UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Form 10-K

[x] Annual Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934.

For the fiscal year ended December 31, 1994.
Commission file number 1-7945.

DELUXE CORPORATION
(Exact name of registrant as specified in its charter)

Minnesota	41-0216800
(State or other jurisdiction of incorporation or organization)	(IRS Employer Identification No.)
1080 West County Road F, Saint Paul, Minnesota	55126-8201
(Address of principal executive offices)	(ZIP Code)

Registrant's telephone number: (612) 483-7111.

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

Common Stock, par value $1.00 per share	New York Stock Exchange
(Title of Class)	(Name of each exchange on which registered)

Securities registered pursuant to Section 12(g) of the act: None.

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. x Yes No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (Section 229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. [x]

The aggregate market value of the voting stock held by non-affiliates of the registrant is $2,255,102,157 based on the average bid and asked prices of the stock on the New York Stock Exchange on March 13, 1995. The number of outstanding shares of the registrant's common stock as of March 13, 1995, is 82,568,415.

Documents Incorporated by Reference:

1. Portions of the registrant's Annual Report to Shareholders for the fiscal year ended December 31, 1994 (Annual Report) are incorporated by reference in Parts I, II and IV.

2. Portions of the registrant's proxy statement dated March 27, 1995 (Proxy Statement) are incorporated by reference in Part III.

DELUXE CORPORATION

PART I

Item 1. Description of Business

General

Deluxe Corporation was incorporated under the laws of the State of Minnesota in 1920 as the successor to a business founded in 1915. Unless the context otherwise requires, the term "Company," as used herein, refers to Deluxe Corporation or one or more of its wholly owned subsidiaries.

The Company has four business divisions, which are composed of the following corporate entities:

(1) Payment Systems, which consists of Deluxe Corporation's check and financial form printing and plastic transaction card production units; Deluxe Data Systems, Inc., (including Deluxe Data International Limited), a supplier of software and processing services for automated teller machines, point-of-sale

systems, automated clearing houses and government benefit transfers; Chex Systems, Inc., a checking account verification business providing services to financial institutions; Electronic Transaction Corporation, a database management business providing check authorization information to retailers; National Revenue Corporation, a provider of collection and other accounts receivable services to retail, financial and medical credit grantors; and Financial Alliance Processing Services, Inc., a processor of electronic credit and debit transactions;

(2) Business Systems, which consists of Deluxe Corporation's general business and health care forms printing unit; Deluxe UK Limited and Deluxe Canada, Inc.; PaperDirect, Inc., a direct mail marketer of specialty and decorated papers for use by desktop publishers; Nelco, Inc., a supplier of tax forms, tax forms software, and electronic tax filing services; and T/Maker Company, a publisher of image content software, including clip art;

(3) Consumer Specialty Products, which consists of Current, Inc., a direct mail marketer of greeting cards, stationery, bank checks and related specialty products for consumer and household use; and

(4) Ink, which consists of Deluxe Corporation's ink division, which is engaged in the manufacture and sale of water-washable lithographic ink and solvent free press wash.

Except for a small but growing volume of business form and decorated paper sales in the United Kingdom and Canada and licenses of electronic funds transfer software in selected countries in Europe and Asia, most of the Company's products and services are sold in the United States.

Business Segments

Reference is made to the information contained in Note 11, Business Segment Information, in the Notes to Consolidated Financial Statements on page 38 in the Company's Annual Report.

The material aspects of the operations of each of the Company's business divisions are described below:

Payment Systems

The Company's largest division, Payment Systems is composed of the paper-based payments unit and the electronic payments unit. The paper-based payments unit prints and sells to financial institutions and depositors a variety of checks and related banking forms. It directs its efforts to the production and marketing of checks and deposit tickets for personal and business accounts. Several check styles are offered; some are designed for desk or office use and others are designed to be carried in a pocket or purse.

Substantially all of the Company's checks and related banking forms are imprinted with magnetic ink to conform with the specifications of the magnetic ink character recognition (MICR) program currently utilized by the U.S. banking system.

For several years the banking industry and others have been seeking ways to improve the payment system, and a variety of alternatives to the bank check have been introduced, including charge cards, credit cards, debit cards, telephone bill payment, etc., and in addition, a number of printers have begun to market checks through channels other than financial institutions. Although such alternative means of settling financial transactions and alternative marketing channels may reduce the demand for checks and checks obtained through financial institutions, the Company is unable to predict the effect of these alternative means of payment and channels of distribution on its future operations.

Depositors commonly submit initial check orders and reorders to their financial institutions which forward them to one of the Company's printing plants. Printed checks are sent directly by the Company to the depositors, typically on the business day after receipt of the order. The Company's charges are paid by the financial institutions, which in turn usually deduct the charges from the depositors' accounts.

Skeleton check forms are lithographed in three of the Company's regional warehouse and distribution centers, principally on high-speed roll-fed presses. From these centers, the forms are distributed to the Company's 46 check production plants, where names, addresses, financial institution name and other information are printed on the documents. The Company's facilities are located in major metropolitan areas throughout the United States.

The Company has no material backlog of orders. Approximately 96 percent of all financial institution check orders received by the Company in 1994 were completed and shipped no later than the first working day after receipt of the order. The approximate number of financial institutions (not including branches as separate entities) to which the Company made gross sales of checks and related banking forms in excess of $100,000 during the year was 1,925.

The Company's principal raw materials are safety paper and special MICR bond papers. The Company purchases substantially all of its safety paper from Simpson Paper Company, which finishes and warehouses the paper in its plants in Warwick, New York, and Burlington, Iowa. Most of the Company's special MICR bond papers are obtained from Georgia Pacific Corporation, primarily from its facility in Port Edwards, Wisconsin. The Company has no long-term contract with any of its suppliers and has never experienced a shortage of either safety paper or MICR bond papers. In order to assure adequate sources of supply, the Company is continually experimenting with the use of special MICR bond papers from other suppliers. Other raw materials used by the Company are of standard composition and are purchased from a number of sources at competitive prices.

The Company's primary competitors in the sale of bank checks and related banking forms to financial institutions are two other large national printers who specialize in check printing. However, any printer which complies with the American Bankers Association's specifications for MICR printing is a potential competitor. The Company is the largest firm engaged in check printing.

The electronic payments unit is a major supplier of electronic funds transfer software and processing services, particularly software and services for automated teller machines, processing of ATM interchange transactions within and between regional shared networks, and electronic benefit transactions. The Company provides ATM transaction processing technology and services to six of the 10 largest ATM networks in the United States. The Company provides electronic benefit transaction services for the automated payment of aid to dependent children and food stamp benefits in Maryland and New Jersey.

Competition for the Company's electronic funds transfer software and processing services comes from several large financial institutions and communications companies.

Division Acquisitions in 1994

The Company expanded the business of the electronic payments unit in 1994 with the following acquisitions:

On April 15, 1994, the Company acquired N.R.C. Holding Corporation and its principal subsidiary, National Revenue Corporation (NRC), a collection services company headquartered in Columbus, Ohio. Founded in 1973, NRC provides accounts receivable management and collection services for approximately 25,000 retail, commercial, medical, and financial credit grantors located throughout the United States. NRC has sales offices in 30 major metropolitan areas, a national operations center in Columbus, and regional operations centers in Atlanta, Philadelphia, and Anaheim, California. NRC's revenues were approximately $28 million in 1994. With its proprietary technology, the Company believes

NRC is well positioned to take advantage of future consolidation in the accounts receivable management and collections markets.

On July 14, 1994, the Company acquired The Software Partnership Limited of Runcorn, England. The Software Partnership Limited is a major provider of open systems software architecture for large financial institutions. The Software Partnership's sp/ARCHITECT is an electronic delivery framework which assists third-party software developers and in-house data processing departments with applications development. sp/ARCHITECT accommodates a wide variety of access devices, including smart phones, smart cards, PCs, and UNIX workstations. The Software Partnership had revenues of L6 million in 1994. Combined with certain Deluxe Data Systems, Inc., units, The Software Partnership has been renamed Deluxe Data International Limited. sp/ARCHITECT is well designed to serve large financial institutions, and the addition of open systems architecture to its software products enhances the Company's position in electronic banking.

In accordance with a purchase agreement entered into before year end, on January 10, 1995, the Company acquired Financial Alliance Processing Services, Inc., of Louisville, Kentucky. Financial Alliance provides a variety of credit and debit processing services to 150 financial institutions, 40,000 retailers, and more than 30 independent sales organizations. Founded in 1991, Financial Alliance is one of the fastest-growing merchant credit card processors in the United States and had net revenues of approximately $21 million in 1994. Financial Alliance's services are marketed through financial institutions, independent sales organizations, and its own representatives, offering fully integrated card payment processing services that enable retailers to accept all nationally recognized credit cards.

Business Systems

The second largest of the Company's divisions, Business Systems directs its efforts to the production and marketing of short-run computer and business forms and record-keeping systems for small businesses and professional practices. In addition, it is a direct mail marketer of decorated and other specialty papers to users of laser printers and office copiers. Other products and services marketed by the division include tax forms, tax forms software, one-write accounting systems, and electronic tax filing services.

The division has no material backlog of orders and does not carry significant inventory. Approximately 94 percent of all personalized standard forms orders were completed and shipped no later than the third working day after receipt, and all custom forms were completed and shipped no later than the fifth day after receipt. Orders for specialty papers were typically filled no later than the first day after receipt.

Business Systems' products are sold primarily through direct mail and check package advertisements. Business Systems' computer and business forms are produced or inventoried in nine of the Company's plants, and its specialty papers are inventoried and shipped from a PaperDirect facility in Secaucus, New Jersey. Business Systems' principal competition consists of a large number of national and local business forms and office products suppliers.

Division Acquisitions in 1994

On June 28, 1994, the Company acquired T/Maker Company of Mountain View, California. T/Maker Company produces image content and multimedia software for consumer and business markets. According to software industry analysts, T/Maker's ClickArt [REGISTERED TRADEMARK] image content software is the nation's leading supplier of electronic clip art. Image content is one of the fastest-growing categories of computer software, due to the growing popularity of graphical computer systems. T/Maker is also the producer of the VroomBooks-TM- series of children's multimedia software. T/Maker's revenues were approximately $12 million in 1994.

In July 1994, through PaperDirect, the Company entered into a joint venture to market decorated and other specialty papers in Australia and New Zealand. Based in Sydney, Australia, the joint venture operates under the name PaperDirect Pacific.

On August 15, 1994, the Company acquired Pacific Medsoft, a small software development company located in Tahoe City, California, providing software to medical professionals. Pacific Medsoft's Physician Office Management Information System is designed for sole and small group physician practices.

Consumer Specialty Products

This division produces and markets greeting cards, gift wrap, bank checks, and miscellaneous stationery products. In addition, it markets a variety of novelty items for household use, many of which have been created by the division and are sold under its proprietary trademarks. All such products are sold to consumers by means of catalogs and other direct mail advertisements. Many of the division's promotions are based on holidays, and due to the significance of the year-end holiday season, approximately 35 percent of the division's sales occur in the fourth quarter.

Consumer Specialty Products are produced in two of the Company's plants. The division's competitors are primarily the national greeting card and stationery printers that market their products through owned and franchised card and gift shops, and the printers that solicit orders for bank checks by direct mail.

Ink

In June 1994, the Company formed the Ink Division to produce and market its water-washable lithographic ink and solvent-free press wash system. The Company's innovative ink meets or exceeds the performance standards of conventional lithographic inks, requires no press modifications and is based entirely on renewable vegetable oils. The ink system eliminates the need for organic- or petroleum-based cleaning solvents which are a major source of pollution. On November 21, 1994, the Company entered into an agreement with Coates Lorilleux S.A. under which it licensed Coates to manufacture and distribute the ink and solvent-free press wash system in Europe and in certain other markets.

Employees

Including its subsidiaries, the Company has approximately 18,000 full- and part-time employees. It has a number of employee benefit plans, including retirement, medical and hospitalization plans. The Company has never experienced a work stoppage or strike and considers its employee relations to be good.

Executive Officers of the Company

The executive officers of the Company are elected by the board of directors each year. The term of office of each executive officer will expire at the annual meeting of the board after the annual shareholders' meeting on May 8, 1995. The principal occupation of each of the executive officers listed below is with the Company.

Name	Position	Age	Officer Since
Harold V. Haverty	Chairman, President and Chief Executive Officer	64	1969
Jerry K. Twogood	Executive Vice President	54	1974
Charles M. Osborne	Senior Vice President and Chief Financial Officer	41	1981
Arnold A. Angeloni	Senior Vice President	52	1985
Kenneth J. Chupita	Senior Vice President	53	1981
Mark T. Gritton	Senior Vice President	46	
Jay B. Skutt	Senior Vice President	51	
Vernon W. Yates	Senior Vice President	59	1993
John H. LeFevre	Senior Vice President, Secretary and General Counsel	51	1994
Michael R. Schwab	Senior Vice President and Chief Information Officer	49	1994

Mr. Haverty has been employed by the Company since 1954 and has served as Chief Executive Officer since 1986.

Mr. Twogood has been employed by the Company since 1959 and has served as Executive Vice President since 1987 and Chief Operating Officer since 1991.

Mr. Osborne has been employed by the Company since 1981 and has served as Chief Financial Officer since 1984 and Senior Vice President since 1989.

Mr. Angeloni has been employed by the Company since 1961 and has served as principal executive officer of the Business Systems Division since 1984 and as Senior Vice President since 1989.

Mr. Chupita has been employed by the Company with principal responsibility for corporate development since 1979 and has served as Senior Vice President since 1989.

Mr. Gritton has been employed by the Company since 1972. From 1990 to 1993, Mr. Gritton was Vice President with principal responsibility for regional operations of the Payment Systems Division and since 1993 he has been president of the paper payment unit of the Payment Systems Division; he has served as a Senior Vice President of the Company since 1993.

Mr. Skutt has been employed by the Company since 1965. Since 1988, Mr. Skutt has been a Vice President with prinicipal responsibility for manufacturing and national production operations and he has served as Senior Vice President since 1994.

Mr. Yates was employed by Primary Access Corporation from 1989 until November 1992 in the position of Chairman, President and Chief Executive Officer. Primary Access Corporation, which is headquartered in San Diego, California, is a manufacturer of telecommunications access systems. Since March 1993 he has served as president of the Company's electronic payments unit in the Payment Systems Division and as a Senior Vice President.

Mr. LeFevre was employed by Wang Laboratories, Inc., from 1978 until February 1994. During the period from 1988 until February 1994, he held a variety of positions in its legal department including, at various times, Corporate Counsel, Vice President, General Counsel and Secretary. Wang Laboratories, Inc., which is headquartered in Lowell, Massachusetts, is engaged in the manufacture and sale of computer hardware and software and related services. Since February 1994, Mr. LeFevre has been responsible for the legal department of the Company and has served as Senior Vice President, General Counsel and Secretary.

Mr. Schwab was employed by USAir from 1986 until April 1994. From 1989 to 1991, he served as Senior Vice President, Information Systems, and Chief Information Officer, and from 1991 to April 1994, he served as Executive Vice President of Operations. USAir, which is headquartered in Arlington, Virginia, is engaged in commercial air transportation. Since November 1994, Mr. Schwab has had responsibility for the information systems of the Company and has served as Senior Vice President and Chief Information Officer.

Item 2. Properties

The Company conducts production operations in 74 facilities located in 30 states, Puerto Rico, Canada and the United Kingdom aggregating approximately 4,813,000 square feet; in addition, the Payment Systems Division occupies three facilities in Shoreview, Minnesota, aggregating approximately 433,000 square feet, which are devoted to administration, information systems, research and development; the Business Systems Division occupies a 156,000 square foot administration building in Shoreview, Minnesota, and the Consumer Specialty Products Division occupies a 148,000 square foot administration and product design building in Colorado Springs, Colorado. All but four of the production facilities are of one story construction and most were constructed and equipped in accordance with the Company's plans and specifications.

Over one-half of the Company's total production area has been constructed during the past 20 years. The Company owns 59 of its facilities and leases the remainder for terms expiring from 1995 to 2001. Depending upon the circumstances, when a lease expires, the

Company either renews the lease or constructs a new facility to replace the leased facility. All facilities are adequately equipped for the Company's operations.

Item 3. Legal Proceedings

Other than ordinary routine litigation incidental to the business, there are no material pending legal proceedings to which the Company or any of its subsidiaries is a party or to which any of the Company's property is subject.

Item 4. Submission of Matters to a Vote of Security Holders

Not applicable.

PART II

Item 5. Market for Registrant's Common Equity and Related Stockholder Matters

Reference is made to the information contained under the caption "Financial Highlights" on page 1, and "Shareholder Information" on page 41 of the Company's Annual Report.

Item 6. Selected Financial Data

Reference is made to the information contained under the caption "Eleven-Year Summary" on pages 22 and 23 in the Company's Annual Report.

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

Reference is made to the information contained under the caption "Management's Discussion and Analysis" on pages 24 through 26 in the Company's Annual Report.

Item 8. Financial Statements and Supplementary Data

Reference is made to the financial statements, notes and independent auditors' report on pages 21 through 39 of the Company's Annual Report and the information contained under the caption "Summarized Quarterly Financial Data" on page 39 in the Company's Annual Report.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

Not applicable.

