii) below, effective upon the assignment of each applicable Transferred Business Contract), Buyer shall assume and shall pay, discharge, and perform, when due (collectively and inclusively, the “Assumed Liabilities”):

(i) all liabilities and obligations (direct or indirect, known or unknown, absolute or contingent) to the extent arising out of or relating to Buyer’s ownership, use, and operation of the Purchased Assets from and after the Closing, including, for the avoidance of doubt, all Purchased Asset Taxes to the extent not attributable to any Pre-Closing Tax Period;

(ii) all Transfer Taxes that Buyer is responsible for pursuant to Section 13(d); and

(iii) all liabilities and obligations (direct or indirect, known or unknown, absolute or contingent) as “Service Provider” under the Transferred Business Contracts, other than those liabilities to the extent arising from or relating to any breach of such Transferred Business Contracts by Seller prior to the Closing.

(d) **Excluded Liabilities.** Notwithstanding anything contained in this Agreement to the contrary, Buyer shall not assume, or cause to be assumed, or be deemed to have assumed, or be liable, or responsible for any liabilities other than those expressly set forth in Section 1(c) and defined as an Assumed Liability, including all liabilities to the extent arising from or relating to any Excluded Assets (collectively, the “Excluded Liabilities”). For the avoidance of doubt, Excluded Liabilities will include all liabilities for (i) Taxes of Seller (or any Affiliate of Seller) or relating to any Pre-Closing Tax Period (excluding such Purchased Asset Taxes effectively borne by Seller as a result of any payments made by Seller to Buyer in respect of Purchased Asset Taxes pursuant to the last sentence of Section 13(b)); or (ii) other Taxes of Seller (or any Affiliate of Seller) that become a liability of Buyer under any common law doctrine of de facto merger or transferee or successor liability or otherwise by operation of contract (other than pursuant to the Transferred Business Contracts).

Section 2. Purchase Price. Upon the terms set forth in this Agreement, Buyer shall pay, or cause to be paid, to Seller an aggregate Purchase Price equal to (i) at the Closing, the Closing Payment, plus (ii) on the Deferred Payment Date, the Deferred Payment, in each case to an account specified in wire instructions provided by Seller in writing to Buyer no later than the second Business Day prior to the Closing Date, by wire transfer in immediately available funds. For the avoidance of doubt, any and all payments under this Agreement will be made in U.S. dollars. Buyer shall unconditionally be obligated to pay the Deferred Payment in full by the Deferred Payment Date, without any right of set-off or deduction for any amounts owed or claimed to be owed by Seller. Buyer hereby irrevocably waives all defenses against any claim by Seller for any portion of the Deferred Payment that is not paid to Seller by the Deferred Payment Date.

Section 3. Closing. Subject to the terms and conditions of this Agreement, the closing of the purchase and sale of the Purchased Assets and the assumption of the Assumed Liabilities (the “Closing”) shall be effected through the exchange of electronically transmitted executed documents at 9:00 a.m., Eastern Time, on the date of this Agreement (the “Closing Date”).

Section 4. Deliveries.

(a) Deliveries by Seller.

(i) At or prior to the Closing, Seller shall deliver or cause to be delivered to Buyer:

A. IP Assignment. A counterpart to the agreement effecting the assignment of the CM IPR and the Brand IPR to be entered into as of the date hereof by and between Buyer and Seller (the “IP Assignment”), duly executed by Seller.

B. Assignment Instrument and Notices. (A) A counterpart to the assignments of contract effecting the assignment of the Transferred Business Contracts, to be entered into as of the date hereof by and between Buyer and Seller (the “Contract Assignments”), duly executed by Seller, and (B) a copy of a notice of assignment that will be delivered, no later than five (5) Business Days after Closing, to the counterparty to each Transferred Business Contract in accordance with the Rulebook.

C. IRS Form. A duly completed and executed IRS Form W-9 from Seller (or if Seller is treated as an entity disregarded as separate from its regarded tax owner for U.S. federal income tax purposes, then the Person that is treated as its regarded tax owner for such purposes).

D. Transition Services Agreement. A counterpart to the Transition Services Agreement, duly executed by Seller.

(ii) Promptly (and in any event no later than ten (10) Business Days) after the Closing, Seller shall deliver or cause to be delivered to Buyer a copy of each of (A) the source code for the current production version of the Software for the Application, (B) the current configuration files for Third-Party Software used by or in connection with the Application (solely to the extent such configuration files are listed on Appendix A) (the “Configuration Files”), and (C) the source code (but, for clarity, not configuration files for Third-Party Software) for all past production versions of the Software for the Application that were released as of or after December 31, 2023, in each case of (A) through (C), to be delivered by electronic transfer in a manner reasonably acceptable to the Parties.

(iii) Upon the assignment of the Transferred Business Contracts, in accordance with the Rulebook, Seller shall deliver or cause to be delivered to Buyer:

A. Transferred Business Contracts. A copy of each Transferred Business Contract.

B. Customer Data Transfer. A copy of the Customer Data to be delivered by electronic transfer in a manner reasonably acceptable to the Parties.

(b) Deliveries by Buyer. At or prior to the Closing, Buyer shall deliver or cause to be delivered to Seller:

(i) IP Assignment. A counterpart to the IP Assignment, duly executed by Buyer.

(ii) Assignment Instrument. A counterpart to the one or more Contract Assignments, duly executed by Buyer, effecting the assignment of the Transferred Business Contracts.

(iii) Transition Services Agreement. A counterpart to the Transition Services Agreement, duly executed by Buyer.

Section 5. Intellectual Property Matters.

(a) Seller hereby grants to Buyer, effective from and after the Closing Date, a non-exclusive, fully paid-up, royalty-free, perpetual, irrevocable, non-transferable (except in connection with any license or transfer of the CM IPR and, in such event, solely for purposes of operating and maintaining the CM Service), non-sublicensable (except in connection with any license or transfer of the CM IPR and, in such event, solely for purposes of operating and maintaining the CM Service), worldwide license under any and all Intellectual Property Rights (other than Marks) owned by Seller, to the extent that they cover or apply to the Application, (including, without limitation, the Seller-Retained Licensed Software and Configuration Files) (collectively, the “Licensed IPR”), solely for purposes of using the Application (and derivatives thereof) in connection with the Licensed Lines of Business. For clarity, the foregoing license includes the right to modify, update, upgrade, and improve the Licensed IPR and otherwise create and own derivative works of the Licensed IPR (each, a “Derivative”), and to use the Licensed IPR and Derivatives for the foregoing purpose. To the extent the Licensed IPR is embodied in Software, the foregoing license shall cover the associated (i) human readable source code; (ii) all programming documentation, including all relevant commentary, including explanation, flow charts, algorithm and subroutine descriptions, memory and overlap maps, and other documentation, and (iii) the use of any compiler or other tools to convert the source code to object code. Buyer hereby covenants, from and after the date of this Agreement (including after the Closing Date), not to use the names “ONYX”, “KINEXYS”, “LIINK” (or any Marks confusingly similar to either) or any other Marks of Seller or its Affiliates in connection with the sale, distribution, operation, marketing, or advertising of any products or services that use or are based on, derived from, or similar to the Application, in whole or in part.

(b) Buyer hereby grants to Seller, effective from and after the Closing Date, a non-exclusive, fully paid-up, royalty-free, worldwide, perpetual (solely with respect to subpart (ii) below), sublicensable, and transferable license to use the CM IPR and the Brand IPR solely for purposes of (i) performing Seller’s obligations or exercising Seller’s rights under this Agreement or under the Transition Services Agreement, and (ii) Seller’s and its Affiliates’ internal compliance and administration functions, including recordkeeping, supporting internal and external audits, regulatory compliance, evaluating and enforcing its or their legal rights, and fulfilling its or their legal obligations under the Transferred Business Contracts and applicable Laws. Seller hereby covenants not to use the CM IPR and Brand IPR after the Closing for any other purpose. The foregoing license is irrevocable except that the license rights contemplated under subpart (i) may be revoked with respect to fulfilling certain obligations or exercising certain rights of Seller solely to the extent such obligations or rights terminate or expire pursuant to the Agreement or Transition Services Agreement (as applicable). Nothing in this Agreement limits Seller’s right to maintain backups and redundancy of the CM IPR in accordance with its standard business continuity and disaster recovery procedures.

(c) For the avoidance of doubt, Buyer’s acquisition of the Software referenced in Appendix A-1 shall include any and all prior uses defenses against an allegation of patent infringement, and Seller shall provide Buyer with all reasonable assistance in providing Seller’s prior use in the event that Buyer is sued for patent infringement for its use of the Software referenced in Appendix A-1. Buyer shall reimburse Seller for all of Seller’s reasonable and documented costs incurred for providing such assistance.

Section 6. Withholding. Buyer and any other applicable withholding agent shall make all payments due from Buyer under this Agreement without deduction or withholding for any Taxes, except as required by applicable Law. If Buyer reasonably believes that applicable Law requires any such deduction or withholding, then Buyer shall give prompt written notice thereof to Seller reasonably in advance of and, to the extent known at the time, at least five (5) days prior to the Closing Date (and such notice shall include the legal authority and the calculation method for the expected deduction or withholding), and shall cooperate in good faith with Seller to minimize the amount of any deduction or withholding (or obtaining a refund of any such deduction or withholding), including obtaining and providing, and, if required, filing with the relevant Governmental Body, any applicable documentation. To the extent that amounts are validly deducted or withheld and timely paid to the appropriate Governmental Body in accordance with applicable Law, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of whom such deductions and withholding was made.

Section 7. Representations and Warranties of Seller. Except as disclosed in the Disclosure Letter, Seller represents and warrants to Buyer as follows:

(a) **Organization, Good Standing and Qualification.** Seller is a national bank, duly organized, validly existing, and in good standing under the Laws of the United States, and has all requisite national bank power and authority to carry on the Business as now conducted.