PART III

Items 10, 11, 12 and 13.

Directors and Executive Officers of the Registrant, Executive Compensation, Security Ownership of Certain Beneficial Owners and Management, and Certain Relationships and Related Transactions.

Reference is made to the Company's Proxy Statement.

PART IV

Item 14. Exhibits and Reports on Form 8-K

(a) The following financial statements and independent auditors' consent are filed as part of this report:

<TABLE>
<CAPTION>

<S>		Page in Annual Report <C>
(1)	Financial Statements:	
	Consolidated Balance Sheets at December 31, 1994 and 1993.......	28 - 29
	Consolidated Statements of Income for the three years in the period ended December 31, 1994............................	30
	Consolidated Statements of Cash Flows for the three years in the period ended December 31, 1994........................	31
	Notes to Consolidated Financial Statements......................	32 - 38
	Independent Auditors' Report....................................	39
(2)	Supplemental Financial Information (Unaudited):	
	Summarized Quarterly Financial Data............................	39

<CAPTION>

<S>		Page in this Form 10-K <C>
(3)	Independent Auditors' Consent to the incorporation by reference of its reports in the Company's registration statements 33-53585, 33-57261, 33-32279 and 33-58510................................	F-1

</TABLE>

Schedules other than those listed above are not required or are not applicable, or the required information is shown in the financial statements or notes.

(b) The Company did not file a report on Form 8-K during the fourth quarter of 1994.

(c) The following exhibits are filed as part of or are incorporated in this report by reference:

(3) A - Articles of Incorporation, incorporated by reference to the Company's Form 10-K for the year ended December 31, 1990.
    B - Bylaws
(4) A - Rights Agreement, incorporated by reference to the Company's Form 8-K dated February 17, 1988.
    B - Indenture, incorporated by reference to the Company's Form S-3 dated November 24, 1989.
(10) A - Deferred Compensation Plan
    B - Supplemental Benefits Plan
    C - Stock Option Plan, incorporated by reference to the Company's Form 10-K for the year ended December 31, 1989.
    D - Stock Incentive Plan, incorporated by reference to the Company's Form S-8 filed on May 11, 1994.
    E - Performance Share Plan
    F - Annual Incentive Plan
(13) 1994 Annual Report to Shareholders
(21) Subsidiaries of the Registrant
(23) Independent Auditors' Consent, incorporated by reference to page F-1 of the Company's Form 10-K for the year ended December 31, 1994.
(24) Powers of Attorney of officers and directors signing by an attorney-in-fact.
(27) Financial Data Schedule
(29) Proxy Statement, incorporated by reference to the Company's definitive proxy statement filed on March 27, 1995.

[Note to recipients of Form 10-K: Copies of exhibits will be furnished upon written request and payment of the Company's reasonable expenses ($.25 per page) in furnishing such copies.]

Pursuant to the requirements of Section 13 or 15(d) 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, in the City of St. Paul, State of Minnesota on March 27, 1995.

DELUXE CORPORATION

By /s/ Harold V. Haverty

Harold V. Haverty

Chairman, President and
Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons in the capacities indicated on March 27, 1995.

By /s/ Harold V. Haverty
Harold V. Haverty for Himself and
as Attorney-In-Fact*

Harold V. Haverty, Director and
Principal Executive Officer
Jerry K. Twogood, Director
Eugene R. Olson, Director
Edward W. Asplin, Director
John Schreiner, Director
Whitney MacMillan, Director
James J. Renier, Director
Barbara B. Grogan, Director
Allen F. Jacobson, Director
Charles M. Osborne, Principal
Financial Officer and
Principal Accounting Officer

*By Power of Attorney set forth in Exhibit 24 to this report.

INDEPENDENT AUDITORS' CONSENT

Deluxe Corporation:

We consent to the incorporation by reference in this Registration Statement 33-53585 and 33-57261 on Forms S-8 and 33-32279 and 33-58510 on Forms S-3 of our reports dated February 10, 1995, appearing in or incorporated by reference in this Annual Report on Form 10-K of Deluxe Corporation for the year ended December 31, 1994.

/s/ Deloitte & Touche LLP

Deloitte & Touche

Minneapolis, Minnesota
March 27, 1995

EXHIBIT INDEX

The following exhibits are filed as part of this report:

3b Amended By-laws
10 A Deferred Compensation Plan
10 B Supplemental Benefit Plan
10 E Performance Share Plan
10 F Annual Incentive Plan
13 Documents Incorporated by Reference 1994 Annual Report to Shareholders
21 Subsidiaries
24 Power of Attorney
27 Financial Data Schedule

EXHIBIT 3B

AMENDED BY-LAWS
OF
DELUXE CORPORATION

ARTICLE I

Offices, Corporate Seal

SECTION 1. The registered office of this corporation shall be 1080 West County Road F, Saint Paul, Ramsey County, Minnesota, and the corporation may have offices at such other places as the Board of Directors shall, from time to time, determine, either within or without the State of Minnesota.

SECTION 2. The corporation shall not have a corporate seal.

ARTICLE II

Meetings of Shareholders

SECTION 1. The annual meeting of the shareholders of the corporation entitled to vote for the election of Directors, shall be held at its registered office in the City of Saint Paul (or at such other place within or without the State of Minnesota as may be determined by resolution of the Board of Directors adopted at a meeting duly called for such purpose, not less than twenty (20) days before the date of such annual meeting), on a date between May 1 and May 20, with the actual date to be determined from year to year by the Board of Directors on or before March 1 of each year, at such time of day as shall be specified in the notice of the meeting, or if that date shall fall upon a holiday, then on the next succeeding business day.

SECTION 2. Except as may otherwise be provided by the Board of Directors from time to time, only shareholders of record at the close of business on a date twenty (20) days prior to the date of the annual meeting shall be entitled to vote at such meeting.

SECTION 3. A notice of the annual meeting of the shareholders of the corporation shall be mailed to each person shown by the books of the corporation to be a holder of voting shares as of the record date, at his address as shown by the books of the corporation, setting out the time and place of the annual meeting, which notice shall be mailed at least fifteen (15) days prior thereto.

SECTION 4. At such annual meeting, the shareholders, voting as provided in the Articles of Incorporation, shall elect a Board of Directors and shall transact such other business as shall properly come before them.

SECTION 5. The holders of a majority of shares outstanding, entitled to vote for the election of directors at such meeting, represented either in person or by proxy, shall constitute a quorum for the transaction of business. In case a quorum be not present at the annual meeting, those present may adjourn to such date as they shall agree upon.

SECTION 6. Special meetings of the shareholders may be called by the Secretary at any time upon the request of the Chairman of the Board, or the President, or a majority of the members of the Board of Directors, or upon the request of shareholders as provided by law.

SECTION 7. There shall be mailed to each person shown by the books of the corporation to be a shareholder of record at the time of mailing such notice and entitled to receive such notice, at his address as shown by the books of the corporation, a notice setting out the time, place, and object of each special meeting, which notice shall be mailed at least five (5) days prior thereto.

ARTICLE III

Directors

SECTION 1. The business and property of the corporation shall be managed by its Board of Directors; the number of directors shall be determined as provided in the Articles of Incorporation, as amended. The term of each director shall continue until the next succeeding Annual Meeting of the shareholders of the corporation, and until his successor is elected and qualified.

SECTION 2. A majority of the Board of Directors shall constitute a quorum for the transaction of business; provided, that if any vacancies exist by reason of death, resignation, or otherwise, a majority of the remaining directors shall constitute a quorum for the filling of such vacancies.

SECTION 3. The directors shall meet annually, immediately after the election of directors, or as soon thereafter as practical, at the registered office of the corporation in the City of Saint Paul, Minnesota, or at such other time and place as may be fixed by the consent of a majority of the directors, whether within or without the State of Minnesota. Regular meetings of the Board of Directors shall be held from time to time at such time as may be fixed by resolution adopted by a majority of the whole Board of Directors. Such regular meetings shall be held at the registered office of the corporation unless another place is specified in the notice of the meeting. No notice need be given of any regular meeting unless it is desired to hold the same at some place other than the registered office of the corporation, in which event at least forty-eight (48) hours' notice of such regular meeting, specifying the place at which the same shall be held, shall be given by the Secretary to each member of the Board either personally, in writing, by telegram, or by mail. The compensation of the Board of Directors shall be set by the president, subject to the power of the Board to change or terminate such compensation.

SECTION 4. Special meetings of the Board of Directors may be called by the Chairman of the Board, or by the President, or by any three directors. At least twenty-four (24) hours' notice of such special meeting of the Board of Directors shall be given by the Secretary to each member of the Board, either personally, or by telephone, or by telegram, or by mail. At such special meeting actions taken must be adopted by a majority vote of the whole Board of Directors and if any directors are absent, a copy of all proceedings of such meeting shall be mailed to them by the Secretary.

SECTION 5. Directors shall be shareholders of the corporation.

SECTION 6. The Board of Directors may, by unanimous affirmative action of the entire Board, designate two (2) or more of their number to constitute an Executive Committee, which, to the

extent determined by unanimous affirmative action of the entire Board, shall have and exercise the authority of the Board in the management of the business of the corporation; provided, however, that the Board shall not delegate to such committee any power to amend the Bylaws, declare dividends, fill vacancies on the Board or on the Executive Committee, or elect or remove officers of the corporation. Any such Executive Committee may meet at stated times or on notice given by any of their own number, however, it may act only during the interval between meetings of the Board and it shall be subject at all times to the control and direction of the Board. Vacancies in the membership of the committee shall be filled by the Board of Directors at a regular meeting or at a special meeting called for that purpose.

ARTICLE IV

Officers

SECTION 1. The officers of the corporation shall consist of a Chairman of the Board, if one is elected, a President, one or more Vice Presidents, a Secretary and a Treasurer, and such other officers and agents as may from time to time be chosen or designated by the Board of Directors. Any two offices except those of President and Vice President may be held by one person.

SECTION 2. At the annual meeting of the Board of Directors, the Board may elect from their number a Chairman of the Board, and shall elect from their number a President and shall, from within or without their number, appoint one or more Vice Presidents, a Secretary and a Treasurer, and such other officers and agents as may be deemed advisable. Such officers shall hold office until the next annual meeting and until their successors are elected and qualify; provided, however, that any officer may be removed, with or without cause, by the affirmative vote of a majority of the whole Board of Directors.

SECTION 3. The Chairman of the Board, whenever there shall be one, shall preside at all meetings of the shareholders and Directors. The President shall be the chief executive officer of the Corporation in charge of the general management of its business and affairs and, whenever there shall be no Chairman of the Board, or in the event of his absence or disability, the President shall perform the duties of the Chairman of the Board as well as those of President.

Each Vice President shall have such powers and shall perform such duties as may be prescribed by the Board of Directors. In the event of the absence or disability of the President, the Vice Presidents shall succeed to the duties and powers of such office in the order in which they are appointed, as appears from the minutes of the meeting at which such appointment shall have taken place.

The Secretary shall be secretary of and shall attend all meetings of the shareholders and Board of Directors. He shall act as clerk thereof and shall record all proceedings of such meetings in the minute book of the corporation. He shall give proper notices of meetings of shareholders and directors. He shall, with the Chairman, President or any Vice President, sign all certificates for shares of the corporation and shall have such other powers and shall perform such other duties as may be prescribed from time to time by the Board of Directors.

The Treasurer shall keep accurate accounts of all monies of the corporation received or disbursed. He shall deposit all monies and valuables in the name of and to the credit of the corporation in such banks and depositories as the Board of Directors shall designate from time to

time. He shall have power to endorse or deposit all notes, checks, and drafts received by the corporation. He shall disburse the funds of the corporation as ordered by the Board of Directors, taking proper vouchers therefor. He shall render to the Chairman of the Board, the President, and directors, whenever required, an account of all his transactions as Treasurer and of the financial condition of the corporation, and shall have such other powers and shall perform such other duties as may be prescribed from time to time by the Board of Directors.

Any Assistant Secretary or Assistant Treasurer, who may from time to time be appointed by the Board of Directors, may perform the duties of the Secretary or of the Treasurer, as the case may be, under the supervision and subject to the control of the Secretary or of the Treasurer, respectively. In the event of the absence or disability of the Secretary, the Assistant Secretaries shall succeed to the duties and powers of the office of Secretary in the order in which they are appointed, as appears from the minutes of the meeting at which such appointments shall have taken place. In the event of the absence or disability of the Treasurer, the Assistant Treasurers shall succeed to the duties and powers of the office of Treasurer in the order in which they are appointed as appears from the minutes of the meeting at which such appointments shall have taken place. Each Assistant Secretary and each Assistant Treasurer shall also have such specific duties as the Secretary or the Treasurer respectively may delegate to such assistant and shall also have such other powers and perform such duties as may be prescribed from time to time by the Board of Directors.

SECTION 4. If there be a vacancy in any office of the corporation by reason of death, resignation, or otherwise, such vacancy shall be filled for the unexpired term by the Board of Directors, but the Board shall not be required to fill the position of Chairman of the Board.

SECTION 5. The Board of Directors may, at any time and from time to time, change, vary, assign and reassign the powers and duties specifically conferred upon any officer of the corporation by these By-laws.

ARTICLE V

Indemnification of Directors and Officers

SECTION 1. The Corporation shall indemnify such persons, for expenses and liabilities, in such manner, under such circumstances, and to such extent as permitted by Section 301.095 of the Minnesota Statutes, as now enacted or hereafter amended.

ARTICLE VI

Amendment of By-Laws

SECTION 1. These Bylaws may be amended or altered by the vote of a majority of the whole Board of Directors at any meeting, provided that notice of said meeting is given to the Directors containing the substance of any such proposed amendment. Such authority in the Board of Directors is subject to the power of the shareholders to change or repeal such Bylaws by a majority of the vote of the shareholders entitled to vote, present and represented, at any annual meeting or at any special meeting called for such purpose.

8/4/89

EXHIBIT 10A

DELUXE CORPORATION
DEFERRED COMPENSATION PLAN

SECTION I. ESTABLISHMENT AND PURPOSE

1.1 ESTABLISHMENT. Deluxe Corporation, a Minnesota corporation (hereinafter called the "Company"), hereby establishes, effective as of November 15, 1983, a deferred compensation plan which shall be known as the DELUXE CORPORATION DEFERRED COMPENSATION PLAN (hereinafter called the "Plan").

1.2 PURPOSE. The purpose of the Plan is to provide a means whereby amounts payable by the Company to officers may be deferred to some future period. It is also the purpose of the Plan to attract and retain as officers persons whose abilities, experience and judgment will contribute to the growth and profitability of the Company.

SECTION II. DEFINITIONS

2.1 DEFINITIONS. Whenever used in this document, the following terms shall have the meanings set forth below:

a. "Base Salary" means the base salary scheduled to be paid to a Participant during a Plan Year without regard to any bonus or Incentive Compensation, or any portion deferred under this Plan.

b. "Incentive Compensation" means the incentive compensation which is scheduled to be paid to a Participant based on performance during a Plan Year without regard to any portion deferred under this Plan.

c. "Committee" means the Compensation Committee of the Board of Directors of the Company.

d. "Officer" means an employee of the Company who (1) is an officer or Assistant Officer of the Company, (2) is employed in a recognized executive, administrative or professional capacity, and (3) has significant management responsibilities or is highly compensated.

e. "Participant" means any Officer who elects to participate in the Plan.

f. "Plan Year" means the twelve month period coinciding with the Company's fiscal year and ending on each December 31.

SECTION III. ELIGIBILITY FOR PARTICIPATION

Each Officer of the Company shall be eligible to participate in the Plan. In the event a Participant ceases to be an Officer, he or she shall become an inactive Participant, retaining all the rights described under the Plan, except the right to elect any further deferrals.

SECTION IV. ELECTION TO DEFER

At any time prior to the beginning of a Plan Year, any Officer may, by written notice delivered to the President of the Company, elect to defer (a) any amount of his or her Base Salary, and (b) any amount of his or her Incentive Compensation, with a minimum election of $1,000 from either Base Salary or Incentive Compensation. Any such election shall be irrevocable and shall be in effect for the Plan Year, provided that the Base Salary election shall be automatically revoked if the Participant's Base Salary does not equal or exceed the rate in effect when the election was made, and provided further that Incentive Compensation deferral shall be adjusted if the actual Incentive Compensation declared is less than the election.

The aggregate amount which may be deferred during any Plan Year shall not exceed fifteen percent (15%) of Base Salary. Each election shall be considered made when it is completed and delivered to the President of the Company. Payment shall be deferred until distribution is made in accordance with Section 6 of the Plan.

SECTION V. DEFERRAL ACCOUNTS

5.1 PARTICIPANT ACCOUNTS. The Company shall establish and maintain a bookkeeping account for each Participant. The Company shall, from time to time, provide each Participant with a statement indicating the balance of such Participant's account. At its discretion, the Company may obtain life insurance on the life of any or all Participants to provide all or a substantial portion of the money needed to pay the amounts deferred under the Plan.