(b) **Authorization; Enforceability.** Seller has the requisite power and authority to execute and deliver this Agreement and each of the Transaction Documents to which Seller is a party and to duly and validly perform its obligations hereunder and thereunder. All company and other similar action on the part of Seller necessary for the authorization, execution, delivery, and performance of this Agreement and each of the other Transaction Documents to which Seller is a party and the performance of all obligations of Seller hereunder and thereunder has been duly and validly taken, and no other organizational proceeding or action on the part of Seller is necessary to authorize the execution, delivery of, and performance by Seller under this Agreement or any of the Transaction Documents to which it is a party, or the consummation of the transactions contemplated by the Transaction Documents to which it is a party. This Agreement and the other Transaction Documents each constitutes, or when executed and delivered will constitute, a valid and legally binding obligation of Seller, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, moratorium, reorganization, fraudulent transfer, and other Laws affecting creditors' rights generally and to general equitable principles. No consent, notice, waiver, approval, order or authorization of, or registration, declaration, filing or notification with any Governmental Body or any third party is required by, or with respect to, Seller in connection with the execution, delivery, and performance by Seller of this Agreement or any of the Transaction Documents to which Seller is a party.

(c) **No Conflict.** The authorization, execution, delivery, and performance by Seller of any Transaction Documents to which it is a party and the consummation of the transactions contemplated hereby and thereby will not:

(i) result in any violation of or be in conflict with or constitute, with or without the passage of time or giving of notice or both, a default under any provision of (A) Seller's certificate of incorporation, bylaws, national bank charter, or other governing documents; or (B) any Law, or any Order to which Seller is a party or by which it or any of its assets or properties are bound, other than, in the case of clause (B), as would not, individually or in the aggregate, have a material adverse effect on (x) Seller's ability to consummate the transactions contemplated by this Agreement, or (y) the Purchased Assets taken as a whole; or

(ii) (A) conflict with, violate, cause the acceleration of any right under, or result in a breach or default under any Transferred Business Contract, (B) terminate any Transferred Business Contract, (C) result in the creation of any Encumbrance (other than any Permitted Encumbrance) upon any of the Purchased Assets, or (D) constitute an event which, after notice or lapse of time or both, would result in any such conflict, violation, breach, acceleration, or creation of an Encumbrance (other than any Permitted Encumbrance) upon any of the Purchased Assets, other than, as would not, individually or in the aggregate, have a material adverse effect on (x) Seller's ability to consummate the transactions contemplated by this Agreement, or (y) the Purchased Assets taken as a whole.

(d) Governmental Authorities; Consents. Assuming the representations and warranties of Buyer in Section 8(d) are true and correct in all respects, neither the execution, delivery, and performance by Seller of this Agreement or any other Transaction Document nor the consummation of any transactions contemplated hereby or thereby requires the Consent of any Governmental Body or any other Person, other than Consents that, if not obtained or made, would not, individually or in the aggregate, (i) have a material adverse effect on Seller's ability to perform its obligations under this Agreement or any of the other Transaction Documents to which Seller is or will be a party, or (ii) be material to the Business, or the Purchased Assets, taken as a whole.

(e) Compliance with Applicable Laws. In connection with its operation of the Business, Seller (i) has complied with all Laws and (ii) is not in violation of, and has not received any written or, to the Knowledge of Seller, other notices of violation or non-compliance with respect to, any Laws, except (in each of the foregoing subclauses (i) and (ii)) as would not have a material adverse effect on the Business, or the Purchased Assets taken as a whole. No investigation by any Governmental Body with respect to Seller is pending or, to the Knowledge of Seller, threatened in writing, in each case, with respect to any Purchased Assets.

(f) Litigation. There are no Proceedings pending or, to the Knowledge of Seller, currently threatened in writing against Seller (i) relating to any Transferred Business Contracts or any other Purchased Assets, (ii) challenging the validity of this Agreement or the right of Seller to enter into or to consummate the transactions contemplated hereby or by any of the Transaction Documents, or (iii) challenging or seeking to prevent, enjoin, or otherwise delay the transactions contemplated hereby or by any of the Transaction Documents. As of the date hereof, Seller is not subject to any unsatisfied judgement, penalty, award, Order, or any open injunction with respect to any Purchased Assets or any Order that would have a material adverse effect on Seller's ability to consummate the transactions contemplated hereby or by any of the Transaction Documents.

(g) Brokers' Fees. No broker, finder, investment banker, financial advisor, or other Person is entitled to any brokerage fee, finders' fee, investment banker's fee, financial advisor's fee, or other commission in connection with the transactions contemplated by this Agreement based on arrangements made by Seller.

(h) Intellectual Property.

(i) None of the CM IPR or Brand IPR is registered with any Governmental Body responsible for the registration of Intellectual Property Rights, and Seller has no pending applications for registrations therefor.

(ii) (A) Seller solely owns and has exclusive title to all of the CM IPR, free and clear of all Encumbrances other than Permitted Encumbrances; (B) Seller has the right to use, execute, reproduce, display, perform, modify, enhance, distribute, prepare derivative works of, and license the CM IPR without payment to any other Person; and (C) no ownership rights or rights to use any CM IPR

have been assigned or licensed to any third party, other than rights granted in the ordinary course of business to customers or service providers.

(iii) The Application, together with the Configuration Files and Third-Party Software listed in Section 7(h)(iii) of the Disclosure Letter, constitute all material Software necessary to continue to operate the Application in substantially the same manner (including, for clarity, operating on substantially the same information technology infrastructure) that it is operated by Seller in the ordinary course as of the date of this Agreement, including, without limitation all material Decentralized Application and Platform Services, Operations and Controls, and Web and API Interfaces. The Customer Data constitutes all names, addresses, contact information, and billing information of CM Service customers maintained by Seller in the conduct of the Business in substantially the same manner as conducted in the three (3) months before the date of this Agreement. Seller has sufficient permissions to the Customer Data to permit the transfer of Customer Data under this Agreement without violating applicable Law or contractual provisions.

(iv) Seller's use of the Application does not infringe, misappropriate, dilute, or otherwise violate (and in the two years preceding the Closing has not infringed, misappropriated, diluted, or otherwise violated) the copyright, trade secret rights, or to the Knowledge of Seller, the patent of any Person. No claims are pending or, to the Knowledge of Seller, threatened (and Seller has received no written communication alleging) that Seller's activities related to the Business, including Seller's use of the Application and the Brand IPR, violated any Intellectual Property Rights of any Person. Except as expressly provided in this Section 7(h)(iv) and otherwise notwithstanding anything to the contrary in this Agreement, Seller disclaims any representation or warranty that the Application (or any component thereof) or the conduct of the Business does not (or did not) infringe, misappropriate, or otherwise violate any Intellectual Property Rights of any third Person.

(v) To the Knowledge of Seller, Seller has received no written communication from any Person asserting any ownership interest in any CM IPR, Brand IPR, or Seller-Retained Licensed Software or that any other Person has any claim of legal or beneficial ownership with respect to CM IPR. No claims are pending or, to the Knowledge of Seller, threatened against Seller by any Person with respect to the ownership, validity, enforceability, registration, or effectiveness of the CM IPR or Brand IPR. To the Knowledge of Seller, no Person is materially infringing, misappropriating, diluting, or otherwise violating any CM IPR or Brand IPR, and Seller has not made any claim alleging the foregoing against any Person (including any current or former employee, contractor, or consultant of Seller or any of its Affiliates).

(vi) No (A) government funding or (B) facilities of a university, college, or other educational institution, or research center were used in the development of any CM IPR. To the Knowledge of Seller, no current or former employee, consultant, or independent contractor of Seller who was involved in, or who contributed to, the creation or development of any CM IPR has performed services for any government, university, college or other educational institution, or research center while the employee, consultant, or independent contractor was also performing services for Seller.

(vii) All Personnel who contributed to or participated in the conception, creation, or development of any material CM IPR have executed one or more

written instruments validly assigning their respective rights in CM IPR to Seller (or such rights have vested in Seller by operation of Law).

(viii) Seller has undertaken commercially reasonable measures to protect and maintain the secrecy of the CM IPR comprising Trade Secrets that Seller has chosen to retain as a trade secret under the Laws of the applicable jurisdictions, including the source code for the Software referenced on Appendix A-1. All Personnel with access to any such Trade Secrets are under obligations restricting each such Person's right to disclose proprietary information of Seller. To the Knowledge of Seller, there has been no unauthorized disclosure of, or access to, any material portion of the source code for the Software referenced on Appendix A-1.

(ix) The execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement do not and will not contravene, conflict with, alter, or impair Seller's ownership of or rights in CM IPR (other than the assignment thereof expressly contemplated hereby).

(x) Section 7(h)(x) of the Disclosure Letter sets forth a complete and accurate list of all Software that is Publicly Available Software that is currently incorporated in or linked to the Software referenced on Appendix A-1, and for each such Software package (A) identifies the Open Source License applicable thereto; and (B) generally describes the manner in which such Publicly Available Software is used.

(xi) The manner in which any Software licensed under any Open Source License is incorporated into, linked to, called by, or otherwise used, combined, or distributed with the Software referenced on Appendix A-1 does not, according to the terms of the applicable Open Source License, (A) obligate Seller (and would not create any obligations for Buyer) to grant, or purport to grant, to any third Person any licenses to such Software referenced on Appendix A-1 under any Open Source License, (B) obligate Seller (and would not create any obligations for Buyer) to distribute the source code in connection with the distribution of such Software referenced on Appendix A-1 in object code form, (C) limit Seller's (and would not limit Buyer's) freedom to seek full compensation in connection with marketing, licensing, and distributing such Software referenced on Appendix A-1, or (D) obligate Seller (and would not create any obligations for Buyer) to allow a customer or require that a customer have the right to decompile, disassemble, or otherwise reverse engineer such Software referenced on Appendix A-1.

(xii) With respect to the entire Application, Seller is in actual possession and control of the applicable source code, object code, code writes, notes, documentation, programmers' notes, source code annotations, user manuals, and know-how to the extent reasonably necessary for the use, development, enhancement, maintenance, and support of the Application. Seller has not disclosed to any third party or escrowed, or agreed to disclose to any third party or escrow, any source code of the Software referenced on Appendix A-1.

(xiii) The Application does not contain any "time bombs," "Trojan horses," "back doors," "trap doors," "drop dead device," "worms," "viruses," "spyware," (as such terms are commonly understood in the Software industry) keylogger Software, or other code or devices designed or intended to have any of the following functions: (A) disrupting, disabling, harming, or otherwise impeding in any way the operation of, or permitting unauthorized access to, or to disable, or otherwise harm, any Software, or other information technology assets

or systems; or (B) damaging or destroying any data or file without the consent of any user or administrator of the Application.

(xiv) To the Knowledge of Seller, there are no material defects, bugs, or errors (including any bug, defect, or error relating to or resulting from the display, manipulation, processing, storage, transmission, or use of data) in the Application that would prevent the same from performing materially in accordance with Seller's obligations under the Transferred Business Contracts when such Software is operated in the same manner and environment as it is operated by Seller as of the date of this Agreement.

(i) Taxes. Seller has (i) filed or caused to be filed on a timely basis all material Tax Returns with respect to Purchased Asset Taxes that are required to be filed and all such Tax Returns are correct and complete in all material respects; and (ii) paid or have caused to be paid all material Purchased Asset Taxes that are due and payable. Seller has withheld, collected or deposited all material Purchased Asset Taxes required to be withheld, collected or deposited. There is no action, suit, proceeding, investigation, audit, or claim now pending with respect to any Purchased Asset Tax and there are no outstanding agreements extending the statutory period of limitation applicable to any claim for, or the period for the collection or assessment of, Purchased Asset Taxes. There are no liens for any Tax on the Purchased Assets, except for Taxes not yet due and payable or that are being contested in good faith by appropriate proceedings. The representations in this Section 7(i) constitutes Seller's sole representations with respect to Taxes or Tax matters.

(j) Transferred Business Contracts.

(i) As of the date hereof, (A) each Transferred Business Contract is in full force and effect, (B) each Transferred Business Contract represents the legal, valid, and binding obligation of Seller and, to the Knowledge of Seller, represents the legal, valid, and binding obligation of the other parties thereto, in each case enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, moratorium, reorganization, fraudulent transfer, and other Laws affecting creditors' rights generally, and to general equitable principles, and (C) Seller has not provided nor received any notice of any intention to terminate, repudiate, or cancel any Transferred Business Contract. Seller is not and to the Knowledge of Seller, any other party thereto is not, in material breach of, or default under, any Transferred Business Contract.

(ii) True, correct, and complete copies of all Transferred Business Contracts, as of the date hereof, have been made available to Buyer in a redacted form. Appendix B contains a correct, current, and complete list of all Contracts to which Seller is a party and in which the primary purpose of the Contract is the provision of the CM Service. Seller does not provide the CM Service, except under the Contracts listed in Appendix B.

(iii) As of the date hereof, no customer that is party to a Transferred Business Contract (each a "Business Customer") has terminated its relationship with Seller under such Transferred Business Contract, nor has Seller received any notice in writing, that any Business Customer intends to do so. Seller is not involved in any material dispute with any Business Customer relating to the Business. To the Knowledge of Seller, the information included in the Customer Data is correct and complete in all material respects.

(k) No Additional Representations or Warranties. None of Seller and its Representatives and Affiliates (i) has made, and none of such persons is making, any representation or warranty whatsoever to Buyer or its Affiliates, relating to or with respect to the

Purchased Assets, the Business, Seller, or this Agreement, or the transactions contemplated herein, other than the representations and warranties set forth in this Section 7, or (ii) is relying on any statements made by or on behalf of Buyer or any of its Affiliates, other than the representations and warranties set forth in Section 8. Seller shall not be liable in respect of the accuracy or completeness of any information provided to Buyer or its Affiliates, or its or their directors, officers, employees, stockholders, partners, members, or Representatives (except the specific representations and warranties of Seller set forth in this Section 7 or in the other Transaction Documents).

Section 8. Representations and Warranties of Buyer. Buyer represents and warrants to Seller as follows:

(a) Organization and Good Standing. Buyer is a corporation, duly organized, validly existing, and in good standing under the Laws of the State of Minnesota.

(b) Authorization; Enforceability. Buyer has the requisite corporate power and authority to execute and deliver this Agreement and each of the Transaction Documents to which Buyer is a party and to duly and validly perform its obligations hereunder and thereunder. All company and other similar action on the part of Buyer necessary for the authorization, execution, delivery, and performance of this Agreement and each of the other Transaction Documents to which Buyer is a party and the performance of all obligations of Buyer hereunder and thereunder has been duly and validly taken, and no other organizational proceeding or action on the part of Buyer is necessary to authorize the execution, delivery of, and performance by Buyer under this Agreement or any of the Transaction Documents to which it is a party, or the consummation of the transactions contemplated by the Transaction Documents to which it is a party. This Agreement and the other Transaction Documents each constitutes, or when executed and delivered will constitute, a valid and legally binding obligation of Buyer, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, moratorium, reorganization, fraudulent transfer, and other Laws affecting creditors' rights generally and to general equitable principles. No consent, notice, waiver, approval, order or authorization of, or registration, declaration, filing or notification with any Governmental Body or any third party is required by, or with respect to, Buyer in connection with the execution, delivery, and performance by Buyer of this Agreement or any of the Transaction Documents to which Buyer is a party.

(c) No Conflict. The authorization, execution, delivery, and performance by Buyer of any Transaction Documents to which it is a party and the consummation of the transactions contemplated hereby and thereby will not result in any violation of or be in conflict with or constitute, with or without the passage of time or giving of notice or both, a default under any provision of (i) Buyer's certificate of incorporation, bylaws, or other governing documents; (ii) any Law, or Order to which Buyer or any of its Affiliates is a party or by which it or they or any of its or their assets or properties are bound; or (iii) any Contract to which Buyer is a party or by which it or any of its assets or properties are bound other than, in the case of clauses (b) and (c), as would not have a material adverse effect on Buyer's ability to consummate the transactions contemplated by this Agreement.

(d) Governmental Authorities; Consents. Assuming the representations and warranties of Seller in Section 7(d) are true and correct in all respects, neither the execution, delivery, and performance by Buyer of this Agreement or any other Transaction Document nor the consummation of any transactions contemplated hereby or thereby requires the Consent of any Governmental Body or any other Person, other than Consents that, if not obtained or made, would not, individually, or in the aggregate, have a material adverse effect on Buyer's ability to perform its obligations under this Agreement or any of the other Transaction Documents to which Buyer is or will be a party.

(e) Litigation. There are no Proceedings pending or, to the knowledge of Buyer, currently threatened in writing against Buyer (i) challenging the validity of this Agreement or the right of Buyer to enter into or to consummate the transactions contemplated hereby or by any of the Transaction Documents, or (ii) challenging or seeking to prevent, enjoin, or otherwise delay the transactions contemplated hereby or by any of the Transaction Documents. As of the date hereof, Buyer is not subject to any Order that would have a material adverse effect on Buyer's ability to consummate the transactions contemplated hereby or by any of the Transaction Documents.

(f) Financial Ability. Buyer has, and will have on the Closing Date and the Deferred Payment Date, sufficient cash, available lines of credit or other sources of immediately available funds to pay in cash the Closing Payment and the Deferred Payment, respectively, in accordance with the terms hereof and all other amounts to be paid by Buyer hereunder to consummate the transactions contemplated by this Agreement and the other Transaction Documents and to satisfy all other costs and expenses incurred by the Buyer in connection herewith or therewith. The funds used to pay the Purchase Price to the Seller are not, to Buyer's knowledge, derived from illegal activity, including but not limited to money laundering or terrorist financing, bribery or corruption, or noncompliance with applicable Sanctions.

(g) Brokers' Fees. No broker, finder, investment banker, financial advisor, or other Person is entitled to any brokerage fee, finders', investment banker's, or financial advisor's fee, or other commission in connection with the transactions contemplated by this Agreement based on arrangements made by Buyer or any of its Affiliates.

(h) Independent Evaluation. Buyer and its Affiliates are experienced and knowledgeable investors in the industry related to the Business. In making the decision to enter into this Agreement and to consummate the transactions contemplated hereby, Buyer has relied only on (i) its own independent due diligence investigation of the Purchased Assets and Assumed Liabilities, (ii) the representations and warranties made by Seller in this Agreement and the instruments and agreements delivered hereunder, respectively, and (iii) Buyer's own expertise and the advice of its other professional counsel concerning this transaction, the Purchased Assets, the Assumed Liabilities, and the value thereof.

(i) No Additional Representations or Warranties. None of Buyer and its Representatives and Affiliates (i) has made, and none of such persons is making, any representation or warranty whatsoever to Seller or its Affiliates relating to or with respect to the Buyer or this Agreement or the transactions contemplated herein, other than the representations and warranties set forth in this Section 8, or (ii) is relying on any statements made by or on behalf of Seller or any of its Affiliates, other than the representations set forth in Section 7. Buyer shall not be liable in respect of the accuracy or completeness of any information provided to Seller or its Affiliates, or its or their directors, officers, employees, stockholders, partners, members, or Representatives (except the specific representations and warranties of Buyer set forth in this Section 8 or in the other Transaction Documents).

Section 9. Covenants

(a) Confidentiality

(i) Each Party will not, and will direct its Representatives not to disclose, provide access to, transfer, or otherwise make available any Confidential Information of the other Party to a third party, other than as may be reasonably necessary for the exercise of its rights or the performance of its obligations set out in the Transaction Documents, or as otherwise expressly provided in any of the Transaction Documents. Each Party agrees to take reasonable measures to maintain the confidentiality and security of all Confidential Information of the other Party, or to which it or they otherwise have access, using at least the same

degree of care as such Party uses to protect its own proprietary information of a similar nature and in any event not less than a reasonable standard of care.

(ii) Notwithstanding the restrictions set forth in Section 9(a)(i), each Party may disclose Confidential Information of the other Party to such Party's and its Affiliates' Representatives if and to the extent that such Representatives need to know such Confidential Information in order to exercise such Party's rights or perform such Party's obligations under the Transaction Documents; provided that such Representatives are subject to confidentiality obligations (which, for clarity, may include duties of confidence of professional advisors) to such Party in respect of such Confidential Information that are no less stringent than the confidentiality obligations set forth in this Section 9(a).