5.2 EMPLOYEE BENEFIT PLAN EQUIVALENT. To the extent the Company's contributions under its compensation-based benefit plans are reduced as a result of the Participant's deferral of compensation under the Plan, the amount of such reduction shall be credited to the Participant's account. Any amount credited under this proposal shall be credited as of the last day of the Plan Year.

5.3 GROWTH ADDITIONS. Each Participant's account shall be credited on the last day of each Plan Year with a growth addition computed on the beginning balance (before crediting any Benefit Plan Equivalent), the average Base Salary deferred during the Plan Year, and the Incentive Salary deferred that is payable during the Plan Year. The growth addition shall be computed by multiplying such amounts by the Plan Interest Rate for such Plan Year. The Plan Interest Rate for each Plan Year shall be determined by the Committee, provided that the Plan Interest Rate shall in no event be lower than the lesser of: (a) ninety (90) percent (%) of the Company's average return on short term invested bank funds during its preceding fiscal year, or (b) eight (8) percent (%). In the absence of a timely determination by the Committee with respect to a particular Plan Year, the Plan Interest Rate for such year shall be equal to the Plan Interest Rate for the Previous Plan Year.

5.4 CHARGES AGAINST ACCOUNTS. There shall be charged against each Participant's account any payments made to the Participant or his or her beneficiary in accordance with Section 6 or 7 of the Plan.

5.5 CONTRACTUAL OBLIGATION. It is intended that the Company is under a contractual obligations to make payments to a Participant when due. Such payments shall be made out of the general funds of the Company.

5.6 UNSECURED INTEREST. No Participant or beneficiary shall have any interest whatsoever in any specific asset of the Company. To the extent any person acquires a right to receive payments under the Plan, such right shall be no greater than the right of any unsecured general creditor of the Company.

SECTION VI. PAYMENT OF DEFERRED AMOUNTS

6.1. The Company shall pay the funds accumulated in the Deferral Account to the Participant (or Participant's beneficiary as provided in Section 8) after Participant's termination of employment with the Company. The Deferral Account shall be paid in approximately equal consecutive monthly installments over one hundred and eighty (180) months, with the first such installment to be paid approximately thirty (30) days after the later of the date the Participant reaches age 65 or the date of the Participant's termination of employment, provided that distribution may commence at an earlier date, but no earlier than thirty (30) days after the Participant reaches age 60, if the Participant has terminated employment with the Company and enters into a satisfactory noncompetition agreement with the Company, and provided further that an account may be paid in a single payment or in accelerated installments at any time after termination of employment regardless of the age of the Participant if so determined by the Committee. A Participant who serves on the Committee shall not be eligible to vote on a determination with respect to the date or method of payment of his or her Deferral Account.

6.2. In the event of the death of the Participant, the Deferral Account shall be paid as provided in 6.1 except in the absence of a contrary determination by the Committee, installments shall commence approximately thirty (30) days after the Participant's date of death.

SECTION VII. FINANCIAL EMERGENCY

The Committee may alter the timing or manner of payment of Deferral Accounts under Section 6.1 or 6.2 in the event that the Participant establishes, to the satisfaction of the Committee, severe financial hardship. In such event, the Committee may:

a. provide that all or a portion of the Deferral Account shall be paid immediately in a lump sum payment,

b. provide that all or a portion of the installments payable over a period of time shall be paid immediately in a lump sum, or

c. provide for such other installment payment schedules as it deems appropriate under the circumstances,

as long as the accelerated distribution shall not be in excess of that amount which is necessary for the Participant to meet the financial hardship.

Severe financial hardship shall be deemed to have occurred in the event of the Participant's impending bankruptcy, a Participant's or a dependent's long and serious illness, or other events of similar magnitude. The Committee's determination as to the occurrence of a severe financial hardship of the Participant and the manner in which, if at all, the payment of deferred amounts shall be altered or modified, shall be final.

SECTION VIII. BENEFICIARY

A Participant may designate a beneficiary or beneficiaries who, upon his or her death, shall receive the distributions that otherwise would have been paid to the Participant. All designations shall be in writing and shall be effective only if and when delivered to the President of the Company during the lifetime of the Participant. If a Participant designates a beneficiary without providing in the designation that the beneficiary must be living at the time of such distributions, the designation shall vest in the beneficiary all of the distributions, whether payable before or after the beneficiary's death, and any distributions remaining upon the beneficiary's death shall be paid to the beneficiary's estate.

A Participant may from time to time change beneficiary or beneficiaries by a written instrument delivered to the President of the Company. In the event a Participant shall not designate a beneficiary or beneficiaries pursuant to this Section, or if for any reason such designation shall be ineffective, in whole or in part, the distribution that otherwise would have been paid to such Participant shall be paid to the estate and in such event, the term "beneficiary" shall include the estate.

SECTION IX. NONTRANSFERABILITY

In no event shall the Company make any payment under the Plan to any assignee or creditor of a Participant or a beneficiary. Prior to the time of payment hereunder, a Participant or beneficiary shall have no rights by way of anticipation or otherwise to assign or otherwise dispose of any interest under the Plan nor shall such rights be assigned or transferred by operation of law.

SECTION X. ADMINISTRATION

10.1 ADMINISTRATION. The Plan shall be administered by the Committee. The Committee may from time to time establish rules for the administration of the Plan that are not inconsistent with the provisions of the Plan. The Committee may, by unanimous affirmative action, authorize the chief executive officer and the chief operating officer of the Company, to the extent determined by the Committee, to exercise the authority of the Committee under the Plan, except that the Committee shall not delegate to such officers the power to set the Plan Interest Rate or to determine the method of payment of their own Deferral Accounts. Such Executive Committee shall act only during the interval between meetings of the Committee and shall be subject at all times to the control and direction of the Committee.

10.2 FINALITY OF DETERMINATION. The determination of the Committee as to disputed questions arising under the Plan, including questions of construction and interpretation, shall be final, binding, and conclusive upon all persons.

10.3 EXPENSES. The expense of administering the Plan shall be paid by the Company.

10.4 TAX WITHHOLDING. The Company shall deduct from all payments any federal, state or local taxes required by law to be withheld with respect to such payments.

SECTION XI. AMENDMENT AND TERMINATION

The Company expects the Plan to be permanent but since future conditions affecting the Company cannot be anticipated or foreseen, the Company reserves the right to amend, modify or terminate the Plan at any time by action of its Board of Directors.

SECTION XII. LIFE INSURANCE CONTRACT

If the Company elects to purchase one or more life insurance contracts to provide it with funds to make payments under the Plan, the Company shall at all times be the sole and complete owner and beneficiary of such contract(s), and shall have the unrestricted right to use all amounts and exercise all options and privileges under such contract(s) without the knowledge or consent of any Participant or beneficiary or any other person; neither Participant, beneficiary nor any other person shall have any right, title or interest whatsoever in or to any such contract(s).

SECTION XIII. MERGER, CONSOLIDATION OR ACQUISITION

In the event of a merger, consolidation or acquisition, in which the Company is not the surviving corporation, unless the successor or acquiring corporation shall elect to continue and carry on the Plan, all Deferral Accounts shall become immediately payable in full, notwithstanding any other provision to the contrary.

SECTION XIV. NO VESTED RIGHTS

The Plan and the elections exercisable hereunder shall not be deemed or construed to be a written contract of employment between any Participant and the Company, nor shall any provision of the Plan restrict the right of the Company to discharge any Participant, nor shall any provision of the Plan in any way whatsoever grant to any Participant the right to receive any scheduled compensation, bonus, or other payment of any nature whatsoever.

SECTION XV. APPLICABLE LAW

The Plan shall be governed and construed in accordance with the laws of the State of Minnesota.

10/30/84
08/17/88 (Amended)
11/10/89 (Amended)
01/10/92 (Amended)
02/12/93 (Amended)
11/12/93 (Amended)

EXHIBIT 10B

DELUXE CHECK PRINTERS, INCORPORATED
SUPPLEMENTAL BENEFIT PLAN
(ERISA EXCESS PLAN)

WHEREAS, the Company maintains an Employees Profit Sharing Plan which is qualified for certain tax benefits under Section 401 of the Internal Revenue Code, and

WHEREAS, the Company's contributions to the Plan are allocated among the Participants under a formula which is based on compensation, and

WHEREAS, the Plan, in order to retain its qualified status, prohibits annual additions to individual accounts based on compensation in excess of certain amounts prescribed in the Internal Revenue Code, and accordingly, the amount of the Company's contribution is reduced by the amount which is not so allocable, and some Participants do not receive the full amount allocable under the formula,

RESOLVED, that with respect to Participants who are officers, an amount equal to the reduction of the Company's contribution by reason of the foregoing be credited to bookkeeping accounts established and maintained for such Participants in the same manner as accounts are maintained under the Deferred Compensation Plan, and that all the administrative provisions of such Plan, including those related to interest accrual, payments, beneficiary designation and vesting, be equally applicable to amounts credited under this Plan.

Board of Directors
Deluxe Check Printers, Incorporated
November 8, 1984

EXHIBIT 10E

DELUXE CORPORATION
PERFORMANCE SHARE PLAN

SECTION I. ESTABLISHMENT

On February 10, 1994, the Board of Directors of Deluxe Corporation (the "Company"), upon recommendation by the Compensation Committee of the Board of Directors (the "Committee"), approved an incentive plan for executives as described herein, which plan shall be known as the "Deluxe Corporation Performance Share Plan" (the "Plan"). The Plan shall be submitted for approval by the shareholders of the Company at the 1994 Annual Meeting of Shareholders. The Plan shall be effective as of January 1, 1994, subject to its approval by the shareholders of the Company, and no benefits shall be issued pursuant to the Plan until after the Plan has been approved by the shareholders of the Company.

SECTION II. PURPOSE

The purpose of the Plan is to advance the interests of the Company and its shareholders by attracting and retaining key employees, and by stimulating the efforts of such employees to contribute to the continued success and growth of the business of the Company. The Plan is further intended to provide such employees with an opportunity to increase their ownership of the Company's common stock and, thereby, to increase their personal interest in the long-term success of the business in a manner designed to increase shareholder value.

SECTION III. ADMINISTRATION

3.1 COMPOSITION OF THE COMMITTEE. The Plan shall be administered by the Committee, which shall consist of members appointed from time to time by the Board of Directors and shall be comprised of not less than such number of directors as shall be required to permit the Plan to satisfy the requirements of Rule 16b-3 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or any successor rule or regulation ("Rule 16b-3"). All members of the Committee shall be members of the Board of Directors of the Company who are "disinterested persons" within the meaning of Rule 16b-3. In addition, to the extent required by Section 162(m) of the Internal Revenue Code of 1986, as amended (such statute, as it may be amended from time to time and all proposed temporary or final Treasury Regulations promulgated thereunder shall be referred to as the "Code"), at all times following the 1995 Annual Meeting of Shareholders of the Company, all members of the Committee shall be "outside directors" within the meaning of Section 162(m) of the Code.

3.2 POWER AND AUTHORITY OF THE COMMITTEE. The Committee shall have full power and authority, subject to all the applicable provisions of the Plan and applicable law, to (a) establish, amend, suspend or waive such rules and regulations and appoint such agents as it deems necessary or advisable for the proper administration of the Plan, (b) construe, interpret and administer the Plan and any instrument or agreement relating to, or Award (as defined below in Section 4.2) made under, the Plan, and (c) make all other determinations and take all other actions necessary or advisable for the administration of the Plan. Unless otherwise expressly provided in the Plan, each determination made and each action taken by the Committee pursuant to the Plan or any

instrument or agreement relating to, or Award made under, the Plan shall be (x) within the sole discretion of the Committee, (y) may be made at any time and (z) shall be final, binding and conclusive for all purposes on all persons, including, but not limited to, holders of Awards, and their legal representatives and beneficiaries, and employees of the Company or of any "Affiliate" of the Company. For purposes of the Plan and any instrument or agreement relating to, or Award made under, the Plan, the term "Affiliate" shall mean any entity that, directly or indirectly through one or more intermediaries, is controlled by the Company and any entity in which the Company has a significant equity interest, in each case as determined by the Committee in its sole discretion.

3.3 DELEGATION. The Committee may delegate its powers and duties under the Plan to one or more officers of the Company or any Affiliate or a committee of such officers, subject to such terms, conditions and limitations as the Committee may establish in its sole discretion; provided, however, that the Committee shall not delegate its power (a) to make determinations regarding officers or directors of the Company or any Affiliate who are subject to Section 16 of the Exchange Act; or (b) in such a manner as would cause the Plan not to comply with the provisions of Section 162(m) of the Code.

SECTION IV. ELIGIBILITY AND PARTICIPATION

4.1 ELIGIBILITY. The Plan is unfunded and is maintained by the Company for a select group of management or highly compensated employees. In order to be eligible to participate in the Plan, an employee of the Company or of its Affiliates must be selected by the Committee. In determining the employees who will participate in the Plan, the Committee may take into account the nature of the services rendered by the respective employees, their present and potential contributions to the success of the Company and such other factors as the Committee, in its sole discretion, shall deem relevant. A director of the Company or of an Affiliate who is not also an employee of the Company or an Affiliate shall not be eligible to participate in the Plan.

4.2 PARTICIPATION. The Committee shall determine the employees to be granted an award opportunity (the "Award"), the amount of each Award, the time or times when Awards will be made, the period of time over which such Awards are intended to be earned, and all other terms and conditions of each Award. The provisions of the Awards need not be the same with respect to any recipient of an Award (the "Participant") or with respect to different Participants. The Committee's decision to approve an Award to an employee at any time shall not require the Committee to approve a similar Award or any Award at all to that employee or any other employee or person at any future date. The Company and the Committee shall not have any obligation for uniformity of treatment of any person, including, but not limited to, Participants and their legal representatives and beneficiaries and employees of the Company or of any Affiliate of the Company.

4.3 AWARD AGREEMENT. Any employee selected for participation by the Committee shall, if requested by the Committee, execute and return to the Committee a written agreement setting forth the terms and conditions of the Award (the "Award Agreement"). A separate Award Agreement may be entered into between the Company and each Participant for each Award.

4.4 QUALIFIED PERFORMANCE-BASED COMPENSATION. Awards granted pursuant to the Plan are intended to be "qualified performance-based compensation" within the meaning of Section 162(m) of the Code. Accordingly, all of the other terms and conditions of the Plan as it applies

to any Award shall be interpreted in such a fashion so as to qualify all compensation paid thereunder as "qualified performance-based compensation" within the meaning of Section 162(m) of the Code.

4.5 MAXIMUM SHARE LIMITATIONS. No Participant may be granted an Award or Awards of any Stock Units (as defined below in Section 5.1) or Shares (as defined below in Section 5.6) under this Plan (i) and under any other stock-based benefit plan adopted by the Company (including, if adopted, the Stock Incentive Plan as defined below in Section 5.1) of more than 90,000 Shares in the aggregate in any calendar year or (ii) of more than 90,000 Shares in the aggregate during the period from January 1, 1994 through December 31, 1998; provided, however, that, for purposes of making this 90,000 Share calculation, any Shares acquired pursuant to the Deluxe Corporate Annual Incentive Plan shall not be taken into account.

4.6 EMPLOYMENT RIGHTS AND OTHER BENEFIT PROGRAMS. The provisions of this Plan shall not give any Participant any right to be retained in the employment of the Company. In the absence of any specific agreement to the contrary, this Plan shall not affect any right of the Company, or of any Affiliate of the Company, to terminate, with or without cause, any Participant's employment at any time. This Plan shall not replace any contract of employment, whether oral or written, between the Company and any Participant, but shall be considered a supplement thereto. This Plan is in addition to, and not in lieu of, any other employee benefit plan or program in which any Participant may be or become eligible to participate by reason of employment with the Company. No compensation or benefit awarded to or realized by any Participant under the Plan shall be included for the purpose of computing such Participant's compensation under any compensation-based retirement, disability, or similar plan of the Company unless required by law or otherwise provided by such other plan.

SECTION V. AWARDS

5.1 GENERAL. The Committee shall determine that Award or Awards to be made to each Participant, and each Award shall be subject to the terms and conditions of the Plan and the applicable Award Agreement. An Award shall be made in the form of units equivalent to Shares (the "Stock Units"). Awards may be granted singly or in combination, or in addition to, in tandem with or in substitution for any grants or rights under any employee or compensation plan of the Company or of any Affiliate, including the Deluxe Corporation Stock Incentive Plan (the "Stock Incentive Plan"). All or part of an Award may be subject to conditions and forfeiture provisions established by the Committee, and set forth in the Award Agreement, which may include, but are not limited to, continuous service with the Company or an Affiliate.

5.2 BUSINESS CRITERIA FOR PERFORMANCE-BASED AWARDS. The right to have an Award vest or become payable in any fashion shall be determined solely on account of the attainment of one pre-established, objective performance goal selected by the Committee at the time of the grant of the Award. Such goal shall be based solely on the Company's total return to shareholders during a period selected by the Committee (a "Performance Period") as compared to the total return to shareholders of companies comprising the Standard & Poor's 500 Company Stock Index (the "S & P 500") during a measurement period (a "Measurement Period") selected by the Committee, which Measurement Period need not be the same as the Performance Period. The Performance Period and Measurement Period with respect to each Award shall be designated by the Committee in its sole discretion at the time of the grant of the Award. Total return to

shareholders shall mean appreciation in share price between the date of grant and the end of the applicable Performance Period or Measurement Period, plus dividends paid during such period.