(iii) Notwithstanding anything herein to the contrary, it is understood and agreed that nothing in this Agreement prevents the Seller from making available to its or its Affiliates' applicable regulatory authorities any Confidential Information that may be in its possession in the course of any applicable supervision and examination process and subject to the confidentiality protections afforded thereto under applicable Law. If a Party or any of its Representatives otherwise determines it is compelled by applicable Law (including being subject to a regulatory request or requirement) to disclose any Confidential Information of the other Party, then, to the extent reasonably practicable and otherwise permitted by applicable Law, such Party will: (A) promptly, and before such disclosure, notify the other Party in writing of such requirement so that the other Party can seek an injunction, protective order, or other remedy, and (B) provide reasonable assistance to the other Party (at the other Party's expense) in opposing such disclosure or seeking an injunction, protective order, or other limitations on disclosure; provided that nothing herein shall require the cooperating Party to initiate directly any court Proceedings. If the other Party waives its rights under this paragraph or, after providing the notice and assistance to the extent required under this paragraph, a Party determines it or its Representative remains required by applicable Law (including pursuant to a regulatory request or requirement) to disclose any Confidential Information, then such Party or its Representative will disclose only that portion of the Confidential Information that it is (in the opinion of its counsel) legally required to disclose.

(iv) For clarity, the terms of this Section 9(a) are effective from and after the date of this Agreement, including after the Closing Date.

(b) Wrong-Pockets.

(i) If at any time after the Closing, Buyer or any of its Affiliates shall identify, receive, or otherwise possess any asset or liability that should belong to Seller or any Affiliate thereof pursuant to this Agreement (any such asset, a "Later Identified Excluded Asset", and any such liability, a "Later Identified Excluded Liability"), then Buyer shall promptly notify Seller in writing of such Later Identified Excluded Asset or Later Identified Excluded Liability and transfer, convey, assign, and deliver to Seller, or cause to be transferred, conveyed, assigned, or delivered to Seller, for no additional consideration, such asset or liability to Seller. Such Later Identified Excluded Assets or Later Identified Excluded Liability will be deemed to have been assets or liabilities of Seller for purposes of this Agreement and any applicable Transaction Document, effective as of the date of transfer, conveyance, assignment, and delivery to Seller.

(ii) If at any time after the Closing, Seller shall identify, receive, or otherwise possess any asset or liability that should belong to Buyer pursuant to

this Agreement (any such asset, a “Later Identified Asset”, and any such liability, a “Later Identified Assumed Liability”), then Seller shall promptly notify Buyer in writing of such Later Identified Asset or Later Identified Assumed Liability and transfer, convey, assign, and deliver to Buyer, or cause to be transferred, conveyed, assigned, or delivered to Buyer, for no additional consideration, such asset or liability to Buyer or its Affiliates, as applicable. Such Later Identified Asset or Later Identified Assumed Liability will be deemed to have been assets or liabilities of Buyer for purposes of this Agreement and any applicable Transaction Document, effective as of the date of transfer, conveyance, assignment, and delivery to Buyer.

(iii) Prior to any such transfer of Later Identified Excluded Assets or Later Identified Assets pursuant to Section 9(b)(i) or Section 9(b)(ii), Seller and Buyer agree that the Person receiving or possessing such assets shall hold such assets in trust for the Person to whom such assets should rightfully belong pursuant to this Agreement. All right, title, and interest in and to such assets shall be conveyed to the rightful owner at the time of transfer, and such assets will be deemed to have been the assets of the rightful owner for purposes of this Agreement and any applicable Transaction Document, effective as of the date of transfer, conveyance, assignment, or delivery.

(iv) If at any time there exist (i) assets that any Party discovers were, contrary to the agreements among the Parties, by mistake or unintentional or other omission, transferred to Buyer or any of its Affiliates or retained by Seller or (ii) liabilities that any Party discovers were, contrary to the agreements among the Parties, by mistake or unintentional or other omission, assumed by Buyer or any of its Affiliates or retained by Seller, then the Parties shall cooperate in good faith to effect the transfer or retransfer of such misallocated assets, and/or the assumption or reassumption of misallocated liabilities, to or by the appropriate Person as promptly as practicable and shall not use the determination that remedial actions need to be taken to alter the original intent of the Parties with respect to the assets to be transferred to or liabilities to be assumed by Buyer or any of its Affiliates or retained by Seller. Each Party shall reimburse the other Party or make other financial adjustments or other adjustments to remedy any mistakes or omissions relating to any of the assets transferred or any of the liabilities assumed or retained pursuant to this Section 9(b).

(c) Public Announcements. Except as otherwise expressly contemplated by this Agreement, and except for the separate or joint press releases to be issued by the Parties in the forms agreed by the Parties (or any public statement or disclosure that contains or reflects only such information as was previously disclosed in press releases or other public disclosures made in accordance with this Section 9(c)), none of Buyer, Seller, and their respective Affiliates shall issue any press release or otherwise make any public statements or disclosure with respect to the transactions contemplated by this Agreement and the Transaction Documents without the prior written consent of the other Party. Notwithstanding the forgoing, to the extent such disclosure is required by applicable Law, the Party seeking to make such disclosure shall, to the extent permitted by Law, promptly notify the other Party thereof, and the Parties shall use efforts reasonable under the circumstances to cause a mutually agreeable release or announcement to be issued. Any disclosures by Buyer that are required under the U.S. federal securities laws shall be subject to Seller’s review and comments prior to filing, and Buyer shall consider Seller’s reasonable comments in good faith.

(d) Termination of Overhead and Shared Services. Buyer acknowledges and agrees that, except as otherwise expressly provided in the Transition Services Agreement, effective as of the Closing Date all Overhead and Shared Services provided to the Business shall

cease, and none of Seller or its Affiliates shall have any further obligation to provide any such Overhead and Shared Services to the Business.

(e) Bulk Sales. Buyer hereby waives compliance by Seller with the provisions of any bulk sales, bulk transfer, or similar Laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to Buyer.

(f) Restrictions on Service Offering.

(i) For the period commencing on the Closing Date and ending on the date that is thirty (30) calendar months thereafter (the "Restricted Period"), Seller shall cause the Payments business of the Commercial & Investment Bank business segment of JPMorgan Chase & Co., under the individual (whose name is set forth on Section 9(f)(i) of the Disclosure Letter) who is currently Global Co-Head (the "Payments Business"), not to, directly or indirectly, (A) provide the Restricted Service (as defined below) within the United States of America (the "Restricted Territory"), or (B) solicit customers to purchase or subscribe for the Restricted Service, or otherwise market or sell the Restricted Service, within the Restricted Territory, or (C) advise or otherwise knowingly assist any Person to provide, market or sell the Restricted Service within the Restricted Territory. Notwithstanding the foregoing or anything herein to the contrary, nothing contained in this Section 9(f) shall prevent the Payments Business from making or otherwise receiving or holding an investment in the securities of any entity that engages in the Restricted Service or acquiring or otherwise obtaining Control of any entity that engages in the Restricted Service (and continuing to own or Control such entity while it is engaged in the Restricted Service); provided that (x) the primary purpose of the Payments Business in making, receiving, or holding such investment or acquiring or obtaining such Control shall not be to engage in the business of providing, marketing, or selling the Restricted Service; and (y) the primary business of such entity shall not be providing, marketing, or selling the Restricted Service. For purposes hereof, the term "Restricted Service" shall mean an electronic check conveyance service offered on a two-sided network (whether implemented using a distributed ledger platform or another database architecture), which enables an institutional customer to send messages on the network to instruct a service provider to print and image checks and then deliver such check images via electronic means to institutional lockbox users that have been onboarded onto (and whose lockboxes are linked to) the network. For clarity, nothing in this subsection will restrict Seller from performing its obligations under the Transition Services Agreement.

(ii) Seller acknowledges that (A) their obligations under this Section 9(f) are reasonable in the context of the nature of the transaction contemplated hereby and the competitive injuries that might be sustained by Buyer if Seller were to violate such obligations, (B) the obligations and restrictions set forth under this Section 9(f) are adequately supported by consideration from Buyer payable hereunder, and (iii) the foregoing makes it necessary and reasonable for the protection of the Purchased Assets that Seller not engage in such activities for the Restricted Period and within the Restricted Territory (as applicable) contained herein. Accordingly, Seller acknowledges and agrees that the remedy at Law available to Buyer for breach of Seller's obligations under this Section 9(f) might be inadequate; therefore, in addition to any other rights or remedies that Buyer may have at Law or in equity, temporary and permanent injunctive relief might be granted in any action which may be brought to enforce any provision contained under this Section 9(f). If it is finally judicially determined that Seller has violated this Section 9(f), then the Restricted Period applicable to each obligation

that Seller has been determined to have violated will automatically be extended by a period of time equal in length to the period during which such violation or violations occurred.

(g) Further Assurances. Following the Closing, and subject to the terms and conditions of this Agreement, each of Buyer and Seller shall, and Buyer and Seller shall direct their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions hereof, record, and perfect title of Buyer in the Purchased Assets, and give effect to the transactions contemplated by this Agreement.

(h) For a period of sixty (60) days after the Cutover (as defined in the Transition Services Agreement), upon Buyer's reasonable written request, Seller shall reasonably promptly (but in any event no later than five (5) Business Days after receipt of such written request), provide Buyer with reasonable access to historical transaction data, in the possession of the Seller, from the past sixty (60) days prior to such written request, relating to the Business Customers under the Transferred Business Contracts, to the extent such access is (A) reasonably necessary for Buyer to provide services to, collect payments from, and/or resolve any disputes with such Business Customers; (B) permitted by applicable Law; (C) not in conflict with any of Seller's contractual obligations or privacy or data use policies; and (D) required under the Transferred Business Contracts. To the extent such data is not in the possession of Seller, Seller shall use commercially reasonable efforts to obtain and provide such data to Buyer. Any such information will be deemed Confidential Information of Seller pursuant to Section 9(a) of this Agreement. For clarity, Seller will have no obligation under this paragraph to decrypt any encrypted information for which the applicable encryption keys are not in Seller's possession or control.

(i) For a period of twelve (12) months following the Closing, the Payments Business shall not (A) cause any JPMC Business Customer to terminate or resign from (as contemplated by the applicable Transferred Business Contract) the CM Service of Buyer or (B) direct any JPMC Business Customer to reduce the volume of transactions submitted to the CM Service of Buyer; provided that (A) and (B) shall not apply (i) in the event of Buyer's material breach of any applicable Transferred Business Contract or any superseding agreement(s); (ii) if such termination(s), resignation(s), or reduction(s) are caused by actions undertaken by or at the direction of Buyer or any External Client; or (iii) to actions taken for purposes of Seller's compliance with applicable Law or *bona fide* internal risk standards or taken in furtherance of Seller's *bona fide* business objectives. For purposes of this paragraph, the term "JPMC Business Customer" shall mean each of the following businesses: (x) the Chase Billpay business of the Consumer & Community Banking business segment, (y) the Lockbox business of the Commercial & Investment Bank business segment, and (z) the Check Disbursement business of the Commercial & Investment Bank business segment (where the term "business segment" means a reportable business segment of JPMorgan Chase & Co.).

(j) Notwithstanding anything to the contrary, if Buyer does not pay, or cause to be paid, the Deferred Payment by the Deferred Payment Date in accordance with Section 2, and thereafter does not pay, or cause to be paid, the Deferred Payment within ten (10) Business Days after receiving written notice of such default, then Seller may, in its sole discretion, terminate its obligations under Section 9(f) and Section 9(i) upon written notice to Buyer.

Section 10. Remedies.

(a) Except as otherwise provided in this Agreement, any and all remedies herein expressly conferred upon a Party shall be deemed cumulative with and not exclusive of any other remedy expressly conferred hereby, and the exercise by a Party of any one such remedy will not preclude the exercise of any other such remedy to the extent available at law or equity.

(b) The Parties agree (subject to the other provisions of this Section 10) that damage might occur in the event that any provision of this Agreement were not performed in accordance with its terms and that, although monetary damages may be available for such a breach, monetary damages would be an inadequate remedy therefor. Accordingly, each of the Parties agrees that, in the event of any breach or threatened breach of any provision of this Agreement by such Party, the other Party shall be entitled to seek an injunction or injunctions, specific performance, and other equitable relief to prevent or restrain breaches or threatened breaches hereof and to specifically enforce the terms and provisions hereof. In the event that any Proceeding should be brought in equity to enforce the provisions of this Agreement, each Party agrees that it shall not allege, and each Party hereby waives the defense, that there is an adequate remedy available at law or that an award of specific performance is not an appropriate remedy for any reason at law or equity.

Section 11. No Assignability of Assets.

Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any Transferred Business Contracts that are part of the Purchased Assets or any claim or right or any benefit arising thereunder or resulting therefrom if an attempted assignment or transfer thereof, without the Consent of a third party thereto, would constitute a breach or default thereof or give rise to a right of termination or cancellation thereunder, or in any way materially adversely affect the rights of the Buyer thereunder. If such Consent is not obtained, or if an attempted assignment thereof would be ineffective or would materially adversely affect the rights of the Buyer thereunder, then the Seller and the Buyer will use commercially reasonable efforts to enter into alternative reasonable arrangements (to be effective until such time as Seller has the right to terminate such Transferred Business Contract), to the extent commercially practicable and not in violation of applicable Law or Contract, under which (i) the Buyer will obtain the economic claims, rights, and benefits under any such Transferred Business Contract or claim or right thereunder, and (ii) the Buyer shall assume any related economic burden with respect to such Purchased Assets, including any Taxes, except with respect to any Excluded Liability.

Section 12. Survival; Indemnification.

(a) Survival. The Parties, intending to modify any applicable statute of limitations, agree that (i) the representations and warranties set forth in this Agreement or in any certificate delivered pursuant hereto shall survive the Closing in full force and effect for twelve (12) months from and after the Closing Date and (ii) each covenant and agreement set forth in this Agreement or in any certificate or instrument delivered pursuant hereto, which covenant by its terms is to be performed or complied with, in whole or in part, following the Closing, shall survive the Closing and remain in full force and effect in accordance with their respective terms until fully performed; in any event at which time such representations, warranties, and covenants shall terminate and no claims shall be made for indemnification under this Section 12; provided that (A) the Fundamental Representations of each Party (other than the Fundamental Representations of Seller set forth in Section 7(h)(ii)) shall survive in full force and effect through the date that is ninety (90) days following the expiration of the applicable statute of limitations, (B) the Fundamental Representations of Seller set forth in Section 7(h)(ii) shall survive the Closing in full force and effect for thirty-six (36) months from and after the Closing Date and the representations of Seller set forth in Section 7(h)(iv) shall survive the Closing in full force and effect for twenty-four (24) months from and after the Closing Date. No Party or any of its respective Affiliates shall have any liability with respect to any representation, warranty, covenant, or agreement from and after the time that such representation, warranty, covenant, or agreement set forth in this Agreement ceases to survive hereunder unless a claim is made prior to

the expiration of such survival period, in which case such claim and associated right to indemnification will not terminate before final determination and satisfaction of such claim.

(b) Indemnification by Seller. From and after the Closing, Buyer and its Affiliates, officers, directors, employees, agents, Representatives, successors, and assigns, and any other persons acting on behalf of any of the foregoing persons (each, a “Buyer Indemnified Party”) shall be paid, reimbursed, and indemnified and held harmless by Seller for and against any Losses to the extent arising out of or resulting from any (i) breach of any Fundamental Representations of Seller; (ii) breach of any other representations and warranties of Seller set forth in Section 7 or in any certificate delivered pursuant hereto; (iii) breach of any covenants of Seller in this Agreement (or any failure of its Affiliates or Representatives, if applicable, to comply with any applicable provisions set forth herein); and (iv) any Excluded Liability; provided that, except in the case of Fraud, (A) the Buyer Indemnified Parties shall not be entitled to an indemnity pursuant to clause (ii) of this Section 12(b) for any Losses unless and until the aggregate amount of all such Losses incurred or suffered by Buyer Indemnified Parties exceeds the Seller Deductible and then only for the amount of such excess, and (B) in no event shall the aggregate indemnification to be paid by Seller (x) pursuant to clause (ii) of this Section 12(b) (other than with respect to the breach of any representations and warranties of Seller set forth in Section 7(h)(iv)) exceed the Seller General Cap, (y) pursuant to clause (ii) of this Section 12(b) solely with respect to the breach of any representations and warranties of Seller set forth in Section 7(h)(iv), exceed the Seller Special Cap, or (z) pursuant to clauses (i), (ii), and (iii) of this Section 12(b) exceed the Purchase Price actually received by Seller.

(c) Indemnification by Buyer. From and after the Closing, Seller and its Affiliates, officers, directors, employees, agents, Representatives, successors, and assigns (and any other persons acting on behalf of any of the foregoing persons) (each, a “Seller Indemnified Party” and each of a Buyer Indemnified Party and a Seller Indemnified Party, an “Indemnified Party”) shall be paid, reimbursed, and indemnified and held harmless by Buyer for and against any Losses to the extent arising out of or resulting from any (i) breach of any Fundamental Representations of Buyer; (ii) breach of any other representations and warranties of Buyer set forth in Section 8 or in any certificate delivered pursuant hereto; (iii) breach of any covenants of Buyer in this Agreement (or any failure of its Affiliates or Representatives to comply with any applicable provisions set forth herein); and (iv) Assumed Liability; provided that, except in the case of Fraud (or, solely with respect to clauses (A), and (B)(y) below, a breach of Section 2 by Buyer), (A) the Seller Indemnified Parties shall not be entitled to an indemnity pursuant to clause (ii) of this Section 12(c) for any Losses unless and until the aggregate amount of all such Losses incurred or suffered by Seller Indemnified Parties exceeds the Buyer Deductible and then only for the amount of such excess, and (B) in no event shall the aggregate indemnification to be paid by Seller pursuant to (x) clause (ii) of this Section 12(c) exceed the Buyer General Cap, and (y) clauses (i), (ii), and (iii) of this Section 12(c) exceed the Purchase Price.

(d) Certain Damages. In no event shall any Indemnifying Party be liable to any Indemnified Party for any punitive, exemplary, consequential, special or indirect damages, loss of business reputation or opportunity, diminution of value, or any damages calculated using or based on any type of multiple of profits or cash flow or similar valuation methodology; provided that the limitation on such damages in the first sentence of this Section 12(d) shall not apply to claims (A) by third parties against any Indemnified Party in which such damages are awarded to such third party, (B) for any breach of Section 2 by Buyer, for any breach of Section 9(a) or Section 9(c) by either Party, or any breach of Section 9(f) by Seller, or (C) for any infringement, misappropriation, or other violation of Intellectual Property Rights in the Application by either Party or for any breach of Section 5 by either Party.

(e) Materiality. Notwithstanding anything contained in this Agreement to the contrary, solely for the purposes of determining the amount of Losses, each representation, warranty, covenant, and agreement made by Seller will be deemed made without any

qualifications or limitations as to materiality and, without limiting the foregoing, the word “material” and “material adverse effect” and words of similar import will be deemed deleted from any such representation, warranty, covenant, or agreement.

(f) Indemnification Procedure. Except in the case of Fraud, from and after the Closing, the rights afforded by this Section 12 shall be the sole and exclusive remedy of the Indemnified Parties for breaches of this Agreement, except as otherwise expressly set forth in this Agreement. Promptly after incurring, or becoming aware of the anticipated incurrence of, any Losses by an Indemnified Party, the Indemnified Party shall deliver to the other Party (the “Indemnifying Party”) written notice describing, to the extent known, the basis for the anticipated Losses, including: (i) whether the claim is solely between the Parties hereto for a breach of this Agreement, and (ii) any claims made or threatened to be made by third parties against an Indemnified Party (a “Third Party Claim”). Upon receipt of notice for any Third Party Claim seeking only monetary damages not in excess of the Purchase Price actually received by Seller, if the Indemnifying Party acknowledges in writing its indemnity obligation and assumes and holds such Indemnified Party harmless from and against the full amount of any Loss resulting therefrom, the Indemnifying Party shall have ten (10) Business Days to assume the conduct and control of the settlement of or defense against such Third Party Claim, through counsel reasonably acceptable to the Indemnified Party at the expense of the Indemnifying Party (and the Indemnified Party shall be permitted to participate in such settlement or defense through its own counsel). If the Indemnifying Party does not assume the conduct and control of the settlement of or defense against such Third Party Claim within such ten (10) Business Day period, the Indemnified Party may contest, settle, or compromise the Third Party Claim and shall not thereby waive any right to indemnity therefor pursuant hereto. The settlement of any Third Party Claim must first be approved in writing by the Indemnified Party unless such settlement (x) is entirely indemnifiable by the Indemnifying Party pursuant hereto (and the Indemnifying Party agrees to pay the settlement amount), (y) includes from the Person or Persons asserting such Third Party Claim an unconditional release of all Indemnified Parties from all liability with respect to such Third Party Claim, and (z) does not impose any injunctive relief or other restrictions of any kind or nature on any Indemnified Party.