5.3 AWARD OF STOCK UNITS. All Awards shall be granted in the form of Stock Units. No certificates shall be issued with respect to such Stock Units, but the Company shall maintain a bookkeeping account in the name of the Participant to which the Stock Units shall relate. Each Stock Unit shall represent the right to receive a payment of one or more Shares of the Company's Common Stock or a continuing Stock Unit, or other Awards, or a combination thereof, with such restrictions and conditions as the Committee may determine in its sole discretion, including, but not limited to, the issuance of Shares as restricted stock legended to indicate restrictions on transferability.

5.4 DIVIDEND EQUIVALENTS. The Committee, in its sole discretion, may provide that any Award may earn dividend equivalents as provided in the Stock Incentive Plan.

5.5 PAYMENT OF AWARDS; MINIMUM ACHIEVEMENT FOR PAYMENT. Payment of Awards may be made at such times, with such restrictions and conditions, and in such forms (Shares, including restricted Shares, Stock Units, other Awards, or combinations thereof) as the Committee in its sole discretion may determine at the time of grant of the Awards. Notwithstanding any other provision of the Plan to the contrary, a payment will not be made with respect to any Award or any Stock Unit included as part of an Award for any Performance Period unless the Company's total return to shareholders for the Performance Period is at least equal to the total return to shareholders for companies in the 50th percentile of the S & P 500 for the Measurement Period.

5.6 STOCK INCENTIVE PLAN. All shares ("Shares") of Company Common Stock, $1.00 par value, to be issued under the Plan shall be issued pursuant to the Stock Incentive Plan to be voted upon for approval by the shareholders of the Company at the 1994 Annual Meeting of Shareholders. Accordingly, such Shares shall be subject to all of the additional terms and conditions of Stock Incentive Plan. In the event the Stock Incentive Plan is not so approved by the Company's shareholders, this Plan shall be of no effect, as described in Section 9.1 hereof.

SECTION VI. TERMINATION OF EMPLOYMENT

Each Award Agreement shall include provisions governing the disposition of an Award in the event of the retirement, disability, death or other termination of a Participant's employment with the Company or an Affiliate.

SECTION VII. NON-TRANSFERABILITY

Except as otherwise determined by the Committee or as set forth in the applicable Award Agreement, no Award and no right under any Award shall be transferable by a Participant otherwise than by will or by the laws of descent and distribution; provided however, that if so determined by the Committee, a Participant may, in the manner established by the Committee, (i) designate a beneficiary or beneficiaries to exercise the rights of the Participant and receive any property distributable with respect to any Award upon the death of the Participant, or (ii) transfer any Award to any member of such Participant's "immediate family" (as such term is defined in Rule 16a-1(e) promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, or any successor rule or regulation) or to a trust whose

beneficiaries are members of such Participant's "immediate family." Each Award or right under any Award shall be exercisable during a Participant's lifetime only by the Participant, or by a member of such Participant's "immediate family" or a trust for members of such "immediate family" pursuant to a transfer as described above, or if permissible under applicable law, by the Participant's guardian or legal representative. No Award or right under any Award may be pledged, alienated, attached or otherwise encumbered and any purported pledge, alienation, attachment or encumbrance thereof shall be void and unenforceable against the Company or any Affiliate of the Company.

SECTION VIII. TAXES

In order to comply with all applicable federal or state income, social security, payroll, withholding or other tax laws or regulations, the Committee may establish such policy or policies as it deems appropriate with respect to such laws and regulations, including without limitation, the establishment of policies to ensure that all applicable federal or state income, social security, payroll, withholding or other taxes, which are the sole and absolute responsibility of the Participant, are withheld or collected from such Participant. In order to assist a Participant in paying all or part of the federal and state taxes to be withheld or collected upon receipt or payment of (or the lapse of restrictions relating to) an Award, the Committee, in its sole discretion and subject to such additional terms and conditions as it may adopt, may permit the Participant to satisfy such tax obligation by (a) electing to have the Company withhold a portion of the shares of Common Stock otherwise to be delivered upon receipt or payment of (or the lapse of restrictions relating to) such Award with a fair market value equal to the amount of such taxes or (b) delivering to the Company shares of Common Stock other than the shares issuable upon receipt or payment of (or the lapse of restrictions relating to) such Award with a fair market value equal to the amount of such taxes.

SECTION IX. AMENDMENT AND TERMINATION

9.1 TERM OF PLAN. Unless the Plan shall have been discontinued or terminated as provided in Section 9.2 hereof, or unless the Company's shareholders have failed to approve this Plan and the Stock Incentive Plan, the Plan shall terminate on December 31, 1998. This Plan shall be of no effect, and the Board of Directors shall be deemed automatically to have terminated this Plan, if the Company's shareholders fail to approve the Stock Incentive Plan at the Company's 1994 Annual Meeting of Shareholders. No Awards may be granted after such termination, but termination of the Plan shall not alter or impair any rights or obligations under any Award theretofore granted, without the consent of the Participant or holder or beneficiary thereof, except as otherwise provided in the Plan or the Award Agreement.

9.2 AMENDMENTS TO PLAN. Except to the extent prohibited by applicable law and unless otherwise expressly provided in the Plan or an Award Agreement, the Board of Directors of the Company may amend, alter, suspend, discontinue or terminate the Plan; provided, however, that notwithstanding any other provision of the Plan or any Award Agreement, without the approval of the shareholders of the Company, no such amendment, alteration, suspension, discontinuation or termination shall be made that, absent such approval:

a. would cause Rule 16b-3 to become unavailable with respect to the Plan; or

b. would violate the rules or regulations of the New York Stock Exchange, any other securities exchange or the National Association of Securities Dealers, Inc. that are applicable to the Company.

9.3 WAIVERS OF AWARD CONDITIONS OR RIGHTS. The Committee may waive any condition of, or rights of the Company under, any outstanding Award, prospectively or retroactively.

9.4 LIMITATION ON AMENDMENTS TO AWARDS. Neither the Committee nor the Company may amend, alter, suspend, discontinue or terminate any outstanding Award, prospectively or retroactively, without the consent of the Participant or holder or beneficiary thereof, except as otherwise provided in the Plan or the Award Agreement.

9.5 CORRECTION OF DEFECTS, OMISSIONS AND INCONSISTENCIES. Except to the extent prohibited by applicable law and unless otherwise expressly provided in the Plan or an Award Agreement, the Committee may correct any defect, supply any omission or reconcile any inconsistency in the Plan, any Award or any Award Agreement in the manner and to the extent it shall deem desirable to carry the Plan into effect.

SECTION X. MISCELLANEOUS

10.1 GOVERNING LAW. The Plan and any Award Agreement shall be governed by and construed in accordance with the internal laws, and not the laws of conflicts, of the State of Minnesota.

10.2 SEVERABILITY. If any provision of the Plan, any Award or any Award Agreement is or becomes or is deemed to be invalid, illegal or unenforceable in any jurisdiction or would disqualify the Plan, any Award or any Award Agreement under any law deemed applicable by the Committee, such provision shall be construed or deemed amended to conform to applicable laws, or if it cannot be so construed or deemed amended without, in the determination of the Committee, materially altering the purpose of intent of the Plan, the Award or the Award Agreement, such provision shall be stricken as to such jurisdiction, and the remainder of the Plan, any such Award or any such Award Agreement shall remain in full force and effect.

10.3 NO TRUST OR FUND CREATED. Neither the Plan nor any Award or Award Agreement shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company or any Affiliate and a Participant or any other person. To the extent that any person acquires a right to receive payments from the Company or any Affiliate pursuant to an Award, such right shall be no greater than the right of any unsecured general creditor of the Company or of any Affiliate.

10.4 HEADINGS. Headings are given to the sections and subsections of the Plan solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of the Plan or any provision thereof.

10.5 STOCK INCENTIVE PLAN. Except as otherwise specifically stated herein, all of the terms and conditions of the Stock Incentive Plan shall also govern Awards under this Plan.

EXHIBIT 10F

DELUXE CORPORATION
ANNUAL INCENTIVE PLAN
(AS AMENDED AND RESTATED
EFFECTIVE AS OF DECEMBER 21, 1994)

1 ESTABLISHMENT. On November 12, 1993, the Board of Directors of Deluxe Corporation, upon recommendation by the Compensation Committee of the Board of Directors, approved an incentive plan for executives as described herein, which plan shall be known as the "Deluxe Corporation Annual Incentive Plan." This Plan shall be submitted for approval by the shareholders of Deluxe Corporation at the 1994 Annual Meeting of Shareholders. This Plan shall be effective as of January 1, 1994, subject to its approval by the shareholders, and no benefits shall be issued pursuant thereto until after this Plan has been approved by the shareholders.

2 PURPOSE. The purpose of this Plan is to advance the interests of Deluxe Corporation and its shareholders by attracting and retaining key employees, and by stimulating the efforts of such employees to contribute to the continued success and growth of the business of the Company. This Plan is further intended to provide employees with an opportunity to increase their ownership of the Company's common stock and, thereby, to increase their personal interest in the long-term success of the business in a manner designed to increase shareholder value.

3 DEFINITIONS. When the following terms are used herein with initial capital letters, they shall have the following meanings:

3.1 COMPENSATION COMMITTEE - a committee of the Board of Directors of the Company designated by such Board to administer the Plan which shall consist of members appointed from time to time by the Board of Directors and shall be composed of not fewer than such number of directors as shall be required to permit the Plan to satisfy the requirements of Rule 16b-3 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the "1934 Act"), as amended, or any successor rule or regulation ("Rule 16b-3"). Each member of the Compensation Committee shall be a "disinterested person" within the meaning of Rule 16b-3 and, following the 1995 Annual Meeting of Shareholders of the Company, an "outside director" within the meaning of Section 162(m) of the Code.

3.2 CODE - the Internal Revenue Code of 1986, as it may be amended from time to time, and any proposed, temporary or final Treasury Regulations promulgated thereunder.

3.3 COMMON STOCK - the common stock, par value $1.00 per share, of the Company.

3.4 COMPANY - Deluxe Corporation, a Minnesota corporation, and any of its subsidiaries or affiliates, whether now or hereafter established.

3.5 DELUXE - Deluxe Corporation, a Minnesota corporation, and all subsidiaries included in its consolidated financial reports for a given period.

3.6 EXECUTIVES - all Participants for a given Performance Period designated by the Compensation Committee as "Executives" for purposes of this Plan. The Compensation Committee shall designate as Executives all Participants it reasonably believes may be "named executive officers" under Rule 402 promulgated under the 1934 Act for that Performance Period.

3.7 INCENTIVE POOL AMOUNT - a specific dollar amount equal to the Company's ROACE Achievement Factor multiplied by the Maximum Incentive Pool Amount.

3.8 INDIVIDUAL INCENTIVE AMOUNT - an amount for a Performance Period equal to (a) for any Executive, the product of (i) such Executive's Maximum Incentive multiplied by (ii) a fraction equal to (W) the Incentive Pool Amount divided by (X) the Maximum Incentive Pool Amount and (b) for any Other Participant, the product of (i) such Other Participant's Individual Performance Achievement Factor multiplied by (ii) the product of (Y) such Other Participant's Maximum Incentive multiplied by (Z) a fraction equal to (A) the Incentive Pool Amount divided by (B) the Maximum Incentive Pool Amount.

3.9 INDIVIDUAL PERFORMANCE ACHIEVEMENT FACTOR - a percentage, not exceeding 100% (expressed as a fraction for the purposes of the calculation of benefits under the Plan), provided in a schedule or table or computed from a formula established by the Compensation Committee in advance of a Performance Period which corresponds to the achievement by each Other

Participant of the Performance Factors established by the Compensation Committee which are applicable to the Other Participant for the Performance Period.

3.10 MAXIMUM INCENTIVE POOL AMOUNT - a specific dollar amount which shall constitute the maximum amount of benefits payable (whether in cash or shares of Common Stock or any combination thereof) to all Participants under this Plan for a given Performance Period. This amount shall be established for each Performance Period by the Compensation Committee prior to the start of such Performance Period, based upon such factors as it shall deem appropriate

3.11 MAXIMUM INCENTIVE - a specific dollar amount which shall constitute the maximum incentive payment to be made (whether in cash or shares of Common Stock or any combination thereof) pursuant to the Plan to a Participant for a Performance Period, as determined by the Compensation Committee prior to the start of such Performance Period, based upon such factors as it shall deem appropriate; provided that the Maximum Incentive for any Other Participant may be increased by the Compensation Committee after the conclusion of a Performance Period in accordance with Section 5.1(b) hereof; and provided, further, however, that the Maximum Incentive which may be paid pursuant to the Plan to any Participant (including any Other Participant pursuant to Section 5.1(b)), whether in cash or other property, shall not exceed in value $800,000 in any calendar year. Any incentive payment (or portion thereof) paid in a form other than cash shall be valued at the fair market value thereof on the date of payment in such manner as the Compensation Committee shall determine.

3.12 OTHER PARTICIPANTS - all Participants for a given Performance Period who are not designated as "Executives" by the Compensation Committee for such Performance Period.

3.13 PARTICIPANTS - any management or highly compensated employees of the Company who are designated by the Compensation Committee prior to the start of a Performance Period as Participants in this Plan. Directors of the Company who are not also employees of the Company are not eligible to participate in the Plan. Participants shall be designated as either Executives or Other Participants by the Compensation Committee prior to the start of a Performance Period.

3.14 PERFORMANCE FACTOR - the preestablished, objective performance goals selected by the Compensation Committee prior to the start of each Performance Period and which shall (i) in the case of Executives, be based solely on ROACE and (ii) in the case of Other Participants, be based on such business criteria (which may be, exclusively, ROACE) as the Committee may determine to be appropriate, which may include financial and nonfinancial performance goals that are linked to such individual's business unit or the Company as a whole or to such individual's areas of responsibility.

3.15 PERFORMANCE PERIOD - each consecutive twelve-month period commencing on January 1 of each year during the term of this Plan.

3.16 PLAN - this Deluxe Corporation Annual Incentive Plan.

3.17 RETURN ON AVERAGE CAPITAL EMPLOYED OR ROACE - a percentage computed as Deluxe's (or group of companies') "income from operations" on a consolidated basis as reported to its shareholders divided by Deluxe's (or group of companies') "total invested capital." As used herein, "income from operations" shall be computed as income before taxes, interest expense and interest income, and "total invested capital" shall be computed as the sum of long-term debt, common equity and preferred stock, all as computed in accordance with generally accepted accounting principles as in effect from time to time and, with respect to Deluxe, as applied by Deluxe in the preparation of its financial statements.

3.18 ROACE ACHIEVEMENT FACTOR - is a percentage (expressed as a fraction for purposes of the calculation of benefits under the Plan) provided in a schedule or table or computed from a formula established by the Committee in advance of a Performance Period, which corresponds to or is derived from Deluxe's ROACE during the Performance Period as compared to the S&P 500 ROACE during a measurement period (which need not be the same as the Performance Period); provided that the percentage shall be zero in the event Deluxe's ROACE during the Performance Period is less than the fiftieth (50th) percentile of the S&P 500 ROACE during the applicable S&P 500 measurement period.

3.19 S&P 500 - the company stock index reported by Standard & Poor's, Inc., also known as the Standard & Poor's 500 Company Stock Index."

3.20 UNITS - Restricted Stock Units, as defined in the Deluxe Corporation Stock Incentive Plan.

4 ADMINISTRATION.

4.1 POWER AND AUTHORITY OF COMPENSATION COMMITTEE. The Plan shall be administered by the Compensation Committee. The Compensation Committee shall have full power and

authority, subject to all the applicable provisions of the Plan and applicable law, to (a) establish, amend, suspend or waive such rules and regulations and appoint such agents as it deems necessary or advisable for the proper administration of the Plan, (b) construe, interpret and administer the Plan and any instrument or agreement relating to the Plan, (c) determine, from time to time, whether shares of Common Stock and/or Units will be made available to Participants under the Plan, and (d) make all other determinations and take all other actions necessary or advisable for the administration of the Plan. Unless otherwise expressly provided in the Plan, each determination made and each action taken by the Compensation Committee pursuant to the Plan or any instrument or agreement relating to the Plan shall be (x) within the sole discretion of the Compensation Committee, (y) may be made at any time and (z) shall be final, binding and conclusive for all purposes on all persons, including, but not limited to, Participants and their legal representatives and beneficiaries, and employees of the Company.

4.2 DELEGATION. The Compensation Committee may delegate its powers and duties under the Plan to one or more officers of the Company or a committee of such officers, subject to such terms, conditions and limitations as the Compensation Committee may establish in its sole discretion; provided, however, that the Compensation Committee shall not delegate its power (a) to make determinations regarding officers or directors of the Company who are subject to Section 16 of the 1934 Act; or (b) in such a manner as would cause the Plan not to comply with the provisions of Section 162(m) of the Code.