Section 13. Tax Matters

(a) With respect to any Straddle Period, the Purchased Asset Taxes attributable to the Pre-Closing Tax Period shall be (i) in the case of Taxes that are levied on sales or imposed on a transactional basis, deemed equal to the amount which could be payable if the taxable period ended on the Closing Date, and (ii) in the case of Taxes imposed on a periodic basis, deemed to be the amount of such Purchased Asset Taxes for the entire Straddle Period multiplied by a fraction the numerator of which is the number of days in the Straddle Period ending on the Closing Date and the denominator of which is the number of days in the entire Straddle Period. Seller shall be entitled to any refunds actually received with respect to any Purchased Asset Tax that arises out of or is related to any Pre-Closing Tax Period. If Buyer or its Affiliates receives a refund of Purchased Asset Taxes to which Seller is entitled pursuant to this Section 13(a), such recipient shall forward to Seller the amount of such refund, net of any reasonable and documented out-of-pocket costs or expenses incurred by such recipient Party in procuring such refund, within fifteen days after such refund is received.

(b) From and after the Closing Date, Buyer shall be responsible for paying any Purchased Asset Taxes that become due and payable after the Closing Date (giving effect to applicable extensions) and shall timely file with the appropriate Governmental Body any and all Tax Returns required to be filed after the Closing Date with respect to such Purchased Asset Taxes. To the extent any such Tax Return relates to Straddle Period, Buyer shall submit such Tax Return to Seller for its review and comment reasonably in advance of the due date therefor and timely file each such Tax Return, incorporating any reasonable comments received from Seller reasonably in advance of the due date therefor. Seller shall pay to Buyer three days prior

to the due date of such Tax Return the portion of the Purchased Asset Tax liability shown as due on such Tax Return that is attributable to the portion of the Straddle Period that ends on the Closing Date as determined pursuant to Section 13(a).

(c) The Parties hereby waive compliance with the provisions of any so-called “bulk sale law”, “bulk transfer law”, or similar Laws of any jurisdiction (“Bulk Transfer Laws”) in connection with the transfer of the Purchased Assets pursuant to this Agreement, and agree that no Party shall make any filings with respect to Bulk Transfer Laws.

(d) All Transfer Taxes shall be borne by Buyer, whether levied on Buyer (or any of its Affiliates) or Seller; provided, however, that if Seller is primarily responsible under applicable Law for reporting and/or remitting any Transfer Taxes, then, at least five Business Days prior to the due date of such Transfer Taxes, Buyer shall pay the amount of such Transfer Taxes to Seller, and Seller shall remit such Transfer Taxes to the applicable Governmental Body. Buyer shall otherwise be responsible for preparing and timely filing any Tax Returns required with respect to any such Transfer Taxes. The Parties shall cooperate with each other in order to minimize applicable Transfer Taxes in a manner that is mutually agreeable and in compliance with applicable Law, and shall execute such documents, agreements, applications, instruments, or other forms as reasonably required, and shall permit any such Transfer Taxes to be assessed and paid in accordance with applicable Law.

(e) Buyer and Seller shall allocate the Purchase Price actually received by Seller (and any other amounts constituting consideration for U.S. federal income tax purposes) among the Purchased Assets in a manner consistent with Section 1060 of the Code and the Treasury Regulations thereunder (the “Allocation”). Buyer shall prepare and deliver to Seller for Seller’s review and comment a schedule containing the Allocation within ninety days following the preparation of a balance sheet reflecting the Purchased Assets dated as of Closing Date. If Seller notifies Buyer in writing that Seller objects to one or more items reflected in the Allocation within thirty days following Seller’s receipt of Buyer’s draft schedule containing the Allocation, the Parties shall use their commercially reasonable efforts to resolve any disagreements with respect to the draft Allocation within thirty days from the date of receipt by Buyer of any such written notice of Seller. If the Parties are unable to resolve such disagreement within such thirty-day period, determination of the final Allocation shall be made by a firm of reputable international independent public accountants to be jointly and in good faith selected by the Parties (the “Independent Expert”) within sixty days of receipt of written submissions from each of Seller and Buyer regarding its own proposed Allocation. The Independent Expert will make a final, conclusive, and binding determination based on the written submissions supplied by the Parties and pursuant to applicable Law. Each of Seller and Buyer shall be responsible for and pay one-half of any and all fees and expenses of the Independent Expert incurred pursuant to this Section 13(e). The Parties shall, and shall cause their respective Affiliates to, prepare and file all Tax Returns (including IRS Form 8594, Asset Acquisition Statement under Section 1060) in a manner consistent with the Allocation (as finally agreed or determined), unless otherwise required pursuant to a “determination” within the meaning of Section 1313(a) of the Code (or any analogous or similar provision of any state, local or non-U.S. Law) or as required pursuant to settlement of an audit with a taxing authority; provided, however, that no Party shall be unreasonably impeded in its ability and discretion to negotiate, compromise or settle any Tax examination, audit, claim, or similar proceedings in connection with the Allocation.

(f) Buyer shall not (and shall cause its Affiliates not to), without the prior written consent of Seller (which consent shall not be unreasonably withheld, conditioned or delayed), with respect to any Straddle Period, amend any Tax Return, make any voluntary disclosure with a Governmental Body, or initiate, discuss, negotiate or enter into any voluntary disclosure agreement (or any action substantively similar).

Section 14. Definitions.

- (a) “Affiliate” means a Person that directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under Common Control with, such specified Person.
- (b) “Application” means the Software and documentation described in Appendix A-1 and Appendix A-2.
- (c) “Business” means the development, operation, and maintenance of the Software referenced on Appendix A-1, including (i) through the use of the Software referenced on Appendix A-2 in support thereof, and (ii) the performance of obligations and exercise of rights under the Transferred Business Contracts.
- (d) “Business Day” means each day that is not a Saturday, Sunday or other day on which banking institutions located in New York, New York are authorized or obligated by Law or executive order to close.
- (e) “Buyer Deductible” has the meaning set forth in Section 12(c) of the Disclosure Letter.
- (f) “Buyer General Cap” has the meaning set forth in Section 12(c) of the Disclosure Letter.
- (g) “Closing Payment” means an amount in cash equal to Twelve Million Five Hundred Thousand Dollars (\$12,500,000.00).
- (h) “CM Service” means an electronic check conveyance service on a two-sided network offered by Seller, which enables institutional customers to send messages, via the network, to Seller to instruct Seller to print and image checks and then deliver such check images via electronic means to institutional lockbox users of such network.
- (i) “Code” means the United States Internal Revenue Code of 1986, as amended.
- (j) “Confidential Information” means any and all information disclosed, accessed, or acquired in connection with the transactions contemplated by this Agreement; provided that for clarity, (a) all Software and related documentation referenced on Appendix A-1 is Confidential Information of Seller until the Closing and will be Confidential Information of Buyer from and after the Closing, and (b) all Seller-Retained Licensed Software is (and after the Closing will remain) Confidential Information of Seller; and provided further that the term “Confidential Information” of a Party does not include information that:
 - (i) is or becomes publicly available other than through a direct or indirect act or omission of the other Party or its Representatives in violation of this Agreement;
 - (ii) (other than Software and related documentation referenced on Appendix A-1 after the Closing) is already known to the other Party or its Representative at the time of its disclosure to the other Party or its Representative and is not known by the other Party or its Representative to be the subject of an obligation of confidence of any kind;
 - (iii) (other than Software and related documentation referenced on Appendix A-1 after the Closing) has been independently developed or obtained by or on behalf of the other Party or its Representative; or

(iv) (other than Software and related documentation referenced on Appendix A-1 after the Closing) is received by the other Party or its Representative in good faith without an obligation of confidence of any kind from a third party who the other Party or its Representative had no reason to believe was not lawfully in possession of such information free of any obligation of confidence of any kind, but only until the other Party subsequently comes to have reason to believe that such information was subject to an obligation of confidence when originally received.

(k) “Consent” means any approval, consent, ratification, waiver, or other authorization of, notice to or registration, qualification, designation, declaration or filing with, any Person, including, any Governmental Body.

(l) “Contract” means any written or oral contract, indenture, note, bond, lease, guarantee, option, license, instrument, mortgage, obligation, commitment, arrangement, or other agreement that is legally binding, and any amendments or modifications thereto.

(m) “Control” (including the terms “Controlled by” and “under Common Control with”) means the possession, directly or indirectly, or as trustee or executor, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, as trustee or executor, by Contract or otherwise.

(n) “Decentralized Application and Platform Services” means the Software of the Kinexys Platform that performs business logic services, transaction processing and orchestration, and blockchain node interaction.

(o) “Deferred Payment” means an amount in cash equal to Twelve Million Five Hundred Thousand Dollars (\$12,500,000.00).

(p) “Deferred Payment Date” means the date that is one hundred eighty (180) days after the Closing Date.

(q) “Disclosure Letter” means the disclosure letter delivered by Seller to Buyer concurrently with the execution of this Agreement.

(r) “Encumbrance” means any lien, mortgage, easement, encroachment, option, right of first offer, license, preemptive right, collateral assignment, charge, pledge, security interest, claim, hypothecation, assessment, deed of trust, or other similar encumbrance or restriction.

(s) “External Client” means any party to a Transferred Business Contract except Buyer or Seller or any of Seller’s Affiliates.