4.3 DETERMINATIONS MADE PRIOR TO EACH PERFORMANCE PERIOD. Prior to the first day of April of each Performance Period (i.e., at any time ending on or before the 90th day of each Performance Period), the Compensation Committee shall:

a. designate all Participants (including designation as Executives or Other Participants) for such Performance Period;

b. determine the measurement period to be used to calculate the ROACE of the S&P 500 for purposes of determining the ROACE Achievement Factor;

c. establish the objective Performance Factors; provided that the Performance Factors selected for Executives for any Performance Period shall be based solely on ROACE and for each such Executive shall be based upon the same table, schedule or formula (for determining the ROACE Achievement Factor) selected by the Compensation Committee for Executives for that Performance Period;

d. establish the applicable table, schedule or formula to be used in determining the Individual Performance Achievement Factors for the purpose of establishing the Individual Incentive Amounts for Other Participants during the Performance Period;

e. establish the table, schedule or formula to be used in determining the ROACE Achievement Factor for the Performance Period for the purpose of establishing the incentive Pool Amount for that Performance Period; and

f. determine the Maximum Incentive Pool Amount for the Performance Period and Maximum Incentive for each Participant payable for such Performance Period.

4.4 CERTIFICATION. Following the close of each Performance Period and prior to payment of any amount to any Participant under the Plan, the Compensation Committee must certify in writing Deluxe's ROACE and resulting Incentive Pool Amount for that Performance Period and certify as to be attainment of all other factors (including the Performance Factors for a Participant) upon which any payments to a Participant for that Performance Period are to be based.

4.5 SHAREHOLDER APPROVAL. The material terms of this Plan shall be disclosed to and approved by shareholders of the Company in accordance with Section 162(m) of the Code. No amount shall be paid to any Participant under this Plan unless such shareholder approval has been obtained.

5 INCENTIVE PAYMENT.

5.1 FORMULA.

a. EXECUTIVES. Each Executive shall receive a payment under this Plan for a Performance Period in an amount not greater than such Executive's Individual Incentive Amount for that Performance Period (which amount may be reduced by the Compensation Committee pursuant to Section 5.2(b) hereof); provided that, in no event shall such amount be greater than the Executive's Maximum Incentive for that Performance Period.

b. OTHER PARTICIPANTS. Each of the Other Participants shall receive a payment under this Plan for a Performance Period in an amount equal to such Other Participant's Individual Incentive Amount for that Performance Period; provided, however that, with respect to such Other Participants, the Compensation Committee may increase (which increased payment may exceed an Other Participant's Maximum Incentive, but may not exceed $800,000) or decrease such payment by taking into account such individual's performance, competitive compensation and other factors deemed relevant by the Compensation Committee, which factors need not be based on the achievement of any of the Performance Factors.

5.2 LIMITATIONS.

a. MINIMUM ROACE ACHIEVEMENT. In no event shall any Participant receive any payment hereunder unless Deluxe's ROACE for a Performance Period is at least equal to the 50th percentile of ROACE for companies included in the S&P 500 for the measurement period determined by the Compensation Committee.

b. DISCRETIONARY REDUCTION. The Compensation Committee shall retain sole and full discretion to reduce by any amount the amount of any incentive payment otherwise payable to any Participant under this Plan, but may not increase the payment to any Executive for any Performance Period above such Executive's Individual Incentive Amount for such Performance Period.

c. CONTINUED EMPLOYMENT. Except as otherwise provided by the Compensation Committee, no incentive payment under this Plan with respect to a Performance Period shall be paid or owed to a Participant whose employment terminates prior to the last day of such Performance Period.

d. MAXIMUM PAYMENTS. In no event shall the aggregate of all awards paid under the Plan to all Participants for any Performance Period exceed the Incentive Pool Amount for such Performance Period.

6 BENEFIT PAYMENTS.

6.1 TIME AND FORM OF PAYMENTS. Prior to the start of a Performance Period, each Participant shall elect whether to receive benefits which may be paid under the Plan in cash or in the form of shares of Common Stock or Units (whichever is made available by the Compensation Committee to such Participant in the Compensation Committee's sole discretion) or some combination thereof. Participants who elect to receive some percentage of the incentive payment in the form of cash shall be entitled to elect, at the same time as the cash election is made, to defer such receipt in accordance with the terms of any Company deferred compensation plan in effect at the time and applicable to such cash payment. In the event a Participant has elected to receive some percentage of the incentive payment in the form of cash, and subject to any such deferred compensation election, such cash incentive shall be paid as soon as administratively feasible after the Compensation Committee has made the certifications provided for in Section 4.4 above and otherwise determined the amount of such Participant's incentive payment payable under this Plan. In the event that a Participant chooses to receive some percentage of the incentive payment in the form of shares or Units (as the case may be), in lieu of cash (the "Share Dollar Amount"), the Participant shall be entitled to receive shares of restricted Common Stock (or Units, as the case may be) equal to 125% of the Share Dollar Amount pursuant to this Plan, based on the fair market value of a share of Common Stock (as determined in accordance with the terms of the Deluxe Corporation Stock Incentive Plan [the "Stock Incentive Plan"]), as of the date such shares or Units are to be issued or awarded, respectively, after the Compensation Committee has made the certifications provided for in Section 4.4 above and otherwise determined the amount of a Participant's incentive payment payable under this Plan.

In the event a Participant has elected to receive some percentage of the incentive payment in the form of shares of Common Stock or Units (as the case may be), such shares or Units shall be issued or awarded, respectively, pursuant to the Stock Incentive Plan to be approved by the shareholders of the Company at the 1994 Annual Meeting of Shareholders, which shares or Units shall be subject to such forfeiture rights and to such restrictions regarding transfer as may be established by the Compensation Committee; provided, however, that the individual share limitation provided for in Section 4(d) of the Stock Incentive Plan shall not apply to shares issued under this Plan. In the event that the Stock Incentive Plan is not approved by the shareholders of the Company at the 1994 Annual Meeting of Shareholders, all incentive payments to be made under this Plan shall be paid in cash.

6.2 NONTRANSFERABILITY. Except as otherwise determined by the Compensation Committee, no right to any incentive payment hereunder, whether payable in cash or other property, shall be transferable by a Participant otherwise than by will or by the laws of descent and distribution; provided, however, that if so determined by the Compensation Committee, a Participant may, in the manner established by the Compensation Committee (i) designate a beneficiary or beneficiaries to exercise the rights of the Participant and receive any cash

or property hereunder upon the death of the Participant, or (ii) transfer any rights to any cash incentive payment hereunder to any member of such Participant's "immediate family" (as such terms is defined in Rule 16a-1(e) promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, or any successor rule or regulation) or to a trust whose beneficiaries are members of such Participant's "immediate family." No right to any incentive payment hereunder may be pledged, alienated, attached or otherwise encumbered, and any purported pledge, alienation, attachment or encumbrance thereof shall be void and unenforceable against the Company.

6.3 TAX WITHHOLDING. In order to comply with all applicable federal or state income, social security, payroll, withholding or other tax laws or regulations, the Compensation Committee may establish such policy or policies as it deems appropriate with respect to such laws and regulations, including without limitation, the establishment of policies to ensure that all applicable federal or state income, social security, payroll, withholding or other taxes, which are the sole and absolute responsibility of the Participant, are withheld or collected from such Participant. In order to assist a Participant in paying all or part of the federal and state taxes to be withheld or collected upon receipt or payment of (or the lapse of restrictions relating to) an incentive payment payable hereunder, the Compensation Committee, in its sole discretion and subject to such additional terms and conditions as it may adopt, may permit the Participant to satisfy such tax obligation by (a) electing to have the Company withhold a portion of the shares of Common Stock otherwise to be delivered upon payment of (or the lapse of restrictions relating to) an incentive payment hereunder with a fair market value equal to the amount of such taxes or (b) delivering to the Company shares of Common Stock other than the shares issuable upon payment of (or the lapse of restrictions relating to) such incentive payment with a fair market value equal to the amount of such taxes.

7 AMENDMENT AND TERMINATION; ADJUSTMENTS. Except to the extent prohibited by applicable law and unless otherwise expressly provided in the Plan:

a. AMENDMENTS TO THE PLAN. The Board of Directors of the Company may amend, alter, suspend, discontinue or terminate the Plan, without the approval of the shareholders of the Company, except that no such amendment, alteration, suspension, discontinuation or termination shall be made that, absent such approval:

   i. would cause Rule 16b-3 to become unavailable with respect to the Plan; or

   ii. would violate the rules or regulations of the New York Stock Exchange, any other securities exchange or the National Association of Securities Dealers, Inc. that are applicable to the Company.

b. WAIVERS OF INCENTIVE PAYMENT CONDITIONS OR RIGHTS. The Compensation Committee may waive any conditions of or rights of the Company under any right to an incentive payment hereunder, prospectively or retroactively.

c. LIMITATION ON AMENDMENTS TO INCENTIVE PAYMENT RIGHTS. Neither the Compensation Committee nor the Company may amend, alter, suspend, discontinue or terminate any rights to an incentive payment, prospectively or retroactively, without the consent of the Participant or holder or beneficiary thereof, except as otherwise herein provided.

d. CORRECTION OF DEFECTS, OMISSIONS AND INCONSISTENCIES. The Compensation Committee may correct any defect, supply any omission or reconcile any inconsistency in the Plan in the manner and to the extent it shall deem desirable to carry the Plan into effect.

8 MISCELLANEOUS.

8.1 EFFECTIVE DATE. This Plan shall be deemed effective, subject to shareholder approval, as of January 1, 1994.

8.2 TERM OF THE PLAN. Unless the Plan shall have been discontinued or terminated, the Plan shall terminate on December 31, 1998. No right to receive an incentive payment shall be granted after the termination of the Plan. However, unless otherwise expressly provided in the Plan, any right to receive an incentive payment theretofore granted may extend beyond the termination of the Plan, and the authority of the Board of Directors and Compensation Committee to amend or otherwise administer the Plan shall extend beyond the termination of the Plan.

8.3 HEADINGS. Headings are given to the Sections and subsections of the Plan solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of the Plan or any provision thereof.

8.4 APPLICABILITY TO SUCCESSORS. This Plan shall be binding upon and inure to the benefit of the Company and each Participant, the successors and assigns of the Company, and the beneficiaries, personal representatives and heirs of each Participant. If the Company becomes a party to any merger, consolidation or reorganization, this Plan shall remain in full force and effect as an obligation of the Company or its successors in interest (except to the extent modified by the terms of the Stock Incentive Plan with respect to the shares of restricted Common Stock issued under Section 6.1 hereof).

8.5 EMPLOYMENT RIGHTS AND OTHER BENEFIT PROGRAMS. The provisions of this Plan shall not give any Participant any right to be retained in the employment of the Company. In the absence of any specific agreement to the contrary, this Plan shall not affect any right of the Company, or of any affiliate of the Company, to terminate, with or without cause, any Participant's employment at any time. This Plan shall not replace any contract of employment, whether oral or written, between the Company and any Participant, but shall be considered a supplement thereto. This Plan is in addition to, and not in lieu of, any other employee benefit plan or program in which any Participant may be or become eligible to participate by reason of employment with the Company. No compensation or benefit awarded to or realized by any Participant under the Plan shall be included for the purpose of computing such Participant's compensation under any compensation-based retirement, disability, or similar plan of the Company unless required by law or otherwise provided by such other plan.

8.6 NO TRUST OR FUND CREATED. This Plan shall not create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company or any

affiliate and a Participant or any other person. To the extent that any person acquires a right to receive payments from the Company or any affiliate pursuant to this Plan, such right shall be no greater than the right of any unsecured general creditor of the Company or of any affiliate.

8.7 GOVERNING LAW. The validity, construction and effect of the Plan or any incentive payment payable under the Plan shall be determined in accordance with the laws of the State of Minnesota.

8.8 SEVERABILITY. If any provision of the Plan is or becomes or is deemed to be invalid, illegal or unenforceable in any jurisdiction such provision shall be construed or deemed amended to conform to applicable laws, or if it cannot be so construed or deemed amended without, in the determination of the Compensation Committee, materially altering the purpose or intent of the Plan, such provision shall be stricken as to such jurisdiction, and the remainder of the Plan shall remain in full force and effect.

8.9 QUALIFIED PERFORMANCE-BASED COMPENSATION. All of the terms and conditions of the Plan shall be interpreted in such a fashion as to qualify all compensation paid hereunder as "qualified performance-based compensation" within the meaning of Section 162(m) of the Code.

EXHIBIT 13

DOCUMENTS INCORPORATED BY REFERENCE
1994 ANNUAL REPORT TO SHAREHOLDERS

FINANCIAL HIGHLIGHTS

(Dollars in Thousands Except per Share Amounts)	1994	1993	Change
Net sales	$1,747,920	$1,581,767	10.5%
Net income	140,866	141,861	(.7%)
Return on sales	8.1%	9.0%	
Per share	1.71	1.71	
Return on average shareholders' equity	17.4%	17.4%	
Cash dividends paid	120,503	117,945	2.2%
Per share	1.46	1.42	2.8%
Shareholders' equity	814,393	801,249	1.6%
Book value per share	9.89	9.66	2.4%
Average common shares outstanding (thousands)	82,400	82,936	
Number of shareholders	22,436	23,084	
Number of employees	18,903	17,748	6.5%

Graph Data

Net Sales (Dollars in Millions)		Net Income per Share (Dollars)		Cash Dividends per Share (Dollars)	
1994	$1,748	1994	$1.71	1994	$1.46
1993	$1,582	1993	$1.71	1993	$1.42
1992	$1,534	1992	$2.42	1992	$1.34
1991	$1,474	1991	$2.18	1991	$1.22
1990	$1,414	1990	$2.03	1990	$1.10

FINANCIAL REVIEW

This section reports on Deluxe's financial condition for the past two fiscal years and its operating results for the past three fiscal years. During the past decade, the Company has had a compound annual growth rate of 9.9% in sales, 7.4% in cash flow, 4.8% in net income, 5.5% in net income per share, 10.5% in book value, and 14.1% in cash dividends per share.

In 1994, sales increased 10.5%, while net income decreased .7%. The return on sales was 8.1%, down from last year's 9.0%, and the return on average assets was 11.2%, compared to last year's 11.6%. Return on average shareholders' equity was 17.4% in 1994 and 1993.

Deluxe's financial condition continues to be strong. The current ratio on December 31, 1994, decreased to 1.4 to 1, from 1.8 to 1 on December 31, 1993, due primarily to acquisitions. The percentage of long-term debt to shareholders' equity at year end was 13.6%, compared to 13.8% on December 31, 1993, with shareholders' equity increasing to $814.4 million from $801.2 million.

Contents

ELEVEN-YEAR SUMMARY

(Dollars in Thousands Except per Share Amounts)	1994	1993	1992	1991
Net sales	$1,747,920	$1,581,767	$1,534,351	$1,474,482
Salaries and wages	522,654	491,868	456,893	444,987
Employee profit sharing and pension plan expense	59,668	61,162	60,307	55,410
Employee bonus and stock purchase discount expense	22,178	20,215	25,494	22,417
Provision for income taxes	100,020	94,052	121,999	112,591
Net income	140,866	141,861	202,784	182,902
Return on sales	8.06%	8.97%	13.22%	12.40%
Per share	1.71	1.71	2.42	2.18
Return on average shareholders' equity	17.44%	17.40%	25.70%	25.69%
Cash dividends paid	120,503	117,945	112,483	102,512
Per share	1.46	1.42	1.34	1.22
Shareholders' equity	814,393	801,249	829,808	747,976
Book value per share	9.89	9.66	9.90	8.91
Additions to machinery and equipment	86,411	45,675	52,598	48,605
Additions to realty and leaseholds	39,815	16,435	19,013	23,896
Depreciation and amortization expense	86,416	72,320	66,615	75,976
Working capital increase (decrease)	(94,086)	(162,387)	55,975	185,879
Total assets	1,256,272	1,251,994	1,199,556	1,099,059
Return on average assets	11.23%	11.57%	17.64%	18.08%
Long-term debt	110,867	110,755	115,522	110,575
Average common shares outstanding (thousands)	82,400	82,936	83,861	84,005
Number of employees	18,903	17,748	17,400	17,563

Number of production and service facilities	74	73	85	82
Facility area--square feet (thousands)	4,813	4,623	5,454	5,238

</TABLE>

Graph Data

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Net Income (Dollars in Millions)		Return on Average Assets (Percent)		Return on Average Shareholders' Equity (Percent)	
<S>	<C>	<C>	<C>	<C>	<C>
1994	$140.9	1994	11.23	1994	17.44
1993	$141.9	1993	11.57	1993	17.40
1992	$202.8	1992	17.64	1992	25.70
1991	$182.9	1991	18.08	1991	25.69
1990	$172.2	1990	19.44	1990	26.36
1989	$152.6	1989	18.69	1989	25.47
1988	$143.4	1988	17.35	1988	27.08
1987	$148.5	1987	19.45	1987	32.86
1986	$121.1	1986	20.50	1986	31.57
1985	$104.2	1985	21.73	1985	31.91
1984	$87.8	1984	20.87	1984	30.07

</TABLE>

<TABLE>
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1990	1989	1988	1987	1986	1985	1984
<S>	<C>	<C>	<C>	<C>	<C>	<C>
$1,413,553	$1,315,828	$1,195,971	$948,010	$866,829	$764,421	$682,823
417,193	393,339	367,302	300,225	272,526	246,735	222,586
52,314	48,423	44,398	39,567	36,630	33,369	31,086
20,598	17,876	13,698	13,686	12,702	10,802	9,304
110,345	93,691	83,288	88,137	101,891	87,692	75,219
172,161	152,631	143,354	148,512	121,109	104,215	87,816
12.18%	11.60%	11.99%	15.67%	13.97%	13.63%	12.86%
2.03	1.79	1.68	1.74	1.42	1.22	1.00
26.36%	25.47%	27.08%	32.86%	31.57%	31.91%	30.07%
93,109	83,679	73,392	64,849	49,630	42,055	34,130
1.10	.98	.86	.76	.58	.49	.39
675,792	630,643	567,731	490,820	413,132	354,083	299,106
8.04	7.40	6.65	5.77	4.85	4.14	3.48
49,233	55,658	59,252	45,868	27,733	34,285	23,262
14,722	32,764	19,634	15,841	9,529	3,759	7,279
74,050	67,340	59,846	45,462	32,079	25,953	23,479
50,176	42,063	30,601	(121,582)	(23,066)	25,556	8,793
923,902	847,002	786,110	866,270	660,969	520,740	438,430
19.44%	18.69%	17.35%	19.45%	20.50%	21.73%	20.87%
11,911	10,169	10,933	12,886	14,152	13,036	8,634
84,638	85,346	85,255	85,242	85,487	85,769	87,565
17,174	16,948	16,628	15,346	13,502	12,669	10,945
81	79	77	74	70	68	65
5,060	4,980	4,650	4,180	3,450	3,216	3,050

</TABLE>

Graph Data

<TABLE>
<CAPTION>

Shareholders' Equity (Dollars in Millions)		Working Capital (Dollars in Millions)		Facility Area (Millions of Square Feet)	
<S>	<C>	<C>	<C>	<C>	<C>
1994	$814	1994	$130.4	1994	4.81
1993	$801	1993	$224.5	1993	4.62
1992	$830	1992	$386.9	1992	5.45
1991	$748	1991	$330.9	1991	5.24
1990	$676	1990	$145.0	1990	5.06
1989	$631	1989	$94.8	1989	4.98
1988	$568	1988	$52.8	1988	4.65
1987	$491	1987	$22.2	1987	4.18
1986	$413	1986	$143.8	1986	3.45
1985	$354	1985	$166.8	1985	3.22

1984	$299	1984	$141.3	1984	3.05

</TABLE>

MANAGEMENT'S DISCUSSION AND ANALYSIS

OVERALL SUMMARY

1994 was the 56th consecutive year of increased sales for Deluxe. The sales growth of 10.5% was the result of rapid growth in the Company's newer businesses, offset partially by a decline in financial institution check printing revenue. As a result of the growth in the newer businesses, 1994 was the first year in the Company's history that financial institution check printing accounted for less than half of consolidated revenues. 1994 net income was $140.9 million, compared to net income of $141.9 million in 1993. The results for 1993 included a $49 million restructuring charge. $10 million of that charge was reversed in 1994. Earnings per share were $1.71 in both 1994 and 1993. Return on average assets for 1994 was 11.2%, compared to 11.6% for 1993. Return on average shareholders' equity was 17.4% in both 1994 and 1993.

RESULTS OF OPERATIONS

The following table sets forth, for the years indicated, the percentage relationship to revenue of certain items in the Company's consolidated statements of operations and the percentage changes of such items in comparison to the prior year.

<TABLE>
<CAPTION>

PERCENTAGE OF REVENUE				PERCENTAGE OF DOLLAR INCREASE/(DECREASE)	
1994	1993	1992		1994 VS 1993	1993 VS 1992
<C>	<C>	<C>	<S>	<C>	<C>
100%	100%	100%	Net sales	10.5%	3.1%
54.1	53.8	54.2	Gross margin	11.1	2.4
36.1	30.9	27.7	Selling, general, and administrative	28.9	15.5
4.7	5.1	5.6	Employee sharing	0.6	(5.2)
(0.2)	0.3	0.2	Other expense/income (net)	(167.9)	59.4
5.7	6.0	8.0	Provision for income taxes	6.3	(22.9)
8.1	9.0	13.2	Net income	(0.7)	(30.0)

</TABLE>

NET SALES Net sales for the Payment Systems segment increased 1.3% to $1,082.6 million in 1994. Order counts for financial institution check printing increased slightly over 1993; however, continued discounting resulted in a reduction in revenues of 4.7%. The decline was more than offset by the 35.0% growth of the Electronic Payments division. A portion of the growth was attributable to the acquisitions of National Revenue Corporation in the second quarter and The Software Partnership Ltd. in the third quarter. The Business Systems segment recorded revenue of $335.5 million, an increase of 41.0% in 1994. The majority of this growth was the result of PaperDirect, Inc., which the Company acquired late in the third quarter of 1993, and the growth of the United Kingdom and Canadian operations. The Consumer Specialty segment's revenue increased 20.0% to $329.8 million in 1994. A large portion of this increase was due to the continued growth in the direct mail check printing market.

Net sales for the Payment Systems segment decreased from $1,096.6 million in 1992 to $1,068.9 million in 1993, or (2.5%), primarily due to continued industrywide price discounting in the financial institution check market and rapid growth of the direct marketing channel for checks. Offsetting the decline in financial institution check printing sales was a combined increase of 14.7% in revenues from the Company's three Electronic Payment Systems subsidiaries: Deluxe Data Systems, Inc., ChexSystems, Inc., and Electronic Transaction Corporation. The Business Systems segment experienced a growth in sales from $196.0 million in 1992 to $237.9 million in 1993, or 21.3%. A portion of the growth was attributable to the acquisitions of Nelco, Inc. (December 1992), PaperDirect (September 1993), and Stockforms Ltd. (September 1993). Sales increased from $241.7 million in 1992 to $275.0 million in

1993, or 13.8%, in the Consumer Specialty Products segment, due to the growth in the direct market for checks combined with strong performance in the social expression market.

GROSS MARGIN Payment Systems gross margins increased to 55.5% in 1994, compared to 54.5% in 1993. This improvement was the result of the Company's 1993 plant closings, and occurred despite continued discounting in the financial institution check printing market. Margin percentages for the Business Systems Division suffered slightly, due primarily to the lower economies of scale for the start-up businesses in the United Kingdom and Canada. Margins for the Consumer Specialty segment improved to 53.4% from 51.5%, due to increased sales for higher margin products.

1993 gross margins for Payment Systems were negatively impacted by the industrywide price discounting in the financial institution check printing market. Offsetting this trend were production efficiencies that resulted from the Company's restructuring efforts initiated during the second quarter of 1993. Gross margins for Business Systems and Consumer Specialty Products increased modestly from 1992, due primarily to decreases in paper prices.

SELLING, GENERAL, AND ADMINISTRATIVE Selling, general, and administrative expenses increased $141.4 million, or 28.9%, in 1994. The Business Systems segment's expenses increased approximately $66.7 million, primarily due to the acquisition of PaperDirect, Inc. The Consumer Specialty Products segment increased its selling expense by approximately $32.2 million, primarily due to increased advertising. The remaining increase is primarily related to increased costs associated with acquisitions, international operations, and re-engineering projects.

1993 selling, general, and administrative expenses increased $65.8 million, or 15.5%, from 1992. The largest portion of the increase in these expenses was due to an increase in marketing and advertising costs of approximately $24.5 million. Such amounts were expended to increase or maintain market share in each of the three business segments. In addition, research and development costs increased $10.2 million over 1992 as the Company made investments to develop printing efficiencies, including its new water-washable lithographic ink.

EMPLOYEE SHARING A portion of employee sharing includes benefits paid to employees that are based on the Company's profitability. Other components fluctuate with the number of Company employees. The slight increase to $81.8 million in 1994 from $81.4 million in 1993 resulted from an increase in employees. The decrease in 1993 from $85.8 million in 1992 was the result of the decline in earnings from 1992 to 1993.

OTHER EXPENSE/INCOME (NET) Other expense was $2.8 million in 1994, compared to other income of $4.1 million in 1993. The decline is due primarily to an increase in interest expense and a decrease in investment and other income. Interest expense increased as the Company incurred short-term borrowing during the second half of 1994. Investment and other income decreased due to the liquidation of many of the Company's short-term investments and the absence of insurance gains that were realized in 1993. The short-term borrowing and the marketable security liquidation financed the Company's 1994 acquisitions.

Other income of $4.1 million in 1993 increased from $2.6 million in 1992, primarily due to insurance gains on flood damaged property. These were offset partially by a decrease in investment income due to the decrease in marketable securities and lower interest rates in 1993.

PROVISION FOR INCOME TAXES The Company's effective tax rate increased to 41.5% in 1994, due primarily to an increase in non-deductible amortization of intangibles resulting from acquisitions and foreign losses for which no current tax benefit is available.

The Company experienced lower income tax expense in 1993 than it did in 1992, due to lower taxable income. However, the effective tax rate increased from 37.6% in 1992 to 39.9% in 1993. In August 1993, the U.S. government increased the corporate income tax rate to 35%, retroactive to January 1, 1993. The change in the Federal statutory tax rate and an increase in non-deductible amortization of intangibles related to acquisitions were the principal causes for the higher 1993 effective tax rate.

RESTRUCTURING During the second quarter of 1993, the Company announced a formal restructuring plan to close 16 of its check printing plants. The closings resulted from the absence of growth in the financial institution check market and production efficiencies gained from the Company's improved check printing technology. As part of the restructuring, the Company recorded a one-time charge of $49 million. By the end of 1994, the Company had substantially completed the plant closings. During the third quarter of 1994, the Company reduced the restructuring accrual by $10 million, as several costs included in the 1993 charge were not incurred.

The balance of the reserve at December 31, 1994, represents specifically identified, incremental employee severance and asset impairment and disposal costs to be incurred in 1995 as a result of the closings. The production efficiencies gained by the restructuring have positively impacted the gross margins of the Company's Paper Payment division.

NET INCOME 1994 net income decreased slightly from 1993. The restructuring of the Company's check printing operations affected both year's net income. The efficiencies gained from the 1993 restructuring have positively impacted the Company's earnings. However, the benefits from the restructuring have been offset by continued industrywide discounts to financial institution customers. In addition, selling, general, and administrative expenses have increased disproportionally to sales as the Company incurs expenses related to acquisitions, start-up businesses, and re-engineering projects.

In addition to the factors discussed above, the principal reason for lower earnings from 1992 to 1993 is the $49 million restructuring charge the Company recorded during 1993.

FINANCIAL CONDITION

LIQUIDITY   Cash provided by operations was $193.8 million in 1994, compared to $223.7 million in 1993 and $281.0 million in 1992. This represents the Company's primary source of working capital for financing capital expenditures and acquisitions and for paying cash dividends. The 1994 decline is primarily the result of the Company's cash expenditures related to the check printing restructuring. The decline in 1993 is primarily the result of lower net income in 1993 than in the preceding two years. Working capital was $130.4 million as of December 31, 1994, compared to $224.5 million and $386.9 million on that date in 1993 and 1992, respectively. The year-end current ratio for 1994 was 1.4 to 1, compared to 1.8 to 1 and 2.7 to 1 for 1993 and 1992, respectively. The declines in working capital and current ratio resulted from the Company's acquisitions and 1993 restructuring charge.

CAPITAL RESOURCES   In 1994, the Company made several acquisitions at an aggregate cost of $53.8 million. The companies acquired are rapidly growing small and medium companies in the Business Systems and Electronic Payment Systems divisions.

In 1993, the Company acquired all of the capital stock of PaperDirect, Inc., a direct mail marketer of specialty papers and related products to the desktop publishing industry, for $90 million in cash. In addition, the Company agreed to pay $9 million over three years for a covenant not to compete. The Company also agreed to make payments of up to $16 million per year over the four-year period ending December 31, 1996, contingent upon the results of PaperDirect's operations over the course of that period. On September 30, 1993, the Company completed its acquisition of Stockforms Ltd., a supplier of accounting software forms based in the United Kingdom, by purchasing the remaining 75% of its assets for approximately $11.7 million. (The Company had purchased the initial 25% during the third quarter of 1992 for approximately $3 million.)

Purchases of property, plant, and equipment required cash outlays of $126.2 million in 1994, compared to $61.0 million in 1993 and $64.1 million in 1992. The Company anticipates capital expenditures of $125 million in 1995 for new electronic payment systems opportunities and further enhancements to printing capabilities.

The Company has uncommitted bank lines of credit for $130 million. Beginning in June 1994, the Company began borrowing from those lines. The average amount drawn from June through the end of the year was $12.5 million at a weighted average interest rate of 5.13%. The maximum daily borrowing was $35.0 million. In addition, the Company has in place a $150 million committed line of credit as support for commercial paper, which will be available for issue in 1995. These varying credit facilities are in place to provide short-term financing for acquisitions. It is not the Company's intention to utilize all sources concurrently.

Cash dividends totaled $120.5 million in 1994, compared to $117.9 million in 1993 and $112.5 million in 1992. The payout of earnings was 85.5% in 1994, 83.1% in 1993, and 55.5% in 1992. In August 1989, the Company's Board of Directors authorized repurchases of up to approximately 10 million shares of its currently outstanding stock, providing that such repurchases do not reduce outstanding shares below 75 million.

OUTLOOK   The past two years have not resulted in profits at levels consistent with the Company's historical profitability. During this period, the Company has initiated a fundamental repositioning of its business. Efficient new printing technologies, new sales and product strategies, and permanent and ongoing cost reductions have been implemented, affecting the traditional financial institution (FI) check printing business. This business has been negatively affected in recent years by industrywide price discounting and a shift to direct mail checks. Management expects FI check printing to continue to generate strong profitability and cash flows. The Company has also strengthened the profitability of newer businesses. These businesses include direct mail checks, electronic payment services, and business forms. 1994 resulted in double-digit revenue growth in each of the Company's newer divisions: Electronic Payment Systems, Business Systems, and Consumer Specialty Products. These businesses accounted for 51.4% of consolidated revenue in 1994, up from 43.6% in 1993. The Company's objective in making acquisitions has been to acquire newer companies in fast-growing markets, in order to increase revenues and provide additional products and services to its existing customers and customers in new markets.

MANAGEMENT'S RESPONSIBILITY FOR FINANCIAL REPORTING

The accompanying consolidated financial statements and related information are the responsibility of management. They have been prepared in conformity with generally accepted accounting principles and include amounts that are based on our best estimates and judgments under the existing circumstances. The financial information contained elsewhere in this Annual Report is consistent with that in the consolidated financial statements.

The Company maintains internal accounting control systems that are adequate to provide reasonable assurance that the assets are safeguarded from loss or unauthorized use. These systems produce records adequate for preparation of financial information. We believe the Company's systems are effective, and the cost of the systems does not exceed the benefits obtained.

The Audit Committee has reviewed all financial data included in this report. The Audit Committee is composed entirely of outside directors and meets periodically with the internal auditors, management, and the independent public accountants on financial reporting matters. The independent public accountants have free access to meet with the Audit Committee, without the presence of management, to discuss their audit results and opinions on the quality of financial reporting.

The role of independent public accountants is to render an independent, professional opinion on management's consolidated financial statements to the extent required by generally accepted auditing standards.

Deluxe recognizes its responsibility for conducting its affairs according to the highest standards of personal and corporate conduct. It has distributed to all employees a statement of its commitment to conducting all Company business in accordance with the highest ethical standards.