(t) “Fraud” means with respect to any party hereto, any actual and intentional common law fraud with respect to the making of the express representations and warranties set forth in Section 7 and Section 8, as applicable, when made in this Agreement or in any certificate delivered pursuant hereto by such party, and not with respect to any other actual or alleged representation or warranty made orally or in writing (and does not include any equitable fraud claim, promissory fraud claim, or fraud claim based on unfair dealings, constructive knowledge, negligent misrepresentation, recklessness, or any similar theory).

(u) “Fundamental Representations” means (i) with regard to Seller, the representations of Seller set forth in Sections 7(a), (b), (c)(i)(A), (g), (h)(ii); and (ii) with regard to Buyer, the representations of Buyer set forth in Sections 8(a), (b), (c)(i), and (g).

(v) “GAAP” means U.S. generally accepted accounting principles, as consistently applied by Seller and its subsidiaries.

(w) “Governmental Body” means any federal, state, local, municipal, domestic, foreign, multinational, or other governmental or quasi-governmental authority, including any administrative, executive, judicial, legislative, regulatory, or taxing authority of any nature of any jurisdiction within or without the United States of America (including any governmental agency, branch, department, official, or entity, and any court or other tribunal).

(x) “Income Taxes” means all Taxes based upon, measured by, or calculated with respect to gross or net income, gross or net receipts or profits (including franchise Taxes and any capital gains, alternative minimum, and net worth Taxes, but excluding Purchased Asset Taxes and Transfer Taxes).

(y) “Intellectual Property Rights” means any and all intellectual property rights or similar rights arising from or associated with the following, whether protected, created, or arising under the Laws of the United States or any other jurisdiction, including: (i) issued patents and applications therefor, including any continuation, divisional, continuation-in-part or reissue of a patent application or any resulting patent, industrial design registrations and applications, design rights, and inventions (collectively, “Patents”), (ii) common law and statutory rights in trade names, trademarks, service marks, trade dress, and other indicia of source or origin (registered and unregistered), domain names and other Internet addresses or identifiers, trade dress and similar rights together with the goodwill connected with the use of and symbolized thereby, and all registrations and applications (including intent to use applications) for registration of any of the foregoing and renewals therefor (collectively, “Marks”), (iii) works of authorship (whether or not published), copyrights, designs and mask works, and all registrations (and any similar rights) and applications for registration of copyrights (collectively, “Copyrights”), (iv) Trade Secrets and rights under Contracts providing for the confidential treatment of information by third Persons, and (v) Software.

(z) “IRS” means the Internal Revenue Service.

(aa) “Kinexys Platform” means the blockchain platform on which the CM Service operates.

(ab) “Knowledge of Seller” means the actual knowledge of the individuals set forth on Section KS of the Disclosure Letter after reasonable inquiry of their direct reports.

(ac) “Legal Requirement” or “Law” means any federal, state, local, municipal, foreign, international, multinational, or other statute, law, legislation, constitution, rule, regulation, ordinance, principle of common law, treaty, or other requirement of any Governmental Body, including the rules of any stock exchange.

(ad) “Licensed Lines of Business” means the lines of business of Buyer and its Affiliates described on Appendix C and any businesses that are incidental thereto.

(ae) “Loss” or “Losses” shall mean, without duplication, (i) any and all claims, actions, causes of action, judgments, awards, penalties, liabilities, losses, Taxes, costs, or damages, reasonable fees, commissions, and expenses of attorneys, accountants, fiduciaries, and other professional advisors, whether involving a dispute solely between the Parties hereto or otherwise, (ii) any losses or costs incurred in investigating, defending, or settling any claim, action, or cause of action described in clause (i) of this definition, whether or not the underlying claim, action, or cause of action is actually asserted or is merely alleged or threatened, and (iii) failure by the Buyer to pay the Closing Payment or the Deferred Payment when due and payable in accordance with the terms of this Agreement.

(af) “Non-Recourse Party” means, with respect to a Party, any of such Party’s former, current, and future direct or indirect equity holders, or financing sources, Controlling Persons, directors, managers, officers, employees, incorporator, legal counsel, financial advisors, agents, Representatives, Affiliates, members, general or limited partners, successors or assignees

(or any former, current or future equity holder, Controlling Person, director, manager, officer, employee, legal counsel, financial advisors, agent, representative, Affiliate, member, general or limited partner, successor or assignee of any of the foregoing).

(ag) “Open Source License” means any license meeting the Open Source Definition (as promulgated by the Open Source Initiative) or the Free Software Definition (as promulgated by the Free Software Foundation), or any other license that permits Software subject to it to be freely used, modified, and shared or that requires as a condition of use, modification or distribution of the Software that the Software or other Software incorporated into, derived from, or distributed with the Software (i) be disclosed or distributed in source code form; (ii) be licensed for the purpose of making derivative works; or (iii) be redistributable at no or minimal charge. Open Source Licenses include any of the following licenses or distribution models similar to any of the following: GNU General Public License (GPL) or Lesser/Library GPL (LGPL), the Artistic License (e.g., PERL), the Mozilla Public License, the Netscape Public License, the Sun Community Source License (SCSL), the Sun Industry Source License (SISL), the MIT License, the Apache License, BSD licenses, any license approved by the Open Source Initiative, and any Creative Commons License.

(ah) “Operations and Controls” means the Software of the Kinexys Platform that performs: logging, monitoring, and alerting services; application and perimeter security monitoring; blockchain node monitoring; incident, change and problem management; database monitoring and orchestration; identity and access management services; capacity management; vulnerability management; client onboarding and customer service; resiliency management; operations governance and reporting; audit and risk assessments; and security operations.

(ai) “Order” means any award, decision, determination, injunction, judgment, order, decree, ruling, subpoena, writ, or verdict entered, issued, made or rendered by any court, administrative agency, or other Governmental Body or by any referee, arbitrator, or mediator.

(aj) “Overhead and Shared Services” means the ancillary or corporate shared services or processes that are provided to or used in both (i) the Business, and (ii) other businesses of Seller and its subsidiaries or Affiliates.

(ak) “Permitted Encumbrances” means (i) Encumbrances for Taxes, impositions, assessments, fees, or other governmental charges levied or assessed or imposed that are not yet due and payable or for Taxes that are being contested in good faith by appropriate proceedings and for which appropriate reserves (if any are appropriate under the circumstances) have been established in accordance with GAAP; (ii) Encumbrances arising under this Agreement or any of the Transaction Documents; (iii) Encumbrances created by or through Buyer; (iv) non-exclusive licenses of Intellectual Property Rights granted in the ordinary course of business; and (v) any other Encumbrances that are not, individually or in the aggregate, material to the Business or that will be released on or prior to the Closing Date.

(al) “Person” means any individual, firm, corporation, general or limited partnership, limited liability company, joint stock company, joint venture, estate, trust, incorporated or unincorporated association, organization, labor union or other entity, or Governmental Body.

(am) “Personnel” means all former and current employees, agents, consultants, and independent contractors of Seller.

(an) “Pre-Closing Tax Period” means any taxable period ending on or before the Closing Date and the portion of a Straddle Period ending on the Closing Date.

(ao) “Publicly Available Software” means any Software that contains, or is in any way derived (in whole or in part) from, any Software that is distributed under an Open Source License.

- (ap) “Purchase Price” means the Closing Payment plus the Deferred Payment.
- (aq) “Purchased Asset Taxes” means all *ad valorem*, real property, personal property, excise, sales, use, and similar Taxes based upon or measured by the acquisition, operation, or ownership of the Purchased Assets; provided that for the avoidance of doubt, the term “Purchased Asset Taxes” shall not include Income Taxes or Transfer Taxes.
- (ar) “Representatives” of any Person means such Person’s directors, managers, officers, employees, agents, attorneys, consultants, accountants, advisors, financing sources, or other Persons acting on behalf of such Person.
- (as) “Retained Rights” shall mean all rights and interests of “Participant”, “Client”, “Sending Participant”, and/or “Receiving Participant” (in each case as such terms may be defined in the Transferred Business Contracts where Seller or one of its Affiliates is identified as the party in such role (the “Affiliate Transferred Business Contracts”)) in the Affiliate Transferred Business Contracts.
- (at) “Rulebook” means the Rulebook-Liink by J.P. Morgan, version 3.0, effective as of September 30, 2023.
- (au) “Sanctions” means all economic or financial sanctions or trade embargoes imposed, administered, or enforced from time to time by (i) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, (ii) the European Union and its governmental authorities and relevant member states, (iii) the United Kingdom and its governmental authorities, including His Majesty’s Treasury, (iv) the United Nations Security Council, or (v) other relevant sanctions authority.
- (av) “Seller Deductible” has the meaning set forth in Section 12(b) of the Disclosure Letter.
- (aw) “Seller General Cap” has the meaning set forth in Section 12(b) of the Disclosure Letter.
- (ax) “Seller Special Cap” has the meaning set forth in Section 12(b) of the Disclosure Letter.
- (ay) “Seller-Retained Licensed Software” means the Software labelled as such on Appendix A-2.
- (az) “Software” means computer software programs and software systems, including databases, compilations, tool sets, compilers, higher level or “proprietary” languages, whether in source code, object code, or human readable form, all descriptions, flow-charts, and other work product used to design, plan, organize, maintain, support, or develop any of the foregoing, the technology supporting, and the contents and audiovisual displays on any websites, and all documentation, including programmers’ notes and source code annotations, user manuals and training materials relating to any of the foregoing, including any translations thereof.
- (ba) “Straddle Period” means any taxable period beginning on or prior to the Closing Date and ending after the Closing Date.
- (bb) “Tax” or “Taxes” means any federal, state, local, foreign, and other taxes, levies, fees, imposts, duties, assessments, including, without limitation, income, gross receipts, gross margins, excise, real and personal property, profits, estimated, severance, occupation, production, capital gains, capital stock, goods and services, environmental, employment, withholding, stamp, value added, alternative or add-on minimum, sales, transfer, use, license, digital service, payroll, employment, unemployment, and franchise taxes, or any other tax,

customs duty, and other similar governmental charges in the nature of a tax imposed by any Governmental Body, together with any interest, penalties, additional taxes, and additions to tax imposed with respect thereto.

(bc) “Tax Returns” means any return, report, or information statement with respect to Taxes, including any schedule or attachment thereto, and including any amendment thereof, filed with or submitted to, any Governmental Body.

(bd) “Third-Party Software” means Software licensed by Seller from third parties and used in the conduct of the Business as conducted before the date of this Agreement.

(be) “Trade Secrets” means non-public know-how, inventions, discoveries, improvements, concepts, ideas, methods, processes, designs, plans, schematics, drawings, formulae, technical data, customer lists, specifications, research and development information, technology and product roadmaps, databases, and other confidential information or trade secrets, in each case protectable under the Laws of an applicable jurisdiction, excluding any Copyrights or Patents that may cover or protect any of the foregoing.

(bf) “Transaction Documents” means this Agreement all other Contracts, instruments, and certificates contemplated hereunder to be delivered by any Party hereto, including the Transition Services Agreement.

(bg) “Transfer Taxes” means all transfer (including bulk transfer), documentary, sales (including bulk sales), use, value-added, stamp, registration, recordation, excise, license, and other similar Taxes and all conveyance fees, recording charges, and other fees and charges (including any penalties and interest with respect thereto) incurred in connection with the transactions contemplated by this Agreement.

(bh) “Transition Services Agreement” means the Transition Services Agreement to be entered into as of the date hereof by and between Buyer and Seller.

(bi) “Treasury Regulations” means the Treasury Regulations (including Temporary Regulations) promulgated by the United States Department of Treasury with respect to the Code.

(bj) “Web and API Interfaces” means the Software of the Kinexys Platform that serves client facing interfaces.

Section 15. Assignment. Neither Party may assign this Agreement, or assign its rights, or delegate its duties or obligations hereunder, without the prior written Consent of the other Party.

Section 16. Third Parties. Each Party shall be responsible for the failure of any of its Affiliates or Representatives to comply with any provisions herein with which such Party directed such Affiliate or Representative to comply. Notwithstanding any provision of this Agreement or otherwise, the Parties agree on their own behalf and on behalf of their respective subsidiaries and Affiliates that no Non-Recourse Party of a Party to this Agreement shall have any liability or obligation relating to this Agreement or any of the transactions contemplated by this Agreement except (i) with respect to the Affiliates of Seller, as expressly provided in this Agreement, or (ii) as otherwise agreed to in writing by such Non-Recourse Party. Each obligation of each Party under this Agreement is a several (and not joint) obligation and no Party shall be liable for any other Party’s breach hereof.

Section 17. Waiver. Any failure of any of the Parties hereto to comply with any of its obligations or agreements or to fulfill any conditions in this Agreement may be waived only by a written waiver from the other Party. No failure by any Party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial

exercise of any right hereunder by such Party preclude any other or future exercise of that right or any other right hereunder by that Party.

Section 18. Notices. All notices, requests, demands, or other communications hereunder shall be in writing and shall be deemed to have been duly given to the Person designated below (i) on the date of delivery if delivered in person; (ii) on the date sent by e-mail if sent prior to 9:00 p.m. New York time on such date, and on the next Business Day if sent after 9:00 p.m. New York time on such date (provided that no “bounce back” or similar message of non-delivery is received with respect thereto); (iii) on the third Business Day following the deposit thereof in the United States mail, provided it is mailed by certified mail, return-receipt requested, and postage prepaid and properly addressed; or (iv) on the second Business Day after being sent by air courier. Any Party may from time to time, by written notice to the other Party, designate a different address, which shall be substituted for the one specified below:

If to Seller:

J.P. Morgan
Kinexys by J.P. Morgan
383 Madison Avenue
New York, NY 10017
Attention: [***]
E-mail: [***]

with a copy (which shall not constitute notice) to:

J.P. Morgan
Legal Department
10 S. Dearborn Street
Chicago, IL 60603
Attn: [***]
Email: [***]

with an additional copy (which shall not constitute notice) to:

White & Case
1221 Avenue of the Americas
New York, NY 10020
Attn: [***]
Email: [***]

If to Buyer, to:

Deluxe Corporation
801 S. Marquette Ave,
Minneapolis, MN 55402
Attn: General Counsel
Email: [***]

with a copy (which shall not constitute notice) to:

Troutman Pepper Locke LLP

875 Third Avenue New York, New York 10022

Attn: [***]

Email: [***]

Section 19. Entire Agreement. This Agreement (including its Appendices), together with the Disclosure Letter, and the Transition Services Agreement, embody the entire understanding of the Parties and there are no other agreements or understandings, written or oral, in effect between the Parties relating to the subject matter hereof, except as specifically referenced in this Agreement. This Agreement supersedes and terminates all prior discussions, negotiations, understandings, arrangements, and agreements between the Parties relating to the subject matter hereof.

Section 20. Severability. Any provision of this Agreement which is illegal, invalid, or unenforceable shall be ineffective to the extent of such illegality, invalidity, or unenforceability, without affecting in any way the remaining provisions hereof.

Section 21. Amendment. This Agreement may be amended or modified only by a written instrument signed by Buyer and Seller.

Section 22. Governing Law; Submission to Jurisdiction. This Agreement and any disputes arising out of or in any way relating to this Agreement or the transactions contemplated hereby (whether based in contract, tort, or otherwise) shall in all respects be governed by and construed in accordance with the internal Laws of the State of New York applicable to agreements made and to be performed entirely within such state and without regard to its conflicts of laws principles that would lead to the application of any other Law, including with respect to statutes of limitations. All legal actions and proceedings arising out of or relating to this Agreement shall be heard and determined exclusively in the state or federal courts located in the County of New York in the State of New York. The Parties hereby (a) irrevocably submit to the exclusive jurisdiction of the aforesaid courts for themselves and with respect to their respective properties for the purpose of any action arising out of or relating to this Agreement brought by any Party, and (b) agree not to commence any action relating thereto except in the courts described above, other than actions in any court of competent jurisdiction to enforce any judgment, decree, or award rendered by any such court described above. Each of the Parties hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any action arising out of or relating to this Agreement, any claim (i) that it is not personally subject to the jurisdiction of the courts in New York as described herein for any reason, (ii) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise), or (iii) that (A) the action in any such court is brought in an inconvenient forum, (B) the venue of such action is improper, or (C) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

Section 23. Wavier of Jury Trial. THE PARTIES HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY JUDICIAL PROCEEDING TO WHICH THEY ARE PARTIES INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT OR OTHER TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT, OR ATTORNEY, OR ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (III) IT MAKES SUCH WAIVER VOLUNTARILY, AND (IV) IT HAS BEEN INDUCED TO ENTER INTO

THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 23.

Section 24. Reliance on Counsel and Other Advisors. Each Party has consulted such legal, financial, technical, or other expert as it deems necessary or desirable before entering into this Agreement. Each Party acknowledges that it has read, knows, understands, and agrees with the terms and conditions of this Agreement.

Section 25. Counterparts. This Agreement may be executed in any number of duplicate counterparts (including by means of .pdf format or DocuSign or any other similarly recognized electronic signature program), each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Section 26. Transaction Costs. All costs, including fees paid to attorneys, accountants, and financial advisors, related to the transactions contemplated by this Agreement shall be borne solely by the Party incurring such cost.

Section 27. Interpretation and Rules of Construction. In this Agreement, except to the extent otherwise provided or that the context otherwise requires: (a) when a reference is made in this Agreement to an Article, Section, Schedule, or Appendix such reference is to an Article or Section of, or an Exhibit, Schedule, or Appendix to, this Agreement unless otherwise indicated; (b) the headings for this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement; (c) whenever the words “include,” “includes,” or “including” are used in this Agreement, they are deemed to be followed by the words “without limitation”; (d) the words “hereof,” “herein,” and “hereunder” and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement; (e) all terms defined in this Agreement have the defined meanings when used in any certificate or other document made or delivered pursuant hereto, unless otherwise defined therein; (f) words expressed in the singular shall include the plural and *vice versa*; (g) all references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars; (h) references to a Person are also to its successors and permitted assigns; (i) the use of “or” is not intended to be exclusive unless expressly indicated otherwise; and (j) references to “day” or “days” are to calendar days and whenever any action must be taken under this Agreement on or by a day that is not a Business Day, then that action may be validly taken on or by the next day that is a Business Day. The Parties agree that they have been represented by counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any law, regulation, holding, or rule of construction providing that ambiguities in an agreement or other document will be construed against the Party drafting such agreement or document.

IN WITNESS WHEREOF, the Parties have duly signed this Agreement as of the day and year first written above.

BUYER:

DELUXE CORPORATION

By: /s/ Barry McCarthy

Name: Barry McCarthy

Title: President and CEO

[Signature Page to Asset Purchase Agreement]

SELLER:

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

By: /s/ Umar Farooq

Name: Umar Farooq

Title: Managing Director, Global Co-Head Payments

[Signature Page to Asset Purchase Agreement]

CEO CERTIFICATION OF PERIODIC REPORT UNDER SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Barry C. McCarthy, President and Chief Executive Officer of Deluxe Corporation, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Deluxe Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements and other financial information included in this report fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 6, 2025

/s/ Barry C. McCarthy

Barry C. McCarthy
President and Chief Executive Officer

CFO CERTIFICATION OF PERIODIC REPORT UNDER SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, William C. Zint, Chief Financial Officer of Deluxe Corporation, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Deluxe Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements and other financial information included in this report fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 6, 2025

/s/ William C. Zint

William C. Zint

Senior Vice President, Chief Financial Officer

CEO AND CFO CERTIFICATION OF PERIODIC REPORT

We, Barry C. McCarthy, President and Chief Executive Officer of Deluxe Corporation (the “Company”), and William C. Zint, Chief Financial Officer of the Company, certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350, that:

- (1) the Quarterly Report on Form 10-Q of the Company for the quarter ended September 30, 2025 (the “Report”) fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o(d)); and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: November 6, 2025

/s/ Barry C. McCarthy

Barry C. McCarthy
President and Chief Executive Officer

/s/ William C. Zint

William C. Zint
Senior Vice President, Chief Financial Officer