/s/ Harold V. Haverty
Harold V. Haverty
Chairman, President, and
Chief Executive Officer

/s/ Charles M. Osborne
Charles M. Osborne
Senior Vice President and
Chief Financial Officer

February 10, 1995

CONSOLIDATED BALANCE SHEETS

ASSETS
<TABLE>
<CAPTION>

December 31 (Dollars in Thousands)	1994	1993
<S>	<C>	<C>
CURRENT ASSETS		
Cash and cash equivalents	$29,139	$114,103
Marketable securities	49,109	107,705
Trade accounts receivable	142,087	123,119
Inventories:		
Raw material	25,198	18,260
Semi-finished goods	26,046	21,155
Finished goods	36,976	29,989
Supplies	15,749	15,915
Deferred advertising	27,770	26,080
Deferred income taxes	25,647	28,914
Prepaid expenses and other current assets	43,145	37,123
Total current assets	420,866	522,363
LONG-TERM INVESTMENTS	45,091	34,815
PROPERTY, PLANT, AND EQUIPMENT		
Land	38,286	32,706
Buildings and improvements	284,131	261,974
Machinery and equipment	544,092	483,853
Construction in progress	3,225	1,360
Total	869,734	779,893
Less accumulated depreciation	407,916	378,252
Property, plant, and equipment--net	461,818	401,641
INTANGIBLES		
Cost in excess of net assets acquired--net	284,420	246,104
Other intangible assets--net	44,077	47,071
Total intangibles	328,497	293,175

Total assets	$1,256,272	$1,251,994

</TABLE>

See Notes to Consolidated Financial Statements

<TABLE>

<CAPTION>

LIABILITIES AND SHAREHOLDERS' EQUITY

December 31 (Dollars in Thousands)	1994	1993
<S>	<C>	<C>
CURRENT LIABILITIES		
Accounts payable	$65,033	$50,424
Accrued liabilities:		
Wages, including vacation pay	50,366	45,584
Employee profit sharing and pension	57,915	59,560
Restructuring costs	5,420	35,489
Accrued rebates	28,741	26,473
Income taxes	5,394	3,847
Other	61,893	69,527
Short-term debt	11,219	
Long-term debt due within one year	4,479	6,967
Total current liabilities	290,460	297,871
LONG-TERM DEBT	110,867	110,755
DEFERRED INCOME TAXES	40,552	42,119
SHAREHOLDERS' EQUITY		
Common shares $1 par value (authorized: 500,000,000 shares; issued: 1994--82,374,771 shares 1993--82,548,627 shares)	82,375	82,549
Additional paid-in capital	1,694	341
Retained earnings	732,158	719,046
Unearned compensation	(149)	
Net unrealized change--marketable securities	(2,054)	
Cumulative translation adjustment	369	(687)
Shareholders' equity	814,393	801,249
Total liabilities and shareholders' equity	$1,256,272	$1,251,994

</TABLE>

CONSOLIDATED STATEMENTS OF INCOME

<TABLE>

<CAPTION>

	(Dollars in Thousands Except per Share Amounts)		
Years Ended December 31	1994	1993	1992
<S>	<C>	<C>	<C>
NET SALES	$1,747,920	$1,581,767	$1,534,351
OPERATING EXPENSES			
Cost of sales	801,884	730,436	702,969
Selling, general, and administrative	630,531	489,127	423,362
Employee profit sharing and pension	59,668	61,162	60,307
Employee bonus and stock purchase discount	22,178	20,215	25,494
Restructuring charge (credit)	(10,000)	49,000	
Total	1,504,261	1,349,940	1,212,132
Income from operations	243,659	231,827	322,219

OTHER INCOME (EXPENSE)			
Investment and other income	8,532	14,362	17,935
Interest expense	(11,305)	(10,276)	(15,371)
Income before income taxes	240,886	235,913	324,783
PROVISION FOR INCOME TAXES	100,020	94,052	121,999
NET INCOME	$140,866	$141,861	$202,784
NET INCOME PER COMMON SHARE--Based on average number of shares outstanding	$1.71	$1.71	$2.42
CASH DIVIDENDS PER COMMON SHARE	$1.46	$1.42	$1.34

</TABLE>

See Notes to Consolidated Financial Statements

CONSOLIDATED STATEMENTS OF CASH FLOWS

<TABLE>

<CAPTION>

Dollars in Thousands Years Ended December 31	1994	1993	1992
<S>	<C>	<C>	<C>
CASH FLOWS FROM OPERATING ACTIVITIES			
Net income	$140,866	$141,861	$202,784
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation	59,864	55,145	54,000
Amortization of intangibles	26,552	17,175	12,615
Stock purchase discount	8,369	8,537	7,975
Deferred income taxes	4,689	(16,111)	(2,677)
Changes in assets and liabilities, net of effects from acquisitions:			
Restructuring costs	(30,068)	35,489	
Trade accounts receivable	(13,516)	(160)	(6,816)
Inventories	(17,993)	(11,696)	1,990
Accounts payable	12,283	(6,885)	5,633
Other assets and liabilities	2,772	327	5,499
Net cash provided by operating activities	193,818	223,682	281,003
CASH FLOWS FROM INVESTING ACTIVITIES			
Purchases of marketable securities with maturities of more than 3 months	(13,115)	(119,339)	(114,619)
Proceeds from sales of marketable securities with maturities of more than 3 months	49,326	149,805	99,454
Net reductions of (additions to) marketable securities with maturities of 3 months or less	20,000	(32,100)	3,000
Purchases of long-term investments	(5,000)	(14,060)	(5,809)
Purchases of property, plant, and equipment	(126,226)	(60,990)	(64,114)
Payments for acquisitions, net of cash acquired	(53,796)	(110,136)	
Other	(17,933)	(9,044)	(9,254)
Net cash used in investing activities	(146,744)	(195,864)	(91,342)

CASH FLOWS FROM FINANCING ACTIVITIES			
Payments on long-term debt	(8,230)	(10,260)	(1,586)
Payments to retire common stock	(39,638)	(89,172)	(57,025)
Proceeds from issuing stock under employee plans	25,114	28,490	32,208
Cash dividends paid to shareholders	(120,503)	(117,945)	(112,483)
Proceeds from short-term debt	11,219		
Net cash used in financing activities	(132,038)	(188,887)	(138,886)
NET (DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS	(84,964)	(161,069)	50,775
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	$114,103	$275,172	$224,397
CASH AND CASH EQUIVALENTS AT END OF YEAR	$29,139	$114,103	$275,172
Supplementary cash flow disclosure:			
Interest paid	$10,446	$11,772	$15,682
Income taxes paid	94,395	119,859	130,041

</TABLE>

See Notes to Consolidated Financial Statements

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. SIGNIFICANT ACCOUNTING POLICIES

The consolidated financial statements include the accounts of the Company and all wholly owned subsidiaries.

MARKETABLE SECURITIES - Marketable securities consist of debt and equity securities. All securities on December 31, 1994, are classified as available for sale and are carried at fair value, with the unrealized gains and losses, net of tax, reported as a separate component of shareholders' equity. Realized gains and losses and permanent declines in value are included in investment income. The cost of securities sold is determined using the specific identification method.

Effective January 1, 1994, the Company adopted Statement of Financial Accounting Standards (SFAS) No. 115, "Accounting for Certain Investments in Debt and Equity Securities." Prior to adopting SFAS No. 115, securities were carried at cost. The fair value of such securities, based on quoted market prices at December 31, 1993, was $107,705,000. The effect of adopting SFAS No. 115 was immaterial to the financial statements.

INVENTORY - Substantially all inventory is included at the lower of cost, on the last-in, first-out (LIFO) method, or market. LIFO inventories at December 31, 1994 and 1993, were approximately $8,923,000 and $9,380,000, respectively, less than replacement cost.

PROPERTY, PLANT, AND EQUIPMENT - Property, plant, and equipment are stated at cost. Buildings with 40-year lives and machinery and equipment with lives of five to 11 years are generally depreciated using accelerated methods. Leasehold and building improvements are depreciated on a straight-line basis over the estimated useful life of the property or the life of the lease, whichever is shorter.

INTANGIBLES - Intangibles are shown in the balance sheet net of amortization determined on the straight-line basis. Amortization periods range from five to 30 years for cost in excess of net assets acquired, and three to 16 years for other intangibles. Total intangibles are as follows at December 31 (dollars in thousands):

<TABLE>
<CAPTION>

	1994	1993
<S>	<C>	<C>
Cost in excess of net assets acquired	$329,512	$279 467
Other intangible assets	86,821	76 924
Total	$416,333	$356 391
Less accumulated amortization	(87,836)	(63,216)
Intangibles - net	$328,497	$293,175

</TABLE>

The Company continually evaluates the recoverability of intangible assets by measuring the unamortized balance of intangibles against expected future cash flows or an estimate of fair value, if applicable. Based on these evaluations, there were no adjustments to the carrying value of intangible assets in 1994 or 1993.

LONG-TERM INVESTMENTS - Long-term investments consist principally of cash surrender values of insurance contracts, investments with maturities in excess of one year, and notes receivable. Such investments are carried at cost or amortized cost which approximate their fair value. Fair values are

estimated using discounted cash flow analyses based on current market interest rates for similar types of investments.

INCOME TAXES - Deferred income taxes result from temporary differences between the bases of assets and liabilities recognized for financial reporting purposes and such bases recognized for tax purposes.

ACCRUED REBATES - The Company enters into contractual agreements for rebates on certain products with its customers. Such amounts are recorded as a reduction to arrive at net sales, and accrued on the balance sheet as incurred.

DEFERRED ADVERTISING - The Company defers certain costs related to direct-response advertising of its products. Such costs are amortized over periods (generally less than 12 months) that correspond to the estimated revenue stream of the individual advertising activity. The total amount charged to expense for 1994, 1993, and 1992 was $130,512,000, $74,882,000, and $51,037,000, respectively.

TRANSLATION ADJUSTMENT - Financial position and results of operations of the Company's international subsidiaries are measured using local currencies as the functional currency. Assets and liabilities of these operations were translated at the exchange rate in effect at the balance sheet date. Income statement accounts were translated at the average exchange rate during the year. Translation adjustments arising from the use of differing exchange rates from period to period are included in the cumulative translation adjustment line in the shareholders' equity section of the balance sheet. Gains and losses that result from foreign currency transactions are included in earnings.

CONSOLIDATED STATEMENTS OF CASH FLOWS - The Company considers all highly liquid investments purchased with an original maturity of three months or less to be cash equivalents. The carrying amount reported in the balance sheet for cash and cash equivalents approximates fair value.

2. RESTRUCTURING CHARGE

In June 1993, the Company announced its plans to consolidate its financial institution check printing operations by closing 16 underutilized check printing plants. These closings resulted from the absence of growth in the financial institution check market and production efficiencies gained from the Company's improved check printing technology. In conjunction with the consolidation, the Company recorded a one-time pretax restructuring charge of $60 million (reduced to $49 million in the fourth quarter 1993). The majority of the charge consisted of estimated costs for employee severance and relocation ($36.3 million), and the disposition of assets affected by the consolidation ($9.1 million).

During 1994, the Company substantially completed its restructuring plan without incurring certain costs that were included in the 1993 charge. As a result, the Company recorded a $10 million credit to reduce its restructuring accrual. The balance of the reserve at December 31, 1994, represents specifically identified, incremental employee severance and asset impairment and disposal costs to be incurred as a result of the closings. The cash payments relating to these costs are expected to be made in 1995.

3. ACQUISITIONS

During 1994, the Company acquired all of the outstanding stock of National Revenue Corporation, a collection services company; T/Maker Company, a developer and publisher of image content software; The Software Partnership Ltd., a United Kingdom-based developer of open systems architecture for large financial institutions; and the assets of Pacific Medsoft, a developer of software for medical professionals. The total paid for all of these acquisitions was $53.8 million. Each acquisition was accounted for using the purchase method. Accordingly, the purchase price was allocated to assets acquired based on their fair values. The total cost in excess of net assets acquired for all of these acquisitions of $48.6 million is being amortized over periods ranging from 10 to 25 years. The combined effect of these acquisitions did not have a material pro forma impact on operations.

On September 24, 1993, the Company acquired all of the outstanding capital stock of PaperDirect, Inc., a direct mail marketer of specialty papers and related products to the desktop publishing industry, for $90 million in cash. In addition, the Company agreed to pay $9 million over three years for a covenant not to compete. The Company may be required to make additional payments of up to $16 million per year over a period ending December 31, 1996, contingent upon the results of PaperDirect's operations over the course of that period. Based on PaperDirect's 1993 operating results, the Company paid $16 million to PaperDirect's former shareholders in 1994. The acquisition was accounted for using the purchase method. Accordingly, the purchase price was allocated to assets acquired based on their estimated fair values. This treatment resulted in approximately $100 million of cost in excess of net assets acquired. Such excess (which will increase for any future contingent cash payment) is being amortized on a straight-line basis over 30 years. 1993 consolidated results include PaperDirect's results of operations from the date of acquisition through the end of the year.

The following summarized, unaudited pro forma results of operations for the years ended December 31, 1993 and 1992, assume the acquisition occurred as of the beginning of the respective periods (dollars in thousands except per share amounts):

<TABLE>
<CAPTION>

	1993	1992
<S>	<C>	<C>
Net sales	$1,624,868	$1,561,192
Net income	141,193	196,112
Net income per common share	$1.70	$2.34

</TABLE>

On September 30, 1993, the Company completed its acquisition of Stockforms Ltd., a supplier of accounting software forms based in the United Kingdom, by purchasing the remaining 75% of its assets for approximately $11.7 million. (The Company had purchased the initial 25% during 1992 for approximately $3 million.) The acquisition was accounted for using the purchase method. Accordingly, the purchase price was allocated to assets acquired based on their fair values. The total cost in excess of net assets acquired of $13.9 million is being amortized on a straight-line basis over 20 years.

4. MARKETABLE SECURITIES

On December 31, 1994, marketable securities available for sale consist of the following (dollars in thousands):

<TABLE>
<CAPTION>

	Cost	Unrealized Holding Loss	Fair Value
<S>	<C>	<C>	<C>
Debt securities issued by the U.S. Treasury and other government agencies	$30,560	$1,859	$28,701
Debt securities issued by states of the U.S. and political subdivisions	20,638	230	20,408

of the states			
Total marketable securities	51,198	2,089	49,109
Other debt securities (included in cash equivalents)	25,795	1,072	24,723
Total	$76,993	$3,161	$73,832

</TABLE>

Debt securities with a cost of $45,184,000 and a December 31, 1994, market value of $43,917,000 mature in 1995. All other securities with a total cost of $31,809,000 and a December 31, 1994, market value of $29,915,000 mature by 1999.

Proceeds from sales of securities available for sale were $73,326,000 during 1994. The Company realized losses of $502,000 on these sales.

5. PROVISION FOR INCOME TAXES

The components of the provision for income taxes are as follows (dollars in thousands):

<TABLE>
<CAPTION>

	1994	1993	1992
<S>	<C>	<C>	<C>
Current tax provision:			
Federal	$80,215	$89,650	$106,818
State	13,445	17,477	20,377
Total	93,660	107,127	127,195
Deferred tax provision (benefit):			
Federal	5,472	(11,092)	(3,987)
State	888	(1,983)	(1,209)
Total	$100,020	$94,052	$121,999

</TABLE>

In August 1993, the U.S. government increased the corporate income tax rate to 35%, retroactive to January 1, 1993. The effect of the new tax law on the Company increased the provision for income taxes by $2.9 million or $.03 per share for the year ended December 31, 1993.

The Company's effective tax rate on pretax income differs from the U.S. Federal statutory regular tax rates of 35% in 1994 and 1993, and 34% in 1992 as follows (dollars in thousands):

<TABLE>
<CAPTION>

	1994	1993	1992
<S>	<C>	<C>	<C>
Income tax at Federal statutory rate	$84,310	$82,570	$110,426
State income taxes net of Federal income tax benefit	8,955	10,207	12,689
Amortization of non-deductible intangibles	3,666	2,379	1,896
Foreign losses for which no current tax benefit is available	4,346	1,115	
Other	(1,257)	(2,219)	(3,012)
Provision for income taxes	$100,020	$94,052	$121,999

</TABLE>

Tax effected temporary differences which give rise to a significant portion of deferred tax assets and liabilities at December 31, 1994, are as follows (dollars in thousands):

<TABLE>

<CAPTION>

	1994 Deferred Tax Assets	1994 Deferred Tax Liabilities	1993 Deferred Tax Assets	1993 Deferred Tax Liabilities
<S>	<C>	<C>	<C>	<C>
Property, plant, and equipment		$32,889		$33,155
Deferred advertising		7,932		6,895
Employee benefit plans	$16,097		$13,656	
Inventory	5,414		3,218	
Intangibles		5,845		6,138
Foreign net operating loss carry forwards	4,605		1,291	
Miscellaneous reserves and accruals	10,017		19,394	
All other	7,818	6,583	3,073	5,247
Subtotal	43,951	53,249	40,632	51,435
Valuation allowance	(4,915)		(1,178)	0
Total deferred taxes	$39,036	$53,249	$39,454	$51,435

</TABLE>

The major component of the valuation allowance relates to the uncertainty of realizing foreign deferred tax assets that existed at December 31, 1994 and 1993.

6. EMPLOYEE BENEFIT PLANS

PROFIT SHARING AND PENSION PLANS - The Company has profit sharing plans and a defined contribution pension plan to provide retirement income to certain of its employees. The plans cover substantially all full-time employees with at least 15 months of service. Contributions are made solely by the Company to trustees, and benefits provided by the plans are paid from accumulated funds by the trustees. Contributions to the pension plan equal 6% of eligible compensation. Contributions to the profit sharing plans vary but are generally limited to 15% of eligible compensation less the amount contributed to the pension plan. Pension expense for 1994, 1993, and 1992 was $21,126,000, $21,802,000, and $21,652,000, respectively.

STOCK PURCHASE PLAN - The Company has an employee stock purchase plan that enables eligible employees to purchase the Company's common stock at 75% of its fair market value on the first business day following each three-month purchase period. Under the plan, 1,152,687, 855,242, and 755,840 shares were issued at prices ranging from $19.60 to $26.35, $26.92 to $33.67, and $28.60 to $33.38 in 1994, 1993, and 1992, respectively.

STOCK OPTION PLAN - In 1994, the shareholders adopted a stock option plan to replace the plan adopted by the shareholders in 1984. Under the 1994 plan, the Company may grant either non-qualified or incentive stock options to purchase up to 3,000,000 shares of common stock. All options allow for the purchase of common stock at prices equal to market value at the date of grant. Options become exercisable in varying amounts beginning generally one year after grant. Information regarding this option plan and the remaining options outstanding under the former plan adopted in 1984 is as follows:

<TABLE>
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	1994	1993	1992
<S>	<C>	<C>	<C>
Outstanding, January 1	1,567,140	1,285,328	1,231,038
Granted	716,369	396,900	325,056
Exercised	(7,865)	(93,661)	(266,491)
Canceled	(63,495)	(21,427)	(4,275)
Outstanding, December 31	2,212,149	1,567,140	1,285,328
Exercisable, December 31	1,256,885	969,690	748,374

</TABLE>

Options were granted at prices ranging from $27.125 to $37.25 per share in 1994, $34.625 to $44.75 per share in 1993, and $43.375 per share in 1992. Options were exercised in 1994, 1993, and 1992 at average prices per share of $21.39, $30.07, and $31.07, respectively. Options were outstanding at December 31, 1994, 1993, 1992, at average prices per share of $35.04, $37.34, and $37.11, respectively. At December 31, 1994, options for 2,291,131 shares remain available for issuance under the 1994 plan.

7. POSTEMPLOYMENT BENEFITS

In addition to providing retirement income benefits, the Company provides certain health care benefits for a large number of its retired employees. Employees included in the plan may become eligible for such benefits if they reach normal retirement age while working for the Company. Effective January 1, 1994, cost sharing provisions of the plan were amended to require retirees to pay a larger portion of their medical insurance premiums.

The following table summarizes the funded status of the plan at December 31 (dollars in thousands):

	1994	1993
Accumulated postretirement benefit obligation:		
Retirees	$50,784	$52,150
Fully eligible plan participants	2,373	1,672
Other active participants	3,470	6,146
Total	56,627	59,968
Less:		
Fair value of plan assets (debt and equity securities)	33,092	32,443
Unrecognized net loss	4,034	5,425
Unrecognized transition obligation	20,526	21,667
Portion of transition obligation accrued in the balance sheet	$(1,025)	$433

Net postretirement benefit cost for the year ended December 31 consisted of the following components (in thousands):

	1994	1993
Service cost--benefits earned during the year	$785	$978
Interest cost on the accumulated postretirement benefit obligation	4,219	4,525
Actual loss (return) on plan assets	402	(2,568)
Amortization of transition obligation	1,140	1,218
Net amortization and deferral of gains and losses	(3,559)	
Total	$2,987	$4,153

Effective January 1, 1993, the Company adopted Statement of Financial Accounting Standard (SFAS) No. 106, "Employers Accounting for Postretirement Benefits Other Than Pensions." Prior to adoption, the Company expensed the cost of these benefits as incurred. The Company has elected to amortize its transition obligation of $22,885,000 over 20 years.

Postretirement health care benefit expense under the former method of accounting was $7,085,000 for 1992. These expenses included the cost of retiree medical coverage for the respective year as well as funding for future obligations.

In measuring the accumulated postretirement benefit obligation as of December 31, 1994, the Company's health care inflation rate for 1995 was assumed to be 11.0% for employees enrolled in an indemnity plan and 8.5% for employees enrolled in health maintenance organizations. Inflation rates for both plans are assumed to trend downward gradually over a 10-year period to 5.0% for the years 2004 and beyond. A 1 percentage point increase in the health care inflation rate for each year would increase the accumulated postretirement benefit obligation by approximately $9,200,000, and the service and interest cost components of the net postretirement benefit cost by approximately $930,000. The discount rates used in determining the accumulated postretirement benefit obligation as of December 31, 1994 and 1993, were 8.0% and 7.25%, respectively. The expected long-term rate of return on plan assets used to determine the net periodic postretirement benefit costs was 9.5% in 1994 and 8.6% in 1993.

Effective January 1, 1994, the Company adopted Statement of Financial Accounting Standards (SFAS) No. 112, "Employers' Accounting for Postemployment Benefits." The effect of adopting SFAS No. 112 was immaterial to the financial statements.

8. LEASE AND DEBT COMMITMENTS

Long-term debt was as follows at December 31 (dollars in thousands):

<TABLE>
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	1994	1993
<S>	<C>	<C>
8.55% unsecured and unsubordinated notes due February 15, 2001	$100,000	$100,000
Other	15,346	17,722
Total long-term debt	115,346	117,722
Less amount due within one year	4,479	6,967
Total	$110,867	$110,755

</TABLE>

In February 1991, the Company issued $100 million of 8.55% unsecured and unsubordinated notes due February 15, 2001. The notes are not redeemable prior to maturity. The fair values of these notes were estimated to be $101 million and $115 million at December 31, 1994 and 1993, respectively, based on quoted market prices for similar issuances.

Other long-term debt consists principally of equipment notes and payments due under non-compete agreements. The obligations bear interest rates of 8.1% to 13.0% and are due through the year 2011. Carrying value approximates fair value for these obligations based on estimates using current market interest rates and discounted cash flow analyses.

Maturities of long-term debt for the five years ending December 31, 1999, are $4,479,000, $6,888,000 $2,143,000, $912,000, and $156,000. Land and buildings with a cost of $26,041,000 at December 31, 1994, are pledged as collateral.

The Company has uncommitted lines of credit for $130,000,000. Beginning in June 1994, the Company began borrowing from those lines. The average amount drawn from June through the end of the year was $12,500,000 at a weighted average interest rate of 5.13%. At December 31, 1994, $11,219,000 was outstanding at an interest rate of 6.2%. The Company also has in place a $150 million committed line of credit as support for commercial paper, which will be available for issue in 1995.

Minimum future rental payments for leased facilities and equipment for the five years ending December 31, 1999, are $27,955,000, $19,477,000, $13,269,000, $7,443,000 and $5,003,000, respectively. Rental expense was $40,662,523, $39,778,000, and $38,768,000 for 1994, 1993, and 1992, respectively.

9. COMMON STOCK PURCHASE RIGHTS

On February 5, 1988, the Company declared a distribution to shareholders of record on February 22, 1988, of one common stock purchase right for each outstanding share of common stock. Upon the occurrence of certain events, each right will entitle the holder to purchase one share of common stock at an exercise price of $100. The rights become exercisable if a person acquires 20% or more of the Company's common stock or announces a tender offer for 30% or more of the Company's common stock. The rights may be redeemed by the Company at a price of $.01 per right at any time prior to the 30th day after a 20% position has been acquired.

If the Company is acquired in a merger or other business combination, each right will entitle its holder to purchase common shares of the acquiring company having a market value of twice the exercise price of each right (i.e., at a 50% discount). If an acquirer purchases 35% of the Company's common stock or obtains working control of the Company and engages in certain self-dealing transactions, each right will entitle its holder to purchase a number of the Company's common shares having a market value of twice the right's exercise price. Each right will also entitle its holder to purchase the Company's common stock at a similar 50% discount in the event an acquirer merges into the Company and leaves the Company's stock unchanged.

10. SHAREHOLDERS' EQUITY

<TABLE>
<CAPTION>
(Dollars in Thousands)

	Common Shares	Additional Paid-in Capital	Retained Earnings	Unrealized Change Marketable Securities	Unearned Compensation	Cumulative Translation Adjustment
<S>	<C>	<C>	<C>	<C>	<C>	<C>
Balance, December 31, 1991	$83,938	$	$664,038	$	$	$
Net income			202,784			
Cash dividends			(112,483)			
Common stock issued	1,187	47,369				
Common stock retired	(1,328)	(46,161)	(9,536)			
Balance, December 31, 1992	83,797	1,208	744,803			
Net income			141,861			
Cash dividends			(117,945)			
Common stock issued	949	36,435				
Common stock retired	(2,197)	(37,302)	(49,673)			
Translation adjustment						(687)
Balance, December 31, 1993	82,549	341	719,046			(687)
Net income			140,866			
Cash dividends			(120,503)			
Common stock issued	1,167	32,399				
Common stock retired	(1,341)	(31,046)	(7,251)			
Unearned compensation					(149)	
Unrealized losses, net of taxes of $1,107				(2,054)		
Translation adjustment						1,056
Balance, December 31, 1994	$82,375	$1,694	$732,158	$(2,054)	$(149)	$369

</TABLE>

11. BUSINESS SEGMENT INFORMATION

The Company has classified its operations into three business segments. Payment Systems manufactures and supplies checks, through the financial institution market, and provides electronic funds transfer, account verification, check authorization and collection services. Business Systems manufactures forms, record-keeping systems, desktop publishing supplies, and related products to small businesses. Consumer Specialty Products manufactures and distributes greeting cards, stationery, direct mail checks, and other products for households.

For the three years ended December 31, 1994, the Company's segment information is as follows (dollars in thousands):

<TABLE>
<CAPTION>

1994	Payment Systems	Business Systems	Consumer Specialty Products	Total
<S>	<C>	<C>	<C>	<C>
Net sales	$1,082,648	$335,466	$329,806	$1,747,920
Income from operations	219,159	15	24,485	243,659
Identifiable assets	691,097	256,774	308,401	1,256,272
Depreciation and amortization	57,811	16,440	12,165	86,416
Capital expenditures	65,481	29,816	32,016	127,313

1993				
Net sales	$1,068,932	$237,883	$274,952	$1,581,767
Income from operations	181,802	25,196	24,829	231,827
Identifiable assets	725,968	232,389	293,637	1,251,994
Depreciation and amortization	53,203	7,351	11,766	72,320
Capital expenditures	46,313	7,261	8,536	62,110
1992				
Net sales	$1,096,638	$196,034	$241,679	$1,534,351
Income from operations	271,828	24,757	25,634	322,219
Identifiable assets	841,822	85,306	272,428	1,199,556
Depreciation and amortization	50,779	5,123	10,713	66,615
Capital expenditures	60,312	3,061	8,238	71,611

</TABLE>

Certain corporate related assets (principally cash, cash equivalents, and marketable securities) are reported in the Payment Systems identifiable assets. Likewise, corporate costs are reflected in Payment Systems income from operations. Payment Systems income from operations for 1993 includes the impact of the $49 million restructuring charge and a $10 million 1994 credit related to the restructuring.

In 1994, the Company acquired National Revenue Corporation and The Software Partnership Ltd. (Payment Systems), and T/Maker Company and Pacific Medsoft (Business Systems).

During 1993, the Company acquired PaperDirect, Inc., and Stockforms Ltd. Both acquisitions were added to the Business Systems segment.

In 1992, the Company acquired Nelco, Inc., which was included in the Business Systems segment.

INDEPENDENT AUDITORS' REPORT

To the Shareholders of Deluxe Corporation:

We have audited the accompanying consolidated balance sheets of Deluxe Corporation and its subsidiaries as of December 31, 1994 and 1993, and the related consolidated statements of income and cash flows for each of the three years in the period ended December 31, 1994. These financial statements are the responsibility of the Corporation's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such financial statements present fairly, in all material respects, the financial position of Deluxe Corporation and its subsidiaries at December 31, 1994 and 1993, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 1994, in conformity with generally accepted accounting principles.

Deloitte & Touche LLP
Minneapolis, Minnesota

February 10, 1995

SUMMARIZED QUARTERLY FINANCIAL DATA (UNAUDITED)

<TABLE>
<CAPTION>

	(Dollars in Thousands Except per Share Amounts)			
1994 Quarter Ended	March 31	June 30	September 30	December 31
<S>	<C>	<C>	<C>	<C>
Net sales	$429,988	$412,344	$426,654	$478,934
Cost of sales	196,674	189,225	195,914	220,071
Net income	38,041	29,556	33,275(2)	39,994
Per share of common stock				
Net income	0.46	0.36	0.40	0.49
Cash dividends	0.36	0.36	0.37	0.37

<CAPTION>

1993 Quarter Ended	March 31	June 30	September 30	December 31
<S>	<C>	<C>	<C>	<C>
Net sales	$405,747	$362,868	$371,974	$441,178
Cost of sales	185,876	168,908	173,376	202,276
Net income	51,791	2,246(1)	36,996	50,828(1)
Per share of common stock				
Net income	0.62	0.03	0.45	0.61
Cash dividends	0.35	0.35	0.36	0.36

<FN>

(1) In June 1993, the Company recorded a pretax charge of $60 million to consolidate its financial institution check printing operations. In December 1993, an $11 million credit was recorded to reduce the total charge to $49 million. See Note 2 to consolidated financial statements.
(2) In September 1994, a $10 million credit was recorded to further reduce the 1993 restructuring charge. See Note 2 to consolidated financial statements.

</TABLE>

SHAREHOLDER INFORMATION

QUARTERLY STOCK DATA
The chart below shows the per-share price range of the Company's common stock for the past two fiscal years as quoted on the New York Stock Exchange.

<TABLE>
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1994				1993			
Quarter	High	Low	Close	Quarter	High	Low	Close
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
1st	38	30 3/8	30 7/8	1st	47 1/2	40 1/2	43 1/8
2nd	31	26 1/8	26 3/8	2nd	47 3/4	37 1/4	38 1/4
3rd	31 3/8	25 3/4	29 3/8	3rd	38 5/8	35 1/8	35 1/2
4th	30 3/8	26	26 1/2	4th	36 1/2	31 7/8	36 1/4

</TABLE>

STOCK EXCHANGE
Deluxe Corporation common stock is traded on the New York Stock Exchange under the symbol DLX.

ANNUAL MEETING
The annual meeting of the shareholders of Deluxe Corporation will be held Monday, May 8, 1995, at the Westin Hotel, O'Hare, Rosemont, Illinois, at 6:30 p.m.

FORM 10-K AVAILABLE
A copy of the Form 10-K (Annual Report) filed with the Securities and Exchange Commission by the Company may be obtained without charge by written request to Stuart Alexander, Deluxe Corporation, P.O. Box 64399, St. Paul, Minnesota 55164-0399.

SHAREHOLDER INQUIRIES
Requests for additional information should be sent to corporate headquarters to the attention of the following:

General Information:
Stuart Alexander (612) 483-7358
Vice President, Corporate Public Relations

Financial Information:
Charles M. Osborne (612) 483-7355
Senior Vice President and Chief Financial Officer

STOCK OWNERSHIP AND RECORD KEEPING
Norwest Bank Minnesota, N.A.
Stock Transfer Department
161 N. Concord Exchange
P.O. Box 738
South St. Paul, MN 55075
(800) 468-9716
(612) 450-4064

EXECUTIVE OFFICES
Street Address:

1080 W. County Rd. F,
St. Paul, Minnesota 55126-8201

Mailing Address:
P.O. Box 64399,
St. Paul, Minnesota 55164-0399
612) 483-7111

TOLL-FREE SHAREHOLDER INFORMATION LINE
Beginning in May, you may dial 800-322-8359 to receive the latest financial results, dividend news, and other information about Deluxe. The 24-hour service replaces Deluxe's traditional quarterly reports with a more efficient, cost-effective, and timely system. All shareholders can now have access to Company news the same day it becomes public.

Planned release date: Quarterly results: Monday, April 24, July 24, October 23
Dividends: The Deluxe Board of Directors usually meets during the second week in February, May, August, and November.

EXHIBIT 21

SUBSIDIARIES OF THE REGISTRANT

REGISTRANT AND STATE OF INCORPORATION
Deluxe Corporation, Minnesota, which does business under its own name and under the following tradenames:
Deluxe Check Printers
Deluxe Card Services
Deluxe Financial Forms
Deluxe Business Systems

SUBSIDIARIES
Deluxe Data Systems, Inc., Delaware
Deluxe Data International Limited, England
Chex Systems, Inc., Minnesota
Electronic Transaction Corporation, Delaware, which does business under its own name and under the following tradename: SCAN
N.R.C. Holding Corporation, Delaware
National Revenue Corporation, Ohio
United Creditors Alliance Corporation, Ohio
Financial Alliance Processing Services, Inc., Louisiana
Nelco, Inc., Wisconsin
Deluxe (UK) Limited, England
PaperDirect, Inc., New Jersey
InPrint Publishing Company, New Jersey
Deluxe Canada, Inc., Ontario, Canada
T/Maker Company, California
Current, Inc., Delaware

EXHIBIT 24

POWER OF ATTORNEY

Each of the undersigned directors and officers of DELUXE CORPORATION, a Minnesota corporation, hereby constitutes and appoints Harold V. Haverty and Jerry K. Twogood his true and lawful attorneys-in-fact, and each of them, with full power to act without the other, to sign the Company's annual report on Form 10-K for the year ended December 31, 1994, and any and all amendments to such report, and to file the same and any such amendment, with any exhibits, and any other documents in connection with such filing, with the Securities and Exchange Commission under the provisions of the Securities Exchange Act of 1934.

	Date
/s/ Harold V. Haverty	2/6/95
Harold V. Haverty, Director and Principal Executive Officer	
/s/ Eugene R. Olson	2/6/95
Eugene R. Olson, Director	
/s/ Edward W. Asplin	2/6/95
Edward W. Asplin, Director	
/s/ John Schreiner	2/9/95
John Schreiner, Director	
/s/Jerry K. Twogood	2/6/95
Jerry K. Twogood, Director	
/s/ Whitney MacMillan	2/6/95
Whitney MacMillan, Director	
/s/ James J. Renier	2/6/95
James J. Renier, Director	
/s/ Barbara B. Grogan	2/6/95
Barbara B. Grogan, Director	
/s/ Allen F. Jacobson	2/6/95
Allen F. Jacobson, Director	
/s/ Charles M. Osborne	2/6/95
Charles M. Osborne, Principal Financial Officer and Principal Accounting Officer	

